

VALUE SERVICE PLAN

OIL FIRED BOILER OR FURNACE

SAVINGS ON REPAIRS

 **15% OFF REPAIRS**

 **50% OFF DIAGNOSTIC FEES**

EMERGENCY SERVICE

Value Service Plan members receive “cut to the front of the line” emergency service. We promise to show up within 5 hours for a no heat emergency – 24 hours a day – 7 days a week – or we will credit your account \$50!

Non-emergency service requested or performed outside of normal working hours will be billed at normal after hour rates.

TUNE-UP & INSPECTION

The annual heating tune-up and inspection will be performed once during the service plan term at the customer’s request.



Terms and Conditions for Service Plans

Plan Terms

1) Each plan is specific to one primary piece of equipment (ex. – one boiler or furnace) 2) Payment for all plans is due in advance of coverage. 3) The length for all service plans is 12 months. Plans will automatically renew unless Fuel Services, Inc is notified in writing to not renew. Notifications of nonrenewal must be received in writing 15 days before the plan(s) anniversary date. Plan renewals are invoiced approximately 30 days before the expiration of the current plan(s) at the then current renewal rate. Renewal invoices must be paid before the expiration date of the current plan(s) to avoid lapse in service coverage 4) Plans are not written on a prorated basis and no refunds will be given if a service plan is cancelled for any reason before the expiration date 5) Service Plans will terminate or be suspended (with no refunds given) for nonpayment of any product(s) or service(s) provided by Fuel Services. Any unpaid balance not paid within 30 days shall bear interest at the rate of 1.5% per month. Unpaid balances not paid within 60 days are sent to collections and/or court for payment and customer will be responsible for additional collection and/or court fees as allowed by law 6) Fuel Service, Inc. reserves the right to offer plans to its own fuel or current HVAC customers only 7) Should you sell your home during your coverage period, these plans may be transferred to the new owners for the remainder of the plan year. (Provided applicable terms are agreed to in writing) 8) Fuel Services, Inc. reserves the right to inspect, approve and qualify all systems up to and including the first service call, prior to acceptance of any agreement. If at time of the first service call, Fuel Services deems that the equipment is not suitable for coverage, any monies paid towards the service plan (for that plan year only) will be applied towards the cost of that service call. 9) Removal of asbestos shall be done at customer's expense 10) Customer is responsible for providing safe and unobstructed access to all portions of the covered equipment 11) These plans are solely intended for single family residential homes. Coverage is not available to oil or gas appliances with a firing rate greater than 400,000 BTU's per hour, A/C condensers over 5 tons or that are not supported by duct work, dual fuel (e.g. oil-wood or oil-coal) equipment, gas air conditioners, portable or solar units. 12) The parties agree that this written agreement constitutes the entire agreement and supersedes all previous agreements. 13) Enrollment in a plan constitutes the customer's acceptance and agreement to the applicable terms & exclusions herein. 14) All Advantage Oil service plans are exclusively limited to Fuel Service, Inc. automatic delivery customers. Termination of automatic delivery for any reason or purchases of fuel from another supplier other than Fuel Services voids any and all service plans.

Covered Parts & Repairs

Advantage Plans: will have listed repairs and services performed at no cost. No part is covered under these agreement(s) unless it is specifically listed or authorized by Fuel Services in advance and in writing. Heating Plans – parts that are shared with an air conditioning system will be covered at 50% off the repair fee unless an advantage air conditioning plan is also purchased. Cooling Plans – parts that are shared with a heating system will not be covered unless an advantage heating plan is purchased. Value plans: (and non-listed repairs in advantage plans) will have repairs billed at 15% off daytime repair rates & diagnostic/service call fee(s) will be reduced by 50%. Parts that are shared by both a heating and air conditioning system will not be covered unless plans are purchased for both the heating and cooling system. **Other plans: refer to plan description for specific benefits Plan Exclusions below apply to all plans.**

Plan Exclusions – Standard Charges Apply To/And Or When

1) Non-emergency service calls after normal business hours (Monday through Friday, 8:00 AM to 4:30 PM, excluding holidays) 2) Service calls required to re-start burner due to lack of fuel or foreign materials and/or water in fuel tank 3) Service and incidental damages caused by insufficient combustion air 4) All service and incidental damages related to the escape of any liquid, fuel or water from an oil tank, oil lines, water pipes or other parts of the heating system whatsoever 5) Service calls resulting from blown fuses, tripped circuit breakers, outdoor disconnect switch or emergency switches that are OFF 6) Service and/or damages caused by draft-reversing systems, such as attic exhaust fans or clothes dryers 7) Service calls resulting from thermostats turned off or set at incorrect temperature 8) Service calls pertaining to frozen water pipes, oil lines, oil filters or oil tanks 9) Incidental damage caused by failure to provide service due to conditions beyond our control 10) Incidental damages caused by (but not limited to) failure of any component of heating, a/c or water heating systems 11) Replacement or repair of water vessels, heat exchangers, or complete burner assemblies 12) Replacement or repairs needed due to unattended homes 13) Programming of thermostats 14) Equipment used for other than residential use (unless otherwise agreed in writing) 15) Remediation of oil spills, water, or soot 16) Oil line replacement or repair of hidden oil lines 17) Any high voltage electrical wiring or any wiring not attached to the covered unit 18) Upgrades of operable equipment or installation of new units including, but not limited to boilers, furnaces, water heaters or air conditioners 19) All parts and labor related to plumbing and other piping 20) Repairs needed due to customer's lack of maintaining proper boiler water level or pressure 21) Repairs to air handling equipment external to the covered heating or cooling unit,

including air handlers, zone dampers & controls, humidifiers, and electronic air cleaners unless additional protection of such equipment is purchased 22) Repairs or replacement of obsolete equipment (no longer available) 23) Repairs or replacement to powered exhaust fans, draft inducers, automatic flue dampers, and powered combustion air systems 24) Repairs or replacement of special purpose media air filters such as but not limited to Air Bear® or Space Guard® air filters. No repairs or replacement of air filters of any kind are covered under these agreements. Fuel Services will, at time of annual tune-up, replace the air filter with a customer supplied air filter at no labor charge to customer 25) Repairs or replacement of fuel de-aeration and transfer systems 26) Repairs or replacement of proprietary (non-standard) components (IE. Tekmar, Buderus, Energy Kinetics, Lennox, Viessman, etc.) unless coverage is authorized in advance & in writing by Fuel Services 27) Inspection or replacement of cathodic protection systems 28) Repairs or replacement of domestic tankless coils, gaskets, bolts or mixing valves 29) Repairs or replacement of power venter, anti-freeze and outdoor reset systems 30) Refrigerant, refrigerant leak detection and repair is not included with any air conditioning plan. Fuel Services will not recharge air conditioning systems that have been previously diagnosed as leaking without finding and repairing the cause of that leak.(at applicable rates) Fuel Services will not cover damage to components caused by knowingly operating the air conditioning system while low on charge 31) Repair or replacement of compressor or condensate coils 32) Repairs needed due to acts of God, fire, flood, lightning, electrical surges, power outages or acts of nature. 33) Service calls resulting from work performed by anyone else, including the homeowner, unless such person or persons are authorized in writing by Fuel Services to perform a specific service

Emergency Service is defined as follows

Heating Plans: No heat during a time in which heat is required for safe occupancy of the home (September – May) or the failure of the heating system that results in a dangerous situation. Water heater plans: No hot water or conditions which cause the water heater to be voluntarily shut down for safety purposes, such as a large oil or water leak, loud noise, or smoke entering the household. Air Conditioning plans: All air conditioning service is provided during normal working hours only (Monday through Friday, 8:00 AM to 4:30 PM, excluding holidays). Work performed beyond those hours will be billed at prevailing overtime rates. Due to safety, in no case will Fuel Services perform A/C work after dark or in inclement weather. Non-emergency calls requested during after hours, weekends or holidays will be billed at appropriate prevailing rates.

Scheduling of Annual Maintenance

Some Plans include an annual tune-up and/or safety inspection. It is the customer's responsibility to see that this service is scheduled during the plan year as there are no carry-overs or rebates. Fuel Services, Inc. performs annual maintenance visits from March – October; annual maintenance visits at other times may be subject to additional fees. Unit(s) may be considered neglected if two years have passed since a last maintenance visit. Service calls and damaged parts caused by neglected maintenance will be billed at prevailing rates. Water Heater tune-ups will always be performed with a heating tune-up, those not performed at that time are subject to a \$50 surcharge. All Missed appointments will be charged a \$45 trip fee.

Limitations of Liability

Fuel Services, Inc. shall not be liable for injury or damage to persons or property resulting from defects in, or non-operation of, customer's heating, cooling or water heating equipment or its accessories or damages resulting from equipment failure. Fuel Services, Inc. will not be held responsible for modifying or replacing equipment that fails to heat or cool any structure due to improper system design or improperly sized equipment. The customer shall be responsible for the condition and maintenance of any fuel tank, fuel lines, and piping. Fuel Services, Inc. assumes no liability for same. Service plans do not insure against tank leakage or any damages to persons or property resulting from tank leakage. Service plans do not cover any installation, cleanup, removal, remediation, or other cost of compliance with any environmental or other laws, rules or regulations. Tank repair or replacement shall be billed at the prevailing rates at the time of repair or replacement. Soot damage from oil or gas fired boilers and furnace puff backs can be caused by a variety of sources including chimney blockage, equipment malfunction, back pressure, and unit plugging. Fuel Services, Inc. shall not be liable for injury or damage to persons or property unless soot damage results from a puff back caused solely by the negligence of Fuel Services, Inc. It shall be presumed conclusively that Fuel Services, Inc. is not negligent, did not cause a puff back, and shall not be liable for injury or damage to persons or property if the puff back (1) results from an act or omission excluded from this plan, or (2) occurs more than twenty-four (24) hours after Fuel Services, Inc. performs any service pursuant to this plan. In no event will Fuel Services, Inc. be liable for any special, incidental, consequential, punitive or indirect damages, whether based on contract, tort (including negligence), indemnity, warranty, strict liability or otherwise resulting from service plans.

