Guardian Care℠
SERVICE PLANS

Customer Agreement

Effective January 1, 2012

IMPORTANT: This pamphlet contains the terms and conditions for all Guardian Care service plans available. **Please review the sections that apply to the specific Service Plan you are enrolled in. Only the sections specific to your coverage(s) apply.**

General Provisions

1. Terms and Conditions Applicable to all Plans

1.1. Company Responsibilities

The Plans (i.e., service contracts) cover specific residential equipment in individual Households and are available to the owner of the property, or to tenants who furnish a lease or other satisfactory proof that they are responsible for the repair of such equipment ("Customer"). Terms Conditions, and pricing are subject to change with prior notice.

Each Plan covers only the repair (not the replacement, overhaul, or preventive maintenance) of selected residential appliances and lines (inside and/or outside) that fail as a result of normal wear and tear, as described in this Agreement. **Enrollment in a Plan constitutes the Customer's acceptance and agreement to the applicable Terms and Conditions.** The Customer's enrollment confirmation letter contains important information, is an integral part of this Agreement, and is incorporated herein by reference.

The Company commitment is that services rendered will be free from defects in workmanship and material and that all the parts used will be new and merchantable. Parts may be replaced with an equivalent make, type or style.

If parts are not available, or if the Company is unable to successfully repair the appliance or line, the Company will provide the Customer with a full refund of all fees paid for the current Service Plan year. When a service call is placed, the Company will promptly arrange for a qualified technician to repair covered equipment.

Emergency "no heat" service is available 24 hours per day, 7 days per week. However, actual response times may be affected by factors beyond the Company's control such as weather conditions and workload.

The Company will pay for covered repairs only if they are performed and authorized by Company representatives at the Company's express request. The Customer is responsible for the cost of repairs that are not covered by the Plan or that are performed by technicians hired directly by the Customer. The Company will only cover the costs of covered repairs that it can verify are completed. At its discretion, the Company may use qualified contractors to fulfill all or any part of its obligation under the terms of this Agreement or a Plan(s).

In Pennsylvania, Massachusetts and other states not requiring insurance or performance bonds, the obligations of the Company under a Plan are backed only by the full faith and credit of the Company and are not guaranteed by a third party, contract reimbursement insurance policy, or performance bond.

1.2. Eligibility for Service

This Customer Agreement describes Terms and Conditions for all available Plans. **Some of the Plans described in this Customer Agreement may not be available in all areas the Company serves.** The individual Plan(s) the Customer has enrolled in are listed in the enrollment confirmation letter. The Customer may also confirm active enrollment in individual Plan(s) by calling the Company. The Plans cover equipment at the service address(es) specified in the enrollment confirmation letter.

In order to be covered by a Plan, all equipment must: (a) be installed to meet local, state and federal codes; (b) satisfy manufacturer requirements for safe and proper operation; and (c) be in good working condition at the time of enrollment. By permitting the Customer to enroll in a Plan, the Company does not make any express or implied warranties concerning the Customer's existing equipment or conditions. The Company may refuse to provide service or deny enrollment under the Plan if eligibility requirements are not met. At its discretion, the Company also reserves the right to deny reinstatement in a Plan.

Customers must pre-pay for each Plan. Coverage under the Plan will commence after issuance of the first bill, after receipt of the first payment, or 15 days after enrollment, whichever is latest. Coverage under the Plan is suspended at the end of the pre-paid period in the event of non-payment. The Customer must be current on all payments in order to be covered under the Plan. If the Plan is suspended for non-payment, coverage under the Plan will be reinstated 15 days after payment is received. Any repairs that may be needed prior to the commencement date or while the Plan is suspended for non-payment are not covered by the Plan.

To the extent permitted by law, the Customer will be subject to a late payment charge of $5.85 or 1.5% per month (A.P.R. 18%), whichever is greater, for all amounts in arrears.

If the covered Household has more than one appliance of a particular type, (e.g., two furnaces) and only one Plan covering that type of appliance, the Plan will only cover repairs to the first appliance that requires service.

1.3. Cancellation/Renewal

New Customers may cancel their initial enrollment in a Plan with no obligation within 30 days of the date that this Agreement is mailed to the Customer or the enrollment date, whichever is later, and obtain a full refund less the cost of any service calls made during this period.

Except as provided in the preceding paragraph, Customers with: Furnace, Boiler, Heat Pump, and Central Air Conditioning Plans have a minimum term of one year. No refunds will be provided with respect to such Plans for early cancellation and Customers on monthly payment Plans will continue to be responsible for monthly fees for the remaining term of such Plans. All other Plans may be cancelled by the Customer at any time with 30 days' notice.

The Company may cancel the Customer's Service Plan(s) with or without cause by providing notice of cancellation. In this case, the Company will mail written notice to the Customer at least 5 days prior to cancellation except where such cancellation is for non-payment, material misrepresentation or a substantial breach by the Customer relating to the covered appliance or its use. The Company shall refund all unapplied Customer payments.

To ensure uninterrupted coverage, Plans will renew automatically unless notification of non-renewal is received prior to the renewal date.

1.4. Customer Responsibilities

Some Plans include service call fees. In these cases the Customer is responsible for paying these fees directly to the Company or its contractor, as directed.

To arrange for repairs, the Customer is required to call the Company and to provide Company representatives with safe and reasonable access to all appliances and lines (inside and/or outside). The Company will cover the costs incurred by Company representatives performing work that is expressly authorized by the Company. The Company will not reimburse the Customer directly for the cost of any repairs.

1.5. General Exclusions

The Plans do not cover preexisting conditions. The Company shall not be responsible for repairing equipment if the Company is unable to obtain the part(s). **In addition, the Plans do not cover repair of any appliances, parts or controls other than those specifically covered by each Plan and will not cover the cost of adding new components to equipment.** The Plan(s) are not for the benefit of anyone other than the Company and the Customer.

Preventive Maintenance: The Plans do not cover preventive maintenance or any work intended to prevent equipment failure from occurring in the future, such as seasonal pilot re-lighting, tune-ups, inspections or replacing filters.

Abnormal Conditions: The Plans do not cover any materials, parts or labor for repairs which are required as a result of abnormal conditions or events such as: (a) earthquakes, hurricanes, tornados, flooding, fire, or freezing; (b) damage induced by animals, vandalism, owner or operator negligence or misuse; (c) repairs by a third party or the Customer; and (d) a manufacturer's recall, defect or retrofit.

Limitation of Liability: To the fullest extent allowed by law, the Company shall not be liable for any special, exemplary, punitive, indirect, consequential or incidental damages or lost profits incurred by the Customer, or anyone else, even if advised of the possibility thereof. To the fullest extent allowed by law, the Company's liability under this Agreement, the Terms and Conditions, the Plan(s) and/or arising from or relating to the services provided thereunder is limited to three times the amount paid under the Plan(s) by the Customer during the previous 12 months. The Company will not be liable for damages or losses incurred by the Customer or anyone else caused by or relating to unavoidable delays, failure to service, unavailability of parts, equipment failure, weather conditions, work stoppage, strike or other circumstances beyond the Company's control.

Hazardous Materials: The Plans do not include services which involve the handling, disturbance, or disposal of hazardous or toxic materials, such as lead, asbestos or anti-freeze.

Code Compliance: The Plans do not cover bringing non-complying equipment into compliance with local, state, or federal codes. In addition, the Plans do not cover the overhaul or replacement of residential appliances or lines (inside and/or outside).

Gaining Access: The Plans do not cover the cost of gaining access to inaccessible appliances, piping or wires or restoration costs such as plaster, drywall, paint, or concrete except as provided in the Terms and Conditions applicable to a specific Plan.

1.6. Severability
If any provision of the Agreement, the Terms and Conditions, or a Plan shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the remaining provisions, which shall remain in full force and effect. Headings/captions are for convenience only. The waiver or failure of the Company to exercise any right in connection with the Plan or these Terms and Conditions shall not be deemed a waiver of any further right thereof.

2. Additional Terms and Conditions Applicable to Specific Plans
2.1 Heating Furnace or Boiler Basic - Covered Parts/Service
The Plan covers the following parts and brands for one furnace, boiler, or space heater up to a maximum of $1,500 per rolling 12-month period.

Covered Brands: The Plan covers major brands of Standard-Efficiency furnaces, boilers, or space heaters that are not listed in Appendix A.

Covered Parts/Service: Air Scoop; aquastat; auto water fill valve; back flow preventer; balancing valve; bearing; blower assembly; blower motor; blower pulley; burner (if available); capacitor; circuit board; circulator; condensate pump; coupler; drain line and trap; drain-off valve; draft inducer (internal); expansion tank (including draining); fan; fan assisted motor and assembly; fan belt; fan control; flame sensor switch; flow check valve; gas valve (on furnace or boiler); ignition control (pilot/primary control, sensor/wiring); internal fuse (excluding circuit breaker); limit control; low water cutoff; operating relay; pilot (standing) and safety assembly; pilot assembly; pilot tubing; power pile generator; pressure gauge; pressure regulator (air/gas); purge valve; relay; relief valve (30 lb. pop); switch (emergency, firomatic); thermocouple; thermostat; transformer; vent damper & vent valve (at boiler); zoned forced hot air components including dampers; and zone valve and operator.

Furnace or Boiler Premium
The Plan covers parts and labor included in Furnace or Boiler Basic for one furnace, boiler, or space heater up to a maximum of $2,500 per rolling 12-month period, plus additional brands as indicated below.

The Plan also provides a Cash Value Payment when the unit fails as a result of an Excluded Part listed below and the Customer has been enrolled in the Plan for more than 90 days.

Covered Brands: The Plan covers most major brands of Standard-Efficiency and High-Efficiency Furnaces or Boilers.

Covered Parts: All covered parts listed in Basic plus ECM or equivalent motor.

Exclusions and Limitations for Basic and Premium Plans
Exclusions include, but are not limited to:

Excluded Parts: Boiler sections and heat exchangers.

Excluded Brands: Celtic/Hydro Pulse; HY-TECH/ Paloma Pak; Myson; Voyager/Munchkin; and Sears Kenmore.

Other Exclusions: Air ducts and vents; air filters; balancing the system; bleeding air bound systems; chimney maintenance or repairs; draining and refilling of boiler; fuel oil appliances; electronic air cleaners; gas appliances rated at inputs of 400,000 BTU/hr or more; hanging units; humidifiers; piping (water, gas, flue, etc.); radiators; tankless coil water heating systems; units located on a roof; and unit replacement.

2.2 Water Heater
Water Heater Basic — Covered Parts/Service
The Plan covers the following parts for one Standard-Efficiency Water Heater (tank-based) up to a maximum of $500 for parts and labor per rolling 12-month period: expansion tank; gas valve; heating element; ignition control; induced draft motor; main burner; pilot assembly; regulator; safety controls; T&P relief valve; thermocouple; thermostat; and tubing.

Water Heater Premium
The Plan covers parts and labor included in Water Heater Basic for one Standard-Efficiency or High-Efficiency water heater (tank-based) up to a maximum of $1,000 per rolling 12-month period.

The Plan also provides a Cash Value Payment when the unit fails as a result of an Excluded Part listed below and the Customer has been enrolled in the Plan for more than 90 days.

Exclusions and Limitations for Basic and Premium Plans
Exclusions include, but are not limited to:

Excluded Parts: Water heater tank.

Other Exclusions: Anode rod; flushing and tankless or tankless coil water heater heating systems.

Excluded Brands: Sears Kenmore.

2.3 Cooling
Central A/C Basic — Covered Parts/Service
The Plan covers the following parts for one electric Standard-Efficiency central air conditioner up to a maximum of $1,500 for parts and labor per rolling 12-month period: bearing/shaft; belt and pulley; blower assembly; blower motor; blower pulley; capacitors; circuit board; condensate pump, trap, and drain line; condenser motor/fan; contactor switch; delay timer; fan belt; fan control; fan relay; internal fuse (excluding circuit breakers); limit control; motor; line set; operating relay; service valve; schrader valve; thermostat; and transformer.

Central A/C Premium
The Plan covers parts and labor included in Central A/C Basic for one electric Standard-Efficiency or High-Efficiency central air conditioner up to a maximum of $2,500 per rolling 12-month period.

The Plan also provides a Cash Value Payment when the unit fails as a result of an Excluded Part listed below and the Customer has been enrolled in the Plan for more than 90 days.

Exclusions and Limitations for Basic and Premium Plans
Exclusions include, but are not limited to:

Excluded Parts: Compressor; condenser and evaporator coil; reversing valve; solenoid valve.

Other Exclusions: Air ducts; air filters; balancing of system; circuit breakers; electronic air cleaners; humidifiers; natural gas powered cooling equipment (including ammonia); systems exceeding five tons' capacity; and unit replacement.

Excluded Brands: Sears Kenmore.

2.4 Inside Line — Gas
Inside Line — Gas Basic — Covered Parts/Service
The Plan covers repair or replacement of natural gas lines inside the home that have been found to be leaking by the gas company. The Plan covers gas lines from the outlet side of the gas meter or point of entrance into the home, whichever is further downstream, to the shutoff valve at each appliance located within the home, flexible connectors that attach appliances to valves, and the shutoff valves themselves, up to a maximum of $2,000 for parts and labor per rolling 12-month period. Gas piping must be ½- to 1¼-inch pipe of a type certified by the American Gas Association, National Fuel Gas Code, or the National Fire Protection Association.

Excluded Parts: Corrugated Stainless Steel Tubing (CSST).

Gas Line Premium — Covered Parts/Service
The Plan covers parts and labor included in Inside Line - Gas Basic as well as gas piping to appliances located outside the home such as gas grills or lamp posts, up to a maximum of $3,000 per rolling 12-month period.

In addition, the Plan provides a reimbursement of up to $250 for restoration costs such as painting, drywall, filling in holes, and raking and seeding necessitated by a covered repair, per rolling 12-month period.

Exclusions and Limitations for Basic and Premium Plans
Exclusions include, but are not limited to: natural gas meters, including connections and regulators; the cost of replacing incorrectly sized piping systems; multi-family homes sharing a single meter; and moving or updating a gas line which is not leaking to meet applicable codes, laws or ordinances, or because the repair, move or update was recommended by a municipality, manufacturer or gas company.

3. General Definitions
Building means a detached structure containing one or more Households.

Cash Value Payment (CVP) means a payment made directly to the Customer based on the value of an appliance. The value will be calculated by discounting the rolling 12-month coverage limit for the appliance by a fixed percentage for each year the appliance has been in service. The Company will set the fixed percentage for each appliance based on its expected useful life. Customers that receive the CVP are not eligible for a refund or any additional service on the appliance. However, they may apply the coverage to a different or new appliance. The CVP shall not exceed the maximum coverage for the appliance or Plan.

Equipment means covered appliances, pipes, lines and wires.

High-Efficiency Furnace or Boiler means a furnace or boiler with a condensate system to drain water from the appliance, typically into a floor drain or sump pit in the basement.

Household means a unique individual residential segment of a Building with one kitchen.

Plan and Service Plan mean the particular service contracts in which the Customer is enrolled. Each Service Plan is limited to a single Household.

The Company refers to Columbia Gas of Massachusetts.

4. Binding Arbitration

To the extent permitted by law, and except for claims for bodily injury or property damage, the Customer and the Company agree to submit any claim or dispute that arises from or relates to this Agreement, applicable Terms and Conditions and/or a **Service Plan that they cannot otherwise resolve** to mandatory, binding arbitration. The arbitration shall be governed by the Federal Arbitration Act and conducted in accordance with the American Arbitration Association Consumer Procedures. (Information about the arbitration process and procedures are available at www.adr.org.) Claims that are subject to arbitration may also be brought in small claims court by either party. However, the Customer and Company agree that neither party is entitled to join or consolidate claims or disputes, or to act as a representative or member of a class in an arbitration or small claims court proceeding. Claims or disputes that arise from or relate to a **commercial (nonresidential)** customer and **any** claims for bodily injury or property damage that arise from or relate to this Agreement, applicable Terms and Conditions and/or a **Service Plan** shall not be arbitrated.

IMPORTANT INFORMATION CONCERNING DISPUTE RESOLUTION AND ARBITRATION

DISPUTES THAT ARE ARBITRATED WILL BE RESOLVED BY A NEUTRAL ARBITRATOR, AND NOT A JUDGE OR JURY. IN THOSE CIRCUMSTANCES, YOU GIVE UP THE RIGHT TO ASSERT OR DEFEND YOUR RIGHTS IN A COURT OF LAW, EXCEPT FOR CERTAIN MATTERS THAT MAY BE PURSUED IN SMALL CLAIMS COURT. IN ADDITION, THE PARTIES' RIGHTS OF APPEAL OF ANY ARBITRATION AWARD ARE SIGNIFICANTLY LIMITED COMPARED TO A COURT ACTION. ANY ARBITRATION WILL BE CONDUCTED IN ACCORDANCE WITH THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONSUMER PROCEDURES. ADDITIONAL INFORMATION ABOUT YOUR RIGHTS, THE ARBITRATION PROCESS AND THE AAA CONSUMER PROCEDURES IS AVAILABLE AT WWW.ADR.ORG.

5. Appendix A: EXCLUDED BRANDS — Heating

The Furnace or Boiler - Basic plan does not cover equipment supplied under the following brand names: Baxi; Lennox Pulse; Peerless Pinnacle; Thermotron; and Veissmann.

Columbia Gas® of Massachusetts
A NiSource Company

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Thank you for your business!

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