



MEMBER SERVICE PLAN AGREEMENT

PLAN COVERAGE SUMMARY


**Agreement Holder
("Member") Information:**

Service Location:


**Agreement Effective Date
("Service Period"):**

- SAMPLE -


Plans Included: ☐ Furniture ☐ Appliances ☐ Home Systems

Furniture Plan Coverage	Covered Items:
	<ul style="list-style-type: none">• Occasional / Side Chair• Ottoman / Futon• Loveseat / Oversized Chair• Occasional Tables• Sofa / Sectional• Dining chairs, tables, benches• Sofabed• Mattress or Foundation• Mechanical / Electrical Upholstered Furniture• Bedroom Furniture
Maximum Furniture Plan Benefit Limit During Service Period (" Maximum Limit ")	Total Maximum Benefit Limit of \$10,000.00 per annual Service Period (non-cumulative).
Accidental Damage Replacement Limit	100% of purchase price, pro-rated from date of purchase.
Wear and Tear Replacement Limit	50% of purchase price, pro-rated from date of purchase.
No Receipt Items Replacement Limit	\$100.00 for up to two (2) furniture items during annual Service Period (non-cumulative).
Cleaning Allowance	Allowance of \$100 per annum for Renewal Members (No Trade Service Fee is required.)
Trade Service Fee	\$75.00 Trade Service Fee per Service Request requiring technician services (not including Cleaning Allowance).

(See **Section E** for complete coverage terms and conditions.)

Appliances Plan Coverage	Covered Items:
	Kitchen Appliances: <ul style="list-style-type: none"> • Refrigerator (single compressor) including built-in ice and water dispenser • Oven / Range / Cooktop • Dishwasher • Built-in Microwave • Range Hoods • Freezers (as internal part of Refrigerator) • Built-in Food Centres Laundry Appliances: <ul style="list-style-type: none"> • Clothes Washers • Clothes Dryers • Washer & Dryer Pairs • Laundry Pedestals
Maximum Appliances Plan Benefit Limit During Service Period (" Maximum Limit ")	Total Maximum Benefit Limit of \$15,000.00 per annual Service Period (non-cumulative).
Trade Service Fee	\$75.00 Trade Service Fee per Service Request requiring technician services.

(See **Section F** for complete coverage terms and conditions.)

Home Systems Plan Coverage	Covered Items:
	<ul style="list-style-type: none"> • Air conditioning with ductwork • Heating systems with ductwork • Electrical Systems • Wired smoke detectors • Ceiling and exhaust fans • Plumbing including stoppages • Water heaters • Garbage disposals • Instant hot/cold dispensers • Central vacuums
Maximum Home Systems Plan Benefit Limit During Service Period (" Maximum Limit ")	Total Maximum Benefit Limit of \$25,000.00 per annual Service Period (non-cumulative).
Pre-Season Inspection Allowance	Allowance of \$100 per pre-season inspection allowance (\$200 per annum) for Renewal Members. (No Trade Service Fee is required.)
Trade Service Fee	\$75.00 Trade Service Fee per Service Request requiring technician services (not including pre-season inspection services).

(See **Section G** for complete coverage terms and conditions.)

Section A - YOUR SERVICE PLAN AGREEMENT

- A1. **Agreement:** This Service Plan Agreement, ("**Agreement**"), is marketed, administered and issued by **Zucora Inc. ("ZucoraHome")**. Throughout this Agreement the words, **you, your** and **Member**, refer to the Agreement Holder shown in your Plan Coverage Summary. The words, **ZucoraHome, we, us and our**, refer to **Zucora Inc. This is a Service Plan Agreement, not an insurance policy.**
- A2. **Services:** This Agreement is intended to provide protection against the cost of cleaning, repairing, servicing or product replacement ("**Services**") relating to products affected by certain types of accidental stains, accidental damage, normal wear and tear, or mechanical breakdowns as may be applicable in respect of one or more plans ("**Plan(s)**") providing coverage for specific household items ("**Covered Items**") for the Plan fee amount(s) payable depending on the selection and number of Plans covered by this Agreement. Various provisions in this Agreement limit and restrict coverage and services – **PLEASE READ THIS AGREEMENT CAREFULLY** to determine your rights and obligations.
- A3. **Location:** ZucoraHome will provide service for Covered Items that:
- (a) are located in a ZucoraHome service area as determined at time of entering into this Agreement in a service area that ZucoraHome is able to provide such service.
 - (b) are installed and located within the perimeter of the Member's primary residential home property not exceeding 465 m² (5,000 ft²). With the exception of air conditioning units, any Covered Items located on the exterior or outside the Member's primary home (including porch or patio) or located in a common area are not covered by this Agreement.
 - (c) are installed in the Member's property unit, where such unit is part of a multiple unit property, condominium or townhouse property.
 - (d) were properly installed and are in good and safe working condition as of the Effective Date of this Agreement.
 - (e) have become damaged or inoperable due to normal usage after the Effective Date of this Agreement.
 - (f) are reported as requiring service during the term of this Agreement.
- A4. **Prior Defects:** This Agreement **does not cover** defects, damage or service requirements ("**Prior Issues**") known prior to the Effective Date of coverage. Prior Issues are excluded from coverage until proof of repair(s) has been received by us and determined by us to be satisfactory. We provide service or repair for unknown conditions if the condition would not have been detectable by the Member through visual inspection and simple mechanical test.
- A5. **Consumer Service:** Service coverage is for owned or rented residential properties, not commercial properties or residences used as businesses (including daycares, nursing homes, etc.)

Section B - CONTRACT EFFECTIVE PERIODS

- B1. **First Year Member:** Your initial Agreement period ("**Service Period**") begins the day of purchase of your Plan and its acceptance by ZucoraHome and our receipt of the initial monthly Plan fee. As a First Year Member, the initial term of your Agreement is for one (1) year from the date of commencement of the Service Period. If you add or upgrade Plans to this Agreement the Service Period shall be extended for one year from the date of acceptance of such upgrade. Should you elect to renew your Agreement, and we accept your request to renew your Agreement, then it shall be renewed on an annual basis unless you notify ZucoraHome thirty (30) days prior to expiration of the initial or renewal Service Period of this Agreement (See Section H – Plan Transfer, Renewal, Change and Cancellation).
- B2. **Renewal Member:** Each Agreement renewal begins upon expiration of the previous Service Period of this Agreement and continues for an additional one (1) year Service Period.

Section C - REQUESTING SERVICE

- C1. **Service Requests:** ZucoraHome is available to accept your service requests ("**Service Requests**") 24 hours a day, 365 days a year and we may be contacted in the following manner:
- (a) By online Service Request at: Service.ZucoraHome.com
 - (b) By Toll-free Telephone at: **1.866.667.6695**
- C2. **Photographs:** To assist with faster resolution of your Service Request, you may be requested to provide ZucoraHome with photos of the damaged component(s) related to the Covered Item.
- C3. **Authorized Service:** ZucoraHome has the sole right to select and arrange for an authorized ZucoraHome Service Contractor to perform the work covered by this Agreement. Only work authorized and arranged by ZucoraHome is covered by this Agreement. ZucoraHome will not reimburse you for service performed by your own contractor without prior authorization from ZucoraHome.
- C4. **Normal Response:** Under normal circumstances, either ZucoraHome, or an authorized ZucoraHome Service Contractor will contact you within four (4) business hours during normal business hours (Monday-Friday) and within 48 hours on weekends or holidays to schedule a mutually convenient appointment, during normal business hours, to perform non-emergency service.
- C5. **Emergency Response:** In an emergency situation, we will make reasonable efforts to expedite service within twenty-four (24) hours. An emergency situation is defined as:
- (a) A plumbing failure that causes interior flooding;
 - (b) A complete loss of heat or air conditioning in extreme temperature conditions;
 - (c) A system failure that causes ongoing damage to your home;
 - (d) A condition that immediately endangers health and safety as a result of the malfunctioning of a Covered Item.
- C6. **Expediting Normal Response:** ZucoraHome will accept your request to expedite non-emergency service only if an authorized ZucoraHome Service Contractor is available to provide the service requested. If the Service Contractor agrees to expedite the scheduling of a non-emergency service, you will be responsible for any additional fees, including overtime compensation.
- C7. **Trade Service Fee:** For each separate Service Request with respect to one or more Covered Items in an individual product group (Furniture, Appliances, Home Systems), you are responsible for payment of the dispatch fee ("**Trade Service Fee**") in effect at the time of placing the Service Request. The Trade Service Fee is due and payable to ZucoraHome for each Service Request, including the following circumstances:
- (a) when you cancel a Service Request after the Service Contractor is enroute to your home;
 - (b) when you deny the Service Contractor with access as may be required to perform a diagnosis or to undertake resolution of the Service Request;
 - (c) when the Service Contractor's diagnosis results in a partial or complete exclusion of coverage for the Service Request; or
 - (d) ZucoraHome approves your request for a second opinion.
- C8. **Guaranteed Repairs:** Repairs provided under a Service Request are guaranteed by ZucoraHome for thirty (30) days. Should failure occur on the Covered Item within thirty (30) days of service another Trade Service Fee will not be charged.

- C9. **Non-Payment of Fees:** Failure to pay any fees that are due and payable will result in denial of Service Requests and suspension of Coverage until such time as the required fees are paid. At that time, Coverage will be reinstated, but the Agreement period will not be extended.
- C10. **Second Opinion:** ZucoraHome reserves the right to obtain a second opinion at our expense. In the event that ZucoraHome advises you that the malfunction is not covered, you have the right to request a second opinion, at your expense, from another ZucoraHome Service Contractor within seven (7) days from the time ZucoraHome advises you the malfunction is not covered by your Plan. In the event the outcome of the second opinion is different than the first opinion, you will not be responsible or owe the additional Trade Service Fee. However, if you request a second opinion, and the outcome of the second opinion is the same as the first opinion, you will be responsible for payment of the additional Trade Service Fee.
- C11. **Remote Service:** Although ZucoraHome has created an extensive, reputable and unbiased network of Service Contractors who provide service to our Members, our network is not all-inclusive for every trade, in every location. For that reason, we may authorize or require you to contact an independent service contractor (outside of the ZucoraHome network) to obtain service. If so, we will provide you with the Service Contractor requirements. ZucoraHome will authorize payment or reimbursement for approved service and/or repairs, based on our negotiated rates with our Service Contractors (in the ZucoraHome network) and our various suppliers.
- C12. **Access:** It is your responsibility to ensure the area near the Covered Item is free and clear of any non-related items for the Service Contractor to perform the requested diagnosis or requested service. In the event the area is not accessible the Service Contractor will return at a later date and you will be responsible for an additional Trade Service Fee.
- C13. **Gift Cards or Reimbursement:** Where a Covered Item may require replacement, ZucoraHome reserves the right to arrange for the purchase and delivery of a replacement item, or alternatively, at ZucoraHome's sole discretion, to issue a Gift Card or to provide cash reimbursement to you as compensation for the replacement of the Covered Item. The Gift Card may be issued for a retailer where you purchased the Service Plan Agreement or for an alternative retailer that is capable of providing a similar replacement item for the Covered Item being replaced.

Section D - WHAT THIS AGREEMENT DOES NOT COVER

- D1. **Force Majeure:** Repairs or replacement required as a result of; or our inability to provide the Services, as a result of Fire, Freezing, Flooding, Pandemics or other Acts of God; or Accidents; Vandalism; Improper Installation; Cosmetic Defects; Design Flaws; Manufacturers' Defects; Structural Defects; Power failure, shortage, surge, overload, or inadequate capacity.
- D2. **Operation:** Failure to Clean or Maintain; Improper Previous or Attempted Repair; Routine Maintenance; Odours; Noises; Damage due to pests or animals (not including pets); Neglect; Misuse; Abuse; Missing Parts; or Adjustments.
- D3. **Consequential Damages:** ZucoraHome is not responsible for Consequential or Secondary Damage (including Consequential Damages due to a Service Contractor's conventional repair efforts of the primary item) nor for failure to provide timely service due to conditions beyond our control; including but not limited to, part or equipment delays or labour difficulties.
- D4. **Commercial or Rental Use:** ZucoraHome does not cover Furniture, Appliances or Systems classified by the manufacturer as Commercial, Commercial Equipment modified for domestic use, or Covered Items located in family dwellings used for commercial purposes. Coverage is not provided for any items that are rented or not owned by the Member.

- D5. **Maintenance:** You are responsible for providing maintenance and cleaning on Covered Items as specified by the manufacturer to ensure continued coverage on such items. For Example: heating and air conditioning systems require periodic cleaning and/or replacement filters and cleaning of evaporator and condenser coils.
- D6. **Mould, Mildew or Odour:** ZucoraHome is not, under any circumstances, responsible for the diagnosis, repair, removal or remediation of Mould, Mildew, Odour, Rot or Fungus, or any damages resulting from or related to Mould, Mildew, Odour, Rot or Fungus, even when caused by or related to the malfunction, repair or replacement of a Covered Item.
- D7. **Covered Item Access:** ZucoraHome is not responsible for providing or closing access to Covered Items, except as noted under Limits for Plumbing and Ductwork. We are not responsible for additional charges to remove or install systems, appliances, or non-related equipment in order to make a Covered Item repair; nor do we cover the cost of restoration of wall coverings, floor coverings, counter tops etc.
- D8. **Positioning Equipment:** ZucoraHome is not responsible for the cost of lifting equipment, cranes or any other equipment to gain access to the Covered Items.
- D9. **Code Upgrades; Toxic Materials; Disposal:** If upgrades are required to the Covered Items, ZucoraHome cannot perform service until corrective work has been completed. If additional costs are incurred in order to comply with regulations, ZucoraHome will not be responsible for any additional expense, or any costs relating to permits in respect of the Covered items. ZucoraHome will not perform services involving hazardous or toxic materials including, but not limited to, Asbestos, Mould, Lead Paint, or Sanitation of Sewage Spills, nor will ZucoraHome pay costs related to recapture and/or disposal of Refrigerator/Freezer Refrigerants, Contaminants, Hazardous or Toxic Materials with respect to any Covered Items.
- D10. **Repair; Replacement; Upgrading:** ZucoraHome is not responsible for delay in obtaining parts or replacement equipment. We reserve the right to repair and/or replace components of Covered Items with non-original manufacturer's parts, including rebuilt or refurbished parts. We will not upgrade any covered item. We are responsible for providing installation of equipment comparable in features, capacity and efficiency, but not for matching in dimensions, color, or brand. We are not responsible for the cost of construction, carpentry, or other modifications made necessary by existing or installing different equipment. We reserve the right to provide compensation in lieu of repair or replacement in the amount of our actual cost. When providing compensation in lieu of replacement, installation is limited to one hour of labour. Payment will be provided based on our negotiated rates with our Service Contractors and suppliers, which may be less than retail. We are not responsible for work performed once you accept compensation in lieu of service. If we provide reimbursement or compensation in lieu of service, the approximate time to issuance of a payment is ten (10) business days.
- D11. **Incompatibility:** ZucoraHome is not responsible for upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with a replacement Covered Item, or component, or part thereof, or with any new type of chemical or material used to run the replacement equipment; including but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by Federal, Provincial, or Municipal Governments (except as noted in Central Air Conditioning).

Section E – FURNITURE COVERAGE

E1. Covered Items – Furniture includes household items constructed of upholstered fabric, leather, synthetic leather, metal, glass and wood materials and include the following:

- Occasional / Side Chair
- Ottoman / Futon
- Loveseat / Oversized Chair
- Occasional Tables
- Sofa / Sectional
- Dining chairs, tables, benches
- Sofabed
- Mattress or Foundation
- Mechanical or Electrical Upholstered Furniture
- Bedroom Furniture

E2. What is Covered:

- (a) **ACCIDENTAL DAMAGE COVERAGE:** Where a Covered Item, purchased during the Service Period and delivered as a new product without prior soiling or damage, is accidentally stained or damaged from a single incident, coverage is provided for cleaning, repair or replacement of components, or at ZucoraHome's sole discretion, replacement of the Covered Item by issuance of a Gift Card or reimbursement as determined by ZucoraHome in accordance with the Furniture Plan Benefits.
- (b) **WEAR AND TEAR COVERAGE:** Where a Covered Item, regardless of age, through normal use, experiences wear and tear resulting in failure of frames, joints, mechanisms, or moving parts; or general soiling, rips, tears, seam separation, fabric pulls, pilling, fraying, button loss or material deterioration; minor pet damage, perspiration, body or hair oils, grease stains, paint, bleach, nail polish or remover, material fading, colour loss, dye transfer, cracking, peeling, foam resiliency or other similar damage caused by regular normal wear and tear, coverage is provided for cleaning, repair or replacement of components, or at ZucoraHome's sole discretion, replacement of the Covered Item by issuance of a Gift Card or reimbursement as determined by ZucoraHome in accordance with the Furniture Plan Benefits.
- (c) **ANNUAL CLEANING ALLOWANCE COVERAGE:** An annual cleaning allowance as set out in the Furniture Plan Benefits, is available to Renewal Members to remove stains or general soiling.

E3. What is NOT Covered: Coverage is not provided for any Covered Item that becomes damaged as a result of failure to comply with the manufacturer's instructions for use, cleaning or maintaining the Covered Item and in the following circumstances;

- (a) where any damage to a mechanical or electrical component is a result of improper installation, moisture, liquid spills, lightning, power failures and/or power surges, or physical damage;
- (b) as a result of mishandling, product abuse, misuse, excessive damage or neglect of the Covered Item;
- (c) odours of any kind or stains caused by corrosive substances, acids;
- (d) Covered Items consisting of X-coded fabrics or non-colourfast fabrics, natural materials such as silk, virgin wool or natural, unfinished/nubuck or naked leathers;
- (e) any natural markings or characteristics in leather that may cause appearance variations;
- (f) any unfinished natural wood, ceramic, quartz, marble, or similar materials;
- (g) any damage or stains caused while Covered Items are in transit, moving, relocation or storage;
- (h) Acts of God, fraud, intentional acts, war or hostilities of any kind arising from illegal activity;
- (i) any damage covered by any insurance program or anything not specifically identified and included as being covered.

E4. FURNITURE PLAN BENEFITS

(a) **COVERAGE AND SERVICES:**

- i. Applies to Covered Items where Accidental Damage Coverage or Wear and Tear Coverage is applicable.
- ii. ZucoraHome will attempt to assist with removing stains using professional stain removal products at no cost to the Member, or by providing professional cleaning services technician to remove the stains (requires a Trade Service Fee to be paid in advance of dispatching a technician).
- iii. In the event ZucoraHome determines a repair or replacement parts are required, ZucoraHome shall obtain the required replacement parts at no cost to the Member and provide a professional repair technician, at no cost the Member, to inspect, repair and/or replace the failed part or components (requires a Trade Service Fee to be paid in advance of dispatching a technician).
- iv. In the event ZucoraHome determines, in its sole discretion, that the Covered Item(s) require replacement and where the Member has provided to ZucoraHome, a copy of the invoice issued by the Retailer which includes the Covered Item description, item price ("Purchase Price") and date of purchase of the Covered Item(s); or where ZucoraHome determines the approximate Purchase Price of the Covered Item; ZucoraHome may elect to issue to the Member, a Gift Card or reimbursement in cash, such method of payment as determined by ZucoraHome, with the amount calculated on a pro-rata basis of the value of the actual or estimated Purchase Price (not including taxes, delivery or other charges) as follows:

Reimbursement Value:	Accidental Damage	Wear & Tear
First 12 months following date of purchase	100% of Purchase Price	50% of Purchase Price
13 th month to 24 th month following date of purchase	80% of Purchase Price	40% of Purchase Price
25 th month to 36 th month following date of purchase	40% of Purchase Price	20% of Purchase Price
37 th month to 48 th month following date of purchase	20% of Purchase Price	10% of Purchase Price
49 th month and thereafter, following date of purchase	10% of Purchase Price	5% of Purchase Price

- (b) **NO RECEIPT OR UNDETERMINED VALUE:** For replacement of any Covered Item where no receipt or proof of purchase can be provided by the Member regarding the original purchase of the Covered Item, and where ZucoraHome is unable to determine the estimated Purchase Price of the Covered Item, ZucoraHome, at its sole discretion, may provide the Member with a Gift Card or reimbursement in cash, such method of payment as determined by ZucoraHome, to a maximum value of one hundred dollars (\$100.00) for up to two (2) Covered Items per Service Period.
- (c) **ANNUAL CLEANING ALLOWANCE COVERAGE:** Upon request, a Renewal Member may receive an annual cleaning allowance credit in the amount one-hundred dollars (\$100.00), on a non-cumulative basis, to be applied to the total cost of cleaning of the Renewal Member's home furnishings, when professional cleaning is provided by a professional cleaning technician authorized by ZucoraHome. No Service Trade Fee shall apply in respect of the cleaning allowance.

E5. FURNITURE PLAN MAXIMUM BENEFIT LIMITS

- (a) **Trade Service Fee:** A Trade Service Fee of seventy-five dollars (\$75.00) shall be required to be paid by the Member prior to dispatching a technician to attend to a Service Request. (No additional Trade Service Fees shall be charged for repeated visits related to the same Service Request issue.)
- (b) **Maximum Furniture Plan Benefit Limit:** For each individual Service Request for one or more Covered Items, costs including Service Request administration, diagnosis, provision of cleaning products, stain removal, services, repairs, parts, components, Covered Item replacement, value of Gift Cards, and any reimbursement is limited to a maximum of three thousand dollars (**\$3,000.00**) per Service Request.

Section F – MAJOR APPLIANCES COVERAGE

F1. Covered Items – Major Appliances include the following kitchen and laundry Covered Items:

KITCHEN APPLIANCES

- Refrigerator (single compressor)
- Oven / Range / Cooktop
- Dishwasher
- Built-in Microwave
- Range Hoods
- Freezers (as internal part of Refrigerator)
- Built-in Food Centres

LAUNDRY APPLIANCES

- Clothes Washer
- Clothes Dryers
- Washer & Dryer Pairs
- Laundry Pedestals

F2. What is Covered: Components and parts that affect the operation of the Covered Item. Repair or replacement of components and parts that malfunction due to normal wear and tear and are not related to conditions or items identified as "**Not Covered**".

F3. What is NOT Covered: Coverage is not provided for any Covered Items that include damage or loss of items that do not affect the operation of the Covered item, including, but not limited to:

- touch pad assemblies, plastic mini tubes, soap dispensers, knobs, filters, lint screens, venting components, dials, interior thermal shells, trim kits, hinges, wheels;
- ice crushers, non-standard beverage dispensers and their respective components, racks, shelves, removable buckets and trays, refrigerant recapture/recovery/recharge, Freon or coolant;
- where components are damaged as a result of improper installation, lightning, power failures and/or power surges, or physical damage;
- any damage covered by any insurance program or anything not specifically identified and included as being covered.

F4. APPLIANCES PLAN MAXIMUM BENEFIT LIMITS

- Trade Service Fee:** A Trade Service Fee of seventy-five dollars (\$75.00) shall be required to be paid by the Member prior to dispatching a technician to attend to a Service Request. (No additional Trade Service Fees shall be charged for repeated visits related to the same Service Request issue.)
- Maximum Appliance Plan Benefit Limit:** For each individual Service Request for one or more Covered Items, costs including Service Request administration, diagnosis, provision technician services, repairs, parts, components, Covered Item replacement, value of Gift Cards, and any reimbursement is limited to a maximum of three thousand dollars (**\$3,000.00**) per Service Request.

Section G – HOME SYSTEMS COVERAGE

Covered Items – Home Systems Plan include the following primary systems:

G1.0 HEATING SYSTEM

G1.1 What is Covered: Except for what is detailed in the “What is NOT covered” in Section G1.2 below, Plan coverage includes repair, replacement and labour for:

- (a) **Heating Units:** heating systems, including primary gas, electric or oil, Forced Air heating units, wall mounted heaters, floor furnaces, heat pumps, mini-splits, radiant hot water or steam circulating heaters, electric baseboard heaters, room heaters and Geothermal heating.
- (b) **Duct Work:** including access to ductwork through unobstructed walls, ceilings and floors, dampers, plenums, actuators, breaks or leaks in ductwork including registers and grills and cost of returning access opening to a rough finish (drywall, tape and mud).

G1.2 What is NOT Covered: Heat Lamps, Filters, Electronic Air Cleaners, Humidifiers, Furnace Vents & Flues, Asbestos Covered Ductwork, Wood or Pellet Stoves (even if primary source of heating), Fireplaces (of any kind) and Key Valves, Inserts, Insulation, Collapsed or crushed Ductwork, improperly sized systems or systems with mismatched capacity per manufacturer’s specifications, Zone Control Systems, Zone Valves, Solar Space Heating & Cooling Systems, outside or underground piping and components for Geothermal and/or Water Source Heat Pumps, freestanding or portable units, maintenance, cleaning or noises however caused, replacement of refrigerant or any diagnostic testing following replacement of heating equipment.

G2.0 AIR CONDITIONER/COOLER

G2.1 What is Covered: Electric Central Air Conditioning including Condensers, Evaporative Coils, Compressors, air handler, leaks in accessible Freon Lines, Electric Wall Air Conditioning, Water Evaporative Coolers, and thermostat. NOTE: Coverage available on Cooling Systems with capacity not exceeding five (5) tons per unit (unlimited units covered).

G2.2 What is NOT Covered: Gas Units, Filters, Dampers, Maintenance, Cleaning, Noise, Condenser Housing, Pads, Water Towers, Water Trays or Drip Pans of any kind, Roof Jacks & Stands, Improperly Sized Systems or Systems with Mismatched Capacity per Manufacturer’s Specifications, Inaccessible or Not Visible Coil Lines, Zone Control Systems, Chillers, Pre-Coolers, Freon Recapture/ Recovery or Recharge.

G2.3 R-410A MODIFICATIONS: If ZucoraHome determines that Air Conditioning unit must be replaced, we will replace the unit with a unit that meets the current governmental efficiency standards and replace necessary covered components, including Air Handling Transition, Evaporator Coil, Refrigerant Lines, Secondary Drain Pan and Line, Plenum, Duct Transition and Indoor Electrical. If R22 parts or systems are no longer available, ZucoraHome will repair or replace the failed component with R410A equipment and cover the cost of modifications necessary to maintain compatibility.

G3.0 PLUMBING SYSTEM

G3.1 What is Covered: Drain Line Stoppages, Toilets, Plumbing Pipe Leaks, Whirlpool Motor & Pump, Shower Valve, Diverter Valve, Instant Hot Water Dispenser, Sump Pump (ground water only), Recirculating Pump, Water Heater (up to 50 gal.), Tankless Water Heater. Includes: (1) diagnosis, repair or replacement for leaks in concrete encased water, drain, gas, polybutylene piping, tankless oil or power vent water heaters; (2) replacement of Toilet Tanks & Bowls (replaced with Builders Standard when necessary), (3) obtaining access through unobstructed walls, ceilings, and floors only, and returning access opening to rough finish condition (drywall, tape, and mud). (4) Clearing of stoppages which can be cleared with standard sewer cable through an existing clean-out located inside the home without excavation. ZucoraHome shall be responsible for only one sewer stoppage clearing per each Main Sewer Line, Secondary Waste Line, or Toilet.

G3.2 What is NOT Covered: Plumbing Fixtures including Faucets, Bathtub, Shower Base Pans & Enclosures, Toilet Lids & Seats, Sprinkler or Solar Systems, stop & waste valves, Water Heater Vents & Flues, Vent Pipes, Septic Tank, Stoppages that cannot be cleared with Cable, Hydro Jetting, Stoppages due to Roots, Water Heater Heat Pump Attachment, Sewage Ejector Pump, internal and external Hose Bibs, Expansion Tanks, Energy Conservation Units, Noise, Electrolysis, Water Softener, Whirlpool Jets, Water Filters, Water Purification Systems, Bidets, Jet Pumps, Conditions caused by Chemical, Calcium, or Sediment Build-up, Caulking, Grouting, Inadequate or Excessive Water Pressure, Flow Restrictions in Fresh Water Lines caused by Rust, Corrosion, or Chemical Deposits, Basket Strainers, Pop-up Assemblies, Stoppers, Diesel or Oil Fired Water Heaters, Heat Pump/ Water Heater Combination Units, Leaks/ Damage caused by Roots, Water Heater Drip Pans, Ice Maker Water Lines, Main Water Shut-off Valve. Obstructions to Plumbing are the Member's responsibility to remove, and include: Tile, Cabinetry, or any other items permanently affixed or requiring additional work to remove. ZucoraHome is not responsible for access to Drain or Sewer Lines from vent or removal of toilet.

G4.0 ELECTRICAL SYSTEM

G4.1 What is Covered: Wiring, Panels and Subpanels attached to the home, Plugs, Fuses, Junction Boxes, GFI Circuit Breakers, Conduit, Ceiling Fans, Exhaust Fan, Central Vacuum main unit.

G4.2 What is NOT Covered: Light Fixtures and Wireless/Remote Switches or Controls including those on Ceiling Fans, Bulbs, Ballasts, Vents. Removable Attachments, Accessories or Hoses, Plumbing/Piping within home related to Central Vacuum System. Telephone Wiring, Heat Lamps, Intercoms, Alarms, Low-Voltage Relay Systems, Electronic or Computerized Energy Management or Lighting and Appliance Management Systems, Door Bell and related Wiring, Chimes, Saunas or Steam Rooms, Smoke Detectors, Garage Door mechanisms openers or remotes.

G5.0 PRE-SEASON TUNE-UPS: AIR CONDITIONING AND HEATING SYSTEMS

G5.1 AIR CONDITIONING TUNE-UP: For a Renewal Member, ZucoraHome will provide and allowance of up to **\$100** to be applied against the cost of one (1) A/C System - Summer Pre-season Tune-up between March 1st and April 30th, and includes the following: calibrate thermostat, test temperature split, check refrigerant levels & system pressures, perform amp draw on condenser motor, evaporator motor and compressor, clean condenser coils, check contactors, check condensate lines, clean or replace filters (owner supplied), clean & tighten electrical connections, test capacitors, and test safety switches.

G5.2 HEATING SYSTEM TUNE-UP: For a Renewal Member, ZucoraHome will provide an allowance of up to **\$100** to be applied against the cost of one (1) Heating System – Winter Pre-Season Tune-up between September 1st and October 31st, and includes the following: calibrate thermostat, check heat operations, clean or replace filters (owner supplied), clean & tighten electrical connections, inspect pilot system, test safety switches, test limit switches, and clean burners.

G5.3 What is NOT Covered: Filters, Recharging of Freon or Refrigerant, Clearing of condensate line stoppages, Evaporator/Indoor coil cleaning including acid cleaning, Cleaning or unclogging services required to correct problems related to the lack of manufacturer recommended maintenance (filters must be replaced monthly).

G5.4 TO REQUEST SERVICE: The Renewal Member is responsible for scheduling the tune-up during the specified pre-season period by calling **1.866.667.6695**. In the event a Member places an additional Service Request while the Contractor is performing a Pre-Season Tune-up at their home, the Renewal Member is required to pay an additional Trade Service Fee.

G5.5 TUNE-UP BENEFIT LIMITS: Maintenance tune-up allowances are available for a combined maximum amount of up to **\$200** per Service Period.

G6.0 HOME SYSTEM PLAN MAXIMUM BENEFIT LIMITS

- (a) **Trade Service Fee:** A Trade Service Fee of seventy-five dollars (\$75.00) shall be required to be paid by the Member prior to dispatching a technician to attend to a Service Request. (No additional Trade Service Fees shall be charged for repeated visits related to the same Service Request issue.)
- (b) **Maximum Home System Plan Benefit Limit:** For each individual Service Request for one or more Covered Items, costs including Service Request administration, diagnosis, provision technician services, repairs, parts, components, Covered Item replacement, value of Gift Cards, and any reimbursement is limited to a maximum of three thousand dollars (**\$3,000.00**) per Service Request.

Section H – PLAN TRANSFER, RENEWAL, CHANGE AND CANCELLATION

H1. Plan Transfer: This Agreement may be transferable to a Transferee for a \$25.00 Administration Fee, paid to ZucoraHome, subject to ZucoraHome providing such coverage or service in the Transferee's location. You must notify ZucoraHome and confirm such transfer is acceptable by contacting us at **1.866.667.6695**

H2. Plan Renewal: This Agreement may be renewed at ZucoraHome's sole discretion. Should ZucoraHome choose to renew this Agreement, you will be notified of any changes in Rates or Terms of this Agreement approximately 45 days prior to Renewal. Payment rates may increase upon Renewal. To ensure there is no lapse of coverage, payment must be received by ZucoraHome prior to the expiration date of the Agreement.

H3. Change: You may choose to change (increase or reduce) your Selected Plan coverage at any time by contacting ZucoraHome at 1.866.667.6695.

H4. Cancellation

- (a) You may cancel this Agreement at any time for any reason.
- (b) ZucoraHome may cancel this Agreement for any of the following reasons:
 - i. if you do not pay a fee or charge under the terms of this agreement;
 - ii. if you breach this Agreement;
 - iii. if you engage in fraud or misrepresentation of facts material to the issuance of this agreement;
 - iv. upon mutual agreement between you and ZucoraHome;
 - v. if you harm or threaten the safety or well-being of any employee of ZucoraHome, a ZucoraHome service provider or any property of ZucoraHome or of the service provider.
- (c) If this Agreement is canceled within the first thirty (30) days of a Service Period:
 - i. if no services have been provided by ZucoraHome, the Member shall be entitled to receive a full refund of the fees paid; or
 - ii. if services have been provided by ZucoraHome and costs are less than the Agreement fees paid to date of cancellation, the Member shall be entitled to a refund of the Agreement fees paid to date, less any costs incurred by ZucoraHome; or
 - iii. if services have been provided by ZucoraHome and costs are greater than the Agreement fees paid to date of cancellation, the Member shall pay to ZucoraHome the cost which is greater than the Agreement fees paid to date of cancellation; and
 - iv. the Agreement shall terminate the day prior to the next payment date without further obligation to the Member.
- (d) If this Agreement is canceled after the thirtieth (30th) day following the beginning of a Service Period:
 - i. if no services have been provided, or the costs incurred by ZucoraHome to date of cancellation are less than the fees paid by the Member, the Agreement shall terminate on the day prior to the next payment date without further obligation to the Member; or
 - ii. if services have been provided by ZucoraHome and costs are greater than the Agreement fees paid to date of cancellation, the Member shall pay to ZucoraHome the costs that are greater than the amount of the Agreement fees paid to date and the Agreement shall terminate on the day prior to the next payment date without further obligation to the Member.

Section J – ARBRITATION

ZucoraHome and the Member will attempt, in good faith, to resolve any controversy or dispute arising out of or relating to this Agreement through direct discussions. Should these discussions be unsuccessful, then any dispute that arises between the Parties relating to the application, interpretation, implementation or validity of this Agreement, the Parties agree to resolve the dispute by arbitration, on an individual basis, under the Arbitration Rules ("ADRIC Rules") of the ADR Institute of Canada, Inc ("ADRIC"). The parties agree that the ARDIC Rules give the parties a fair opportunity to present their case and respond to the case of the other side. The governing law will be that of the province or territory where you reside, or of Ontario if you reside outside Canada. The language of arbitration will be English, or, if the governing law is Québec's, French if you choose.

The ADRIC Rules are available by contacting ADRIC at 1-877-475-4353 or www.adric.ca

This Arbitration Provision affects your ability to participate in class or collective actions. Both you and ZucoraHome agree to bring any dispute in arbitration on an individual basis only, and not on a class or collective basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action, or for you to participate as a member in any such class or collective proceeding ("Class Action Waiver"). Notwithstanding any other provision of the Arbitration Provision or the ADRIC Rules, disputes in court or arbitration regarding the validity, enforceability, conscionability, or breach of the Class Action Waiver, or whether the Class Action Waiver is void or voidable, may be resolved only by a court and not by an arbitrator. In any case in which (1) the dispute is filed as a class or collective action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class or collective action to that extent must be litigated in court, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Zucora Inc.
552 Clarke Road
London, ON N5V 3K5

www.ZucoraHome.com
info@zucorahome.com