



Homeservice Club  
Membership  
Number \_\_\_\_\_

# WORRY-FREE WARRANTY PLANS

Save hundreds on total home protection

4515 Chesswood Drive, Unit O, Toronto ON, M3J 2V6  
Phone: 416.925.1111 Fax: 416.925.1553  
E-mail: service@homeserviceclub.com

<b>Member's Name</b>		<b>Email Address</b>	
<b>Property Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
<b>Mailing Address</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
<b>Home Phone #:</b>	<b>Business #:</b>	<b>Cell #:</b>	

## #1 WORRY-FREE APPLIANCE PLAN\*

Please check one: (This section must also be completed when applying for #4 Worry-Free Home Plan)

Appliance Plan only—\$239.00 (plus \$31.07 HST)  WORRY-FREE HOME PLAN (complete this section for Plan 4)

APPLIANCE	Make	Model	Age*
Kitchen Refrigerator			
Kitchen Range/Oven			
Dishwasher			
Freezer			
Clothes Washer <small>Including stackable models** (Excluding washer dryer combination units)</small>			
Clothes Dryer <small>Including stackable models** (Excluding washer dryer combination units)</small>			

\*age restriction 15 years

## #2 WORRY-FREE FURNACE PLAN

**YES!** Cover my forced-air gas heating system for only \$239.00 (plus \$31.07 HST) - includes annual service and cleaning.

<b>Forced-Air Gas Heating System:</b>		
Make	Model	Approx. Age

## #3 WORRY-FREE A/C PLAN

**YES!** Cover my central air conditioning system for only \$239.00 (plus \$31.07 HST) - includes annual service and cleaning.

<b>Central Air Conditioning System:</b>		
Make	Model	Approx. Age

## #4 WORRY-FREE HOME PLAN (Please complete this section and section #1)

**YES!** Cover my forced-air heating/cooling systems PLUS my 6 appliances (complete Plan #1 section) for only \$569.00 (plus \$73.97 HST) - includes annual service and cleaning of your heating and cooling system

<b>Forced-Air Gas Heating System:</b>		
Make	Model	Approx. Age

<b>Central Air Conditioning System:</b>		
Make	Model	Approx. Age

## PAYMENT OPTIONS

Choose Payment method: <input type="checkbox"/> CHEQUE* <input type="checkbox"/> MASTERCARD <input type="checkbox"/> VISA	<b>CREDIT CARD INFORMATION</b>
<input type="checkbox"/> One Plan \$239.00 + \$31.07 HST = <b>\$270.07</b>	Card # _____
<input type="checkbox"/> Two Plans - \$478.00 Less \$30 discount = \$448.00 + \$58.24 HST = <b>\$506.24</b>	Expiry Date _____ CVV _____
<input type="checkbox"/> Worry-Free Home Plan \$569.00 + \$73.97 HST = <b>\$642.97</b>	Signature _____

\*payable only to HOMESERVICE CLUB

Your rights under the Ontario Consumer Protection Act 2002 are outlined on Page 2 of this Agreement

## AGREEMENT

All pre-existing conditions are my responsibility and are not covered under this Agreement. By signing this Agreement, I am verifying that all appliances and/or heating and/or cooling systems are in good working order as of the date signed. Coverage becomes effective upon receipt by Homeservice Club of full payment for the Plan, followed by a 30-day waiting period. During the 30-day waiting period, the furnace and/or air conditioning system will be cleaned and inspected by a Homeservice Club authorized professional. Following a satisfactory inspection, a copy of this Agreement, including effective dates for this one (1) year Agreement, will be returned to me. In the event that the heating and/or cooling system does NOT qualify for coverage, my payment will be returned to me less a non refundable charge of \$99, plus HST in the amount of \$12.87, for a total charge of \$111.87. I confirm that I have read and understood all of the terms and conditions, inclusions and exclusions as listed on page two (2) of this Agreement. This is a Service Agreement, not an insurance policy and provides coverage as indicated herein. E&OE.

X \_\_\_\_\_  
Signature Date

<b>FOR OFFICE USE ONLY</b>		
EFFECTIVE DATE:	EXPIRY DATE:	APPROVED BY:

# WORRY-FREE WARRANTY PLANS TERMS & CONDITIONS

## ELIGIBILITY

Components that are located in a single-family dwelling, townhouse, condo, or co-op used as a private residence.

### I. COMPONENTS and PARTS COVERED

**APPLIANCE WARRANTY PLAN**—Kitchen refrigerator, kitchen range/oven, clothes washer, clothes dryer, stackables\*\*, dishwasher and freezer. Including all circuitry and electrical mechanical parts contained within the case. Some exclusions apply. The maximum amount payable in aggregate over the entire term of the Agreement is \$2,000. If any appliance is over 15 years old and still covered by this warranty, the maximum amount payable in aggregate over the entire term of the Agreement is \$500. You are responsible for any parts and/or labour charges over these amounts. Labour will be charged at our standard hourly rate at the time of repair.

\*\*A \$50 charge applies to stackable washers and dryers that require moving or dismantling in order to service

**CENTRAL HEATING PLAN\*** - Gas Forced-Air Heating Systems: All circuitry and electrical or mechanical parts contained within the case, and mechanical thermostats. The central heating system must be located within the interior of the dwelling and used as a primary source of heating for the entire residence. Coverage also includes an annual check-up and cleaning of your heating unit. Initial coverage conditional upon satisfactory completion of pre-coverage inspection and cleaning. This inspection and cleaning will be performed by a Homeservice Club-authorized professional who will determine if the heating system qualifies for coverage. In the event that the heating system does **NOT** qualify for coverage, your payment will be returned to you less a non refundable charge of \$99+tax for inspection and cleaning. *\*Complete list of parts covered include: thermostat, relay, ignition runner bar, furnace low voltage circuit fuse, door switch, summer/winter switch, electronic ignition system, gas appliance regulator, gas burner and orifices, heating circuit transformer, fan control, fan motor, flow switch, flame spreader, automatic vent damper/motor, fluid or air flappers, blower/blower components, pilot burner, internal wiring, limit controls, pilot tubing, vent system pressure switch/tubing, vent or motor assembly, rollout switch/tubing, and thermocouple/generator.* The maximum amount payable in aggregate over the entire term of the Agreement is \$1,500. You are responsible for any parts and labour charges over this amount. Labour will be charged at our standard hourly rate at the time of repair.

**CENTRAL AIR CONDITIONING PLAN\*** - All types and parts of electrical and gas central systems contained within the case of the unit, external compressors, and evaporative coolers. Initial coverage conditional upon satisfactory completion of pre-coverage inspection and cleaning. This inspection and cleaning will be performed by a Homeservice Club-authorized professional who will determine if the cooling system qualifies for coverage. In the event that the cooling system does **NOT** qualify for coverage, your payment will be returned to you less a non refundable charge of \$99+tax for inspection and cleaning. Maintenance will be performed in the spring/summer months or weather permitting. *\*Complete list of parts covered include: compressor, thermostat, low ambient temperature sensor, evaporator coil, internal electrical wiring, condenser fan motor, add-on indoor fan relay, condenser coil, cooling contactor/relay, internal copper tubing, add-on fan centres, capacitor, and line components.* The maximum amount payable in aggregate over the entire term of the Agreement is \$1,000. You are responsible for any parts and labour charges over this amount. Labour will be charged at our standard hourly rate at the time of repair.

### II. COMPONENTS and PARTS NOT COVERED

**APPLIANCE WARRANTY PLAN** - Humidifiers, dehumidifiers, electrostatic filtering systems, ice-making units (whether separate or in combination with a refrigerator); the outside appliance case, clocks, hinges, control knobs, door springs, dryer venting, washing machine water hoses, dishwasher rollers, racks, or baskets, and all door gaskets. Detection and location of refrigerant leak(s) and removal of existing refrigerants. Water heater holding or storage tanks, solar water heaters and solar components, and all else not defined in "I. Components and Parts Covered." Some appliance models may not be covered. Maximum age of appliances eligible for coverage is 15 years.

**CENTRAL HEATING** - Oil burners, radiant heating, portable heaters, heat exchangers, combustion heating systems, filters, solar system components outside the interior of the dwelling, electronic air cleaners, electronic programmable thermostats, humidifiers, and all items not defined in "I. Components and Parts Covered". See III. Exclusions for coverage limits on systems over 15 years of age.

**CENTRAL AIR CONDITIONING** - Detection and location of refrigerant leak(s) and removal of existing refrigerants, vacuuming and refill. Window, casement or any other types of units, filters, and all other items not defined in "I. Components and Parts Covered." See III. Exclusions for coverage limits on systems over 15 years of age.

## III. EXCLUSIONS

We will not cover losses resulting from:

1. Fire, lightning, wind, windstorm, hail, sleet, snow, ice, water backup, freezing, war or any act of aggression, nuclear contamination, flood, surface water, waves or tidal waves, earthquake, landslide, mud flow, seepage, condensation, vermin, termites, or any cause other than failure or malfunction of a covered part and/or component resulting from normal wear and tear.
2. Restoration of openings which must be altered in order to replace or repair a covered item.
3. Breakdown of appliances or systems where the parts needed for repair or replacement are unobtainable.
4. Any consequential, secondary or ensuing damages resulting from the failure or malfunction of the covered parts and/or components, nor such damages resulting from the actual repair or replacement itself, nor such damages resulting from conditions beyond our control (\*including labour difficulties or unavailability of parts), or by damages alleged to be caused directly or indirectly by the services or the timeliness of services provided.
5. Excessive or inadequate water pressure, an extinguished pilot light by someone other than an authorized Homeservice Club trade professional, a faulty breaker or fuse required for heating or cooling unit or appliance, electrical surge, excessive or inadequate voltage, electrical currents artificially generated, electrical rewiring up to grade, or because of inadequate amperage of wiring.
6. Conditions which constitute a violation of current building or similar codes.
7. Common systems or appliances in condominiums, townhouses, and co-ops which are located outside the individual dwelling unit.
8. Any failure or malfunction caused by rust or corrosion, lack of preventive maintenance or misuse.
9. This policy does not cover losses resulting from the removal of existing refrigerants and the costs to detect and locate any refrigerant leak(s).
10. This policy limits repairs on appliances, heating and cooling systems older than 15 years to \$500 maximum allowance over each contract year.
11. All types and parts of non-central units (room or window units).

## IV. CONDITIONS

**CLAIMS INSTRUCTIONS** (All claims MUST be authorized by Homeservice Club.)

1. Call us at (416)-925-1111 to verify coverage; we will contact a repair company to make arrangements for repairs to be performed.
2. Should any person other than Homeservice Club's Authorized Contractor make any alteration(s) or adjustment(s) to the work performed by the Authorized Contractor, this action will Void the Agreement.
3. Payments made by cheque should be payable ONLY to Homeservice Club, and not to any Contractor. Payments made payable to Homeservice Club should be given to the Contractor. A \$45 service charge may be levied for any cheque returned to Homeservice Club and service may be suspended until the account is brought into good standing. Payments may also be made by VISA, Mastercard, or VISA Debit. Payment information should be called in to Homeservice Club and not given to any Contractor. If payment is made directly to a Contractor or Sub-contractor or employee for any work pursuant to the Contract or for any additional work, this Voids the Warranty Plan with Homeservice Club.
4. Should the warranted components as listed on the front change ownership, the present owner must contact Homeservice Club and provide the date of title transfer and the name of the new owner. To validate the amended warranty, a new certificate will be issued by Homeservice Club as confirmation of ownership transfer, upon payment of a \$75 administration fee.

**NOTICE OF LOSS**—You must notify us of a loss immediately or as soon as practicable, but NO LATER THAN THIRTY(30) DAYS after the failure has occurred. A loss must be reported in writing to us or by calling (416) 925-1111

**INSURANCE, WARRANTY OR GUARANTEE**—In the event any collectible insurance, warranty, or guarantee coverage is available to you covering a loss also covered by this Agreement, this Agreement shall be secondary to the insurance, warranty, or guarantee.

5. All parts replaced under this Plan coverage become the property of Homeservice Club.

## V. CANCELLATION and RENEWAL

This Agreement applies to the Homeservice Club Member and the equipment described on the front of this Agreement. In the event of cancellation of this Agreement by the member within 30 days from the effective date on the front of this Agreement, we agree to cancel this Agreement less an inspection and cleaning fee of \$99+tax providing such work has been done, and a \$40 administration

fee. We reserve the right to cancel or not renew this agreement at any time at our discretion. If this Agreement is cancelled beyond 30 days from the effective date, there will be no refund of payment. Payment in full for the Protection Plan must accompany the application form.

## Your Rights under the Consumer Protection Act, 2002

Your rights under the Ontario Consumer Protection Act, 2002 You may cancel this agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the agreement. You do not need to give Homeservice Club (herein after the supplier) a reason for cancelling during this 10-day period.

If the supplier does not make delivery within 30 days after the delivery date specified in this agreement, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

If the delivery date or commencement date is not specified in this agreement and the supplier does not deliver or commence performance within 30 days after the date this agreement is entered into, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance. In addition, there are other grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services.

To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you. If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance).

However, if you cancel this agreement after having solicited the goods or services from the supplier and having requested that delivery be made or performance be commenced within ten (10) days after the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier.

If the supplier requests in writing repossession of any goods that came into your possession under the agreement, you must return the goods to the supplier's address, or allow one of the following persons to repossess the goods at your address: a)The supplier or b) A person designated in writing by the supplier.

If you cancel this agreement, you must take reasonable care of any goods that came into your possession under the agreement until one of the following happens: the supplier repossesses the goods; the supplier has been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the agreement was cancelled; you return the goods, or; the supplier directs you in writing to destroy the goods and you do so in accordance with the supplier's instructions.

## VII. LIMITS OF LIABILITY

In no event will a covered claim exceed the actual cash value of the component(s) or part(s) immediately before the time of failure. If the estimated cost of repair exceeds the value of the appliance or system covered under this Agreement, reimbursement is limited to \$200.00 or the actual cash value of the appliance or system prior to failure, whichever is less, towards the purchase of a new appliance or system. The Protection Plans will not apply to the replacement appliance or system until the original manufacturer's warranty has expired.

1. This Agreement applies only with regard to repairing or replacing covered parts, systems, components, and appliances which malfunction due to normal wear and tear. We reserve the sole right through Homeservice Club authorized contractors, to determine whether a part or component should be repaired or replaced.
2. We reserve the right to obtain a second opinion at our own expense.
3. We are not responsible for any malfunction or condition which was in existence prior to the effective date of the Agreement.
4. We are not responsible for any maintenance as required by the manufacturer other than stipulated in I. Components and Parts Covered.
5. All work is to be performed in accordance with manufacturers specifications.

## VIII. MISCELLANEOUS

**NOTE:** All repairs, and or replacements MUST BE PERFORMED BY HOMESERVICE CLUB AUTHORIZED CONTRACTORS. You will NOT BE REIMBURSED for repairs and/or replacements PERFORMED BY YOU OR ANYONE YOU HIRE.

## VIII. E&OE

The most up to date version of these terms and conditions can be found at [www.HomeserviceClub.com](http://www.HomeserviceClub.com) and supercede any prior agreement.