



Guardian CareSM

S E R V I C E P L A N S

Guardian Care Repair Service Plans Terms and Conditions

What the Guardian Care Heating, Central Cooling and Water Heater Plans Include:

This Plan covers only residential natural gas heating, water heating, and central cooling equipment, and is available only to the owner of the property ("Customer"). Commercial applications and single units servicing two or more dwelling units are excluded. (Commercial plans are now available, call 1-877-427-4748 for more information). **Each heating system, water heater, and central cooling system (if covered) must have an individual Guardian Care Plan.** Services will only be provided after you inform Bay State Gas ("Company") of a problem with your existing equipment. This commitment does not provide any express or implied warranties concerning existing equipment or conditions.

What the Plan does not include:

For heating systems: The Plan does not cover Amana HTM heat transfer modules, air ducts, air filters, electronic air cleaners, air temperature control, airstat, asbestos coverings, A.C. coils and controls, balancing of system, chimney maintenance or repairs, clock or energy saving thermostat, air conditioners, dual-fuel burners, Electronic Commutated Motor (ECM) or equivalent advanced furnace fan system, electric house wiring, fan coils and other auxiliary heating, gas piping (see below for Gas Line Protection coverage), heat exchanger, heating jackets, trim insulations, humidifiers, leaking boiler sections, line circuit breakers, pool heaters, radiator relief and vent valves, radiators, registers, seasonal turn-ons/offers, space heaters, systems containing glycol, tankless water heaters, water & steam piping, water coils. **Heating systems not covered include:** Celtic, Glo-core, Hydro Pulse, HY-TECH, Lennox Pulse, Myson, Paloma Pak, Peerless Pinnacle, Thermotron, Veismann, Voyager/Munchkin and Sears products.

For water heaters: The Plan does not cover water heater anodes, water heater dip tubes, water heater draining and/or tank replacement, tank, and coil.

For central cooling: The Plan does not cover any parts NOT specifically listed, and any of the following major parts or systems: compressors or systems with dual/multiple or 2 stage compressors, reversing valves, chillers, or auxiliary equipment such as air ducts, air filters, electronic air cleaners, asbestos coverings, condensers and evaporators/A-coils (including cleaning), Electronic Commutated Motor (ECM) or equivalent advanced furnace fan system, electrical wiring, repair of refrigerant leaks, balancing of system, energy saving thermostat, zone controls, humidifiers and circuit breakers. **Cooling systems not covered include:** Trane and Sears products. The Plan also does not cover systems exceeding five tons capacity, gas cooling systems (including ammonia), rooftop or window units and heat pumps.

For all systems: The Plan is not intended to bring non-complying equipment into compliance with state and local codes.

Gas Line Protection Plan Includes:

Gas Line Protection covers interior natural gas piping in single-family, free-standing homes and does not include mobile homes. This agreement applies to one single-family residence per agreement. All covered gas piping systems must be 1/2 to 1-1/4 inch pipe of a type certified by the American Gas Association, National Fuel Gas Code, or the National Fire Protection Association. It must meet local, state and general codes and must satisfy both manufacturer and Company requirements for safe and proper installation and be in operating condition. Examples of gas piping system code violations are use of cast iron pipe, galvanized pipe, or plastic pipe and no gas shut-off valve located within six feet from a gas appliance. Some code violations can be corrected at an additional cost.

At its discretion, the Company may use qualified contractors to fulfill all or any part of its obligation under the terms of this agreement. All gas piping systems must be readily accessible.

Any damage caused, or costs incurred, to gain access to inaccessible gas piping systems, including restoration costs, will be the responsibility of the Customer (examples of Customer restoration costs - plaster, drywall or ceiling repair). The Company will not be responsible for replacing incorrectly sized gas piping systems. **Gas appliances, appliance regulators, underground piping and pre-existing conditions are not covered by this agreement.**

Terms and Conditions for all Guardian Care Products:

This commitment does not provide any express or implied warranties concerning existing equipment or conditions. We do promise a reliable commitment to respond to your call for service and to repair or replace parts covered by the Plan. Weather conditions and workload may affect the response time. Plan coverage becomes effective 15 days after our receipt of your application. This Plan does not cover any materials, parts or labor required as a result of flooding, fire, freezing, riots, strikes, work stoppages, any abnormal conditions, Customer negligence, or the replacement, repair or maintenance of any devices, parts or controls other than those specifically covered by the Plan. Furthermore, the Company will not be liable for damages incurred by the Customer or anyone else caused by unavoidable delays, failure to service, obsolete parts, unavailability of parts, equipment failure, weather conditions, work stoppage, strike or other circumstances beyond the Company's control. To the fullest extent allowed by law, the Company's liability hereunder is limited to three times the amount paid under the Plan by Customer over the past 12 months and in no event shall the Company be liable for any indirect, consequential or incidental damages or lost profits. This agreement is not for the benefit of anyone other than the Company and the Customer. Repair or replacement work on non-covered items can be handled by the Company at our regular service rates or we will assist you in contacting a plumbing and heating contractor. The Customer is required to provide the Company with safe and reasonable access to the premises and appliances. The Customer is responsible for routine cleaning, maintenance and replacement of air filters, air registers, the chimney and lubrication of motors. The Company does not perform routine maintenance as part of the Plan, but does offer some of these services for an additional fee. To qualify for the Plan, equipment must be in good working condition. The Company reserves the right to inspect the equipment and/or gas piping system to determine eligibility for the Plan. The Company reserves the right to deny entrance into the Plan at the Company's discretion. The Company may refuse to provide service under the Plan with regard to equipment and piping that is not in compliance with state and local codes. No refunds will be made for Customer's cancellation of this commitment prior to Plan expiration date. Customers on installment plans are responsible for the total annual cost of the Plan they select. All amounts due to the Company, including Guardian Care Fees, must be current in order to be eligible for service under the Plan. Company may cancel this Agreement with or without cause upon providing notice of cancellation. Upon such cancellation, Company shall refund all unapplied Customer payments. Customers will be subject to a late payment charge of 1.5% per month (A.P.R. 18%) for all amounts in arrears. Terms, conditions and pricing subject to change without notice.

For Service Call 1-800-677-5052

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