YOUR PROTECTION PLAN
USER GUIDE

Direct Energy
Home Services
# INDEX

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>OUR COMMITMENT TO YOU</td>
<td>4</td>
</tr>
<tr>
<td>NEED A REPAIR?</td>
<td>5</td>
</tr>
<tr>
<td>Heating Under Your Plan, Gas Leaks</td>
<td></td>
</tr>
<tr>
<td>HEATING PROTECTION PLAN</td>
<td>6</td>
</tr>
<tr>
<td>Equipment, Parts, Service, Plan Highlights</td>
<td></td>
</tr>
<tr>
<td>HEATING PROTECTION WITH MAINTENANCE PLAN</td>
<td>7</td>
</tr>
<tr>
<td>COOLING PROTECTION PLAN</td>
<td>8</td>
</tr>
<tr>
<td>Equipment, Parts, Service, Plan Highlights</td>
<td></td>
</tr>
<tr>
<td>COOLING PROTECTION WITH MAINTENANCE PLAN</td>
<td>9</td>
</tr>
<tr>
<td>PLUMBING &amp; DRAINS PROTECTION PLAN</td>
<td>10</td>
</tr>
<tr>
<td>Equipment, Parts, Service, Plan Highlights</td>
<td></td>
</tr>
<tr>
<td>FLEX PLANS</td>
<td>11</td>
</tr>
<tr>
<td>Heating, Cooling, Plumbing</td>
<td></td>
</tr>
<tr>
<td>TOTAL HOME 3-in-1 BUNDLE PROTECTION PLAN</td>
<td>12</td>
</tr>
<tr>
<td>Heating, Cooling, Plumbing</td>
<td></td>
</tr>
<tr>
<td>MAINTENANCE PLAN</td>
<td>13</td>
</tr>
<tr>
<td>Heating, Cooling, Fireplace, Plan Highlights</td>
<td></td>
</tr>
<tr>
<td>TOTAL HOME BUNDLE WITH APPLIANCE &amp; ELECTRICAL PROTECTION PLAN</td>
<td>14-15</td>
</tr>
<tr>
<td>Heating, Cooling, Plumbing, Appliances, Electrical</td>
<td></td>
</tr>
<tr>
<td>GENERAL TERMS &amp; CONDITIONS</td>
<td>16</td>
</tr>
<tr>
<td>Term of Plan</td>
<td></td>
</tr>
<tr>
<td>Paying for your Plan</td>
<td></td>
</tr>
<tr>
<td>Plan Coverage</td>
<td></td>
</tr>
<tr>
<td>Modification of Terms &amp; Conditions</td>
<td></td>
</tr>
<tr>
<td>Diagnosis, Liability and Warranty</td>
<td></td>
</tr>
<tr>
<td>If You Purchase New Equipment</td>
<td></td>
</tr>
<tr>
<td>Exclusions</td>
<td></td>
</tr>
<tr>
<td>Standard Terms</td>
<td></td>
</tr>
<tr>
<td>YOUR RIGHTS UNDER THE CONSUMER PROTECTION ACT, 2002</td>
<td>21</td>
</tr>
<tr>
<td>DIRECT ENERGY SAME DAY SERVICE</td>
<td>22</td>
</tr>
<tr>
<td>SPECIAL OFFERS</td>
<td>23</td>
</tr>
<tr>
<td>Plumbing Repairs &amp; Duct Cleaning</td>
<td></td>
</tr>
<tr>
<td>WE'VE GOT YOU COVERED. JUST CALL 1-800-266-3939 OR VISIT DIRECTENERGY.COM</td>
<td></td>
</tr>
</tbody>
</table>
Our Commitment to You

It’s simple – we want to make managing your home’s essential equipment easier for you. Whether it’s heating, cooling, plumbing, 3-in-1 Bundle or our complete Total Home Bundle with Appliance & Electrical Protection Plan We’ve got you covered. Please ensure you keep these terms and conditions for reference as they contain all of the details of your Plan(s).
NEED A REPAIR?

Repair under Your Plan

One of our Customer Care Agents is always ready to handle your call 365/24/7. Just call 1-800-266-3939 to schedule an appointment with one of our Authorized Service Technicians.

When calling regarding an emergency repair, please ensure the nature of the emergency is clearly described to the Customer Care Agent.

Gas Leak

In case of a GAS EMERGENCY or if you smell or suspect there is a gas leak, please leave your home immediately and call your local gas utility. Your safety is key.

**Enbridge Gas Distribution Inc.** : 1-866-763-5427
**Union Gas Utility** 1-877-969-0999
**Kingston Utilities** : 613-546-1181
**Kitchener Utilities**: 519-741-2541
HEATING PROTECTION PLAN

Parts Covered by Your Plan

The Heating Protection Plan provides coverage for residential furnaces (natural gas or propane), boilers, space heaters, air handlers and primary heat source fireplaces (the “Heating Units”). Coverage is provided for all parts within the Heating Unit casing, subject to the exclusions set out below, and for the thermostat.

For your reference, the following is a complete list of the Heating Unit parts covered in your Plan:

- Aquastat Controls
- Automatic Vent Damper/Motor
- Blower/Blower Components
- Door Switch
- Electric Ignition System
- Fan Control
- Fan Motor
- Flame Spreader
- Flow Switch
- Fuel or Air Flappers
- Furnace Low Voltage Circuit Fuse
- Gas Appliance Regulator
- Gas Burner and Orifices
- Gas Control Valve
- Heating Circuit Transformer
- Ignition Runner Bar
- Internal Wiring
- Limit Controls
- Pilot Burner
- Pilot Tubing
- Pressure Relief Valve
- Primary Circulator/Pump
- Pulley and Belt
- Relay
- Roll Out Switch
- Summer/Winter Switch
- Thermocouple/Generator
- Vent System Pressure Switch/Tubing
- Ventor or Motor Assembly
- Hot Surface Igniter

If your thermostat fails, we will provide a replacement with a make or model, of our choice, that operates your current heating, ventilation and/or air conditioning equipment.

Parts Not Covered by Your Plan

Heat pumps, equipment serving more than three dwelling units, equipment using conversion burners, the conversion burner itself, ductless wall units, and high velocity units are not eligible for coverage. For eligible Heating Units, the following parts are not covered by your Heating Protection Plan: heat exchanger, heating coil (air handler), heating sections (boiler), firebox/combustion chamber”, furnace filters, low and high water cut-off valves, external metal or plastic venting all associated parts, external drain tubing and all associated parts, external line/low voltage wiring, condensate pumps, back check valves, batteries for programmable thermostats and boiler feed valves, draining of the heating system. Replacement of the complete Heating Unit is also not covered under your plan. Zone thermostats/controls and energy management controls are not covered by your Plan.

Heating Protection Plan coverage does not cover ancillary equipment such as air conditioners, humidifiers and air cleaners, parts added on to your Heating Unit to accommodate such equipment, or repairs to the furnace made necessary as a result of faulty equipment.

Services Covered by Your Plan

Your Heating Protection Plan covers the diagnosis and, if necessary, the repair or replacement of specified parts within your Heating Unit. The service is subject to the general exclusions noted under the heading “General Terms and Conditions.

PLAN HIGHLIGHTS

- **YEAR ROUND PROTECTION:** YEAR-ROUND PARTS & LABOUR COVERAGE ON ALL APPLICABLE PARTS

- **NO LIMITS:** UNLIMITED NUMBER OF REPAIR CALLS

- **SAME DAY SERVICE:** WHEN YOU CALL BY 5PM WITH A BROKEN FURNACE, WE’LL DO EVERYTHING WE CAN TO BE THERE THE VERY SAME DAY”

6 :: PLEASE SEE GENERAL TERMS APPLICABLE TO ALL PLANS FOLLOWING THE PLAN DESCRIPTIONS.
HEATING PROTECTION WITH MAINTENANCE PLAN

Your Heating Protection with Maintenance Plan has the same coverage as the Heating Protection Plan plus, it also includes an annual safety and performance inspection of your Heating Unit. This includes a safety test for carbon monoxide (CO). The service is subject to the general exclusions noted under the heading “General Terms and Conditions.”

The annual maintenance will be performed at any time during the coverage year upon request by you, however it is ideal to complete it by September 30th.

DON’T WAIT UNTIL PEAK SEASON TO COMPLETE YOUR MAINTENANCE. CALL US TO SCHEDULE YOUR APPOINTMENT TODAY.

PLAN HIGHLIGHTS

• INCLUDES ALL BENEFITS OF THE HEATING PROTECTION PLAN

• PLUS ANNUAL MAINTENANCE TO HELP:
  - DETECT CARBON MONOXIDE LEAKS
  - EXTEND THE LIFESPAN OF YOUR EQUIPMENT
  - REDUCE YOUR MONTHLY ENERGY BILLS

CALLED BY 5PM. WE’LL BE THERE!**
COOLING PROTECTION PLAN

Parts Covered by Your Plan
The Cooling Protection Plan provides coverage for residential electric powered central air conditioning units (the “Cooling Units”). Coverage is provided for all parts within the Cooling Unit and for the thermostat. The cost to diagnose and replace any defective parts that have caused a refrigerant leak are included in your Plan coverage.

If your thermostat fails, we will provide a replacement with a make/model, of our choice, that enables like operation of your current heating, ventilation and/or air conditioning equipment.

For your reference, the following is a complete list of the Cooling Unit parts covered in your Plan:

• Add-on Fan Centres
• Capacitor
• Condenser Coil
• Internal Copper Tubing
• Add-on Indoor Fan Relay
• Low Ambient Temperature Sensor
• Cooling Contactor/Relay
• Evaporator Coil
• Internal Electrical Wiring
• Condenser Fan Motor
• Compressor
• Fan Blade
• Line Components
• Thermostat

Parts Not Covered by Your Plan
Our total parts and labour responsibility for compressor unit or condenser coil repair is limited to a CDN $500 maximum retail value (including HST) each year of your Cooling Protection Plan coverage.

The following are not eligible for coverage: Natural gas powered, ductless, wall unit, heat pump, water cooled units, high velocity air conditioning units and any air conditioning unit that is not easily accessible by our Authorized Repair Technicians including, but not limited to, air conditioning units that are located in a crawl space or attic, or require the use of a ladder to gain access.

Costs of refrigerant recovery, vacuuming and refill are excluded from coverage. Your Cooling Protection Plan also does not cover ancillary equipment such as furnaces, humidifiers and air cleaners or repairs to the Cooling Unit made necessary as a result of faulty ancillary equipment.

Zone thermostats/controls and energy management controls are also not covered by your Cooling Protection Plan.

Services Covered By Your Plan
Your Cooling Protection Plan covers the diagnosis and repair, replacement or adjustment of the specified parts within your Cooling Unit as deemed necessary by our Authorized Service Technician. The services covered by your Cooling Protection Plan are subject to the exceptions noted below and up to the limits set out in this Terms and Conditions Booklet.

Services Not Covered by Your Plan
Your Cooling Protection Plan does not cover costs of refrigerant recovery, evacuation and refill. The service is subject to the general exclusions noted under the heading “General Terms and Conditions.”

PLAN HIGHLIGHTS

• YEAR ROUND PROTECTION: YEAR-ROUND PARTS & LABOUR COVERAGE ON ALL APPLICABLE PARTS

• NO LIMITS - UNLIMITED NUMBER OF REPAIR CALLS

• SAME DAY SERVICE - WHEN YOU CALL BY 5PM WITH A BROKEN AIR CONDITIONER, WE’LL DO EVERYTHING WE CAN TO BE THERE THE VERY SAME DAY**
Your Cooling Protection with Maintenance Plan has the same coverage as the Cooling Protection Plan plus it also includes an annual safety and performance inspection of your Cooling Unit. The service is subject to the general exclusions noted under the heading “General Terms and Conditions.”

Your annual Cooling Unit maintenance will be performed between April and September upon request by you, however it is ideal to complete it by May 30th.

DON’T WAIT UNTIL PEAK SEASON TO COMPLETE YOUR MAINTENANCE. CALL US TO SCHEDULE YOUR APPOINTMENT TODAY.

PLAN HIGHLIGHTS

• INCLUDES ALL BENEFITS OF THE COOLING PROTECTION PLAN

• PLUS ANNUAL MAINTENANCE TO HELP:
  - DETECT CARBON MONOXIDE LEAKS
  - EXTEND THE LIFESPAN OF YOUR EQUIPMENT
  - REDUCE YOUR MONTHLY ENERGY BILLS

CALL BY 5PM. WE’LL BE THERE!!
PLUMBING & DRAINS PROTECTION PLAN

Parts Covered by Your Plan

Your Plan provides coverage of the specific diagnostic and repair work itemized below. Your Plumbing and Drain Protection Plan coverage extends only to the plumbing related piping and drains inside your home and waste drainage and rainwater drains within the boundary of your property up to the point of connection to the main municipal drain. Where common elements apply (e.g., condominium units and shared drains), coverage extends only to the point of connection to the common elements. Your plumbing and drain system must be in accordance with your local Plumbing Code in order to be eligible for coverage.

The following is a complete list of the service coverage under your Plan:

• Hot and cold water pipes downstream of your main incoming valve
• Stop and waste valves
• Piping to your humidifier and refrigerator
• Moving parts within the toilet tank
• Primer line to laundry tub
• Mixing valves
• Humidifier valves
• Blocked Toilets, Sinks and Showers
• Diagnosis of below grade waste drains or below grade rainwater drain blockages
• Outside hose bibs

Parts Not Covered by Your Plan

Your Plumbing and Drain Protection Plan does not cover the following items: faucet repair including, but not limited to, the repair or replacement of washers and/or cartridges in taps, faucet replacement, annual or routine plumbing inspection or cleaning of drains or catch basins, changes to or problems with municipal water services, repair or replacement of fixtures or equipment, water heaters, water softeners, water filtration systems, septic systems, sink basins, toilet seats, toilet tanks or bowls, bathtubs, showers, bidets, boilers, boiler piping and valves, radiators, radiator piping and valves, humidifiers, hot tubs, swimming pools, out-building supplies, decorative garden features, rainwater downspouts or eavestroughs, weeping tiles, backflow preventor, radiant in-floor heating and Saniflo electrical units for toilets and repairs made necessary as a result of faulty fixtures or equipment, sump pumps, repairs of below grade drains beyond a one-time auger and camera scope of each blocked below grade drain, repair or replacement of motors, heaters, jets or related piping provided to bathtubs, hot tubs, or swimming pools, appliance piping/drains, heating equipment piping/drains, or septic systems and their outflow pipes, pipe replacement required where pipe design/integrity has resulted in poor pressure (e.g., from the calcification of galvanized or lead piping or integrity problems related to hard water), drain piping repairs caused by improper installation or settling, replacement of galvanized, lead, cast iron, or non-pex plastic piping; and, mobile homes.

Limitations on Your Plumbing and Drain Protection Plan

The service is subject to the general exclusions noted under the heading “General Terms and Conditions.”

Costs of Additional Repairs

As required, diagnosis will include a one-time auger and camera scope of each blocked below grade drain. If permanent drain repairs (e.g., main drain replacement, power flushing of grease blockages or reconfiguration of internal drains) are necessary, we will provide a written estimate of the work required to prevent further drain blockages, however, your Plan coverage does not cover permanent repairs. No further work will be performed on the drain until proper repairs have been made in respect of the problem originally diagnosed.

As a Plan customer, you will receive a 15% discount off our then current parts and labour charges for permanent repairs if Direct Energy or one of our authorized agents completes the work.

PLAN HIGHLIGHTS

• YEAR ROUND PROTECTION: YEAR-ROUND PARTS & LABOUR COVERAGE ON ALL APPLICABLE PARTS
• NO LIMITS - UNLIMITED NUMBER OF REPAIR CALLS
• PRIORITY SERVICE - PRIORITY SERVICE† IN THE EVENT OF A BREAKDOWN
FLEX PLANS

Heating, Cooling, Plumbing & Drains FLEX Protection Plans

Our Flex Plans offer the same coverage & benefits as the respective Heating, Cooling, and Plumbing & Drains Protection Plans shown on pages 6-10. For repairs under our FLEX plan option, a service charge of $45 plus HST is charged for each repair.

PLAN HIGHLIGHTS

• YEAR ROUND PROTECTION: YEAR-ROUND PARTS & LABOUR COVERAGE ON ALL APPLICABLE PARTS (SEE PAGE 6-10 BASED ON YOUR SPECIFIC FLEX PLAN TYPE)

• NO LIMITS - UNLIMITED NUMBER OF REPAIR CALLS

• SUPPORT CENTRE - 24-HR SUPPORT CENTRE READY TO TAKE YOUR CALL

CALL BY 5PM. WE’LL BE THERE!**
TOTAL HOME 3-IN-1 BUNDLE PROTECTION PLAN

HEATING
The heating portion of your Total Home 3-in-1 Bundle covers the diagnosis and repair, replacements or adjustment of the parts set out in the Heating Protection Plan section of this Terms and Conditions Booklet. The exclusions set out in the Heating Protection Plan section of this Terms and Conditions Booklet also apply to the heating portion of your Total Home 3-in-1 Bundle Protection Plan.

Cooling
The cooling portion of your Total Home 3-in-1 Bundle covers the diagnosis and repair, replacements or adjustment of the parts set out in the Cooling Protection Plan section of this Terms and Conditions Booklet. The exclusions set out in the Cooling Protection Plan section of this Terms and Conditions Booklet also apply to the cooling portion of your Total Home 3-in-1 Bundle.

Plumbing
The plumbing portion of your Total Home 3-in-1 Bundle covers the diagnosis and repair, replacements or adjustment of the parts set out in the Plumbing Protection Plan section of this Terms and Conditions Booklet. The exclusions set out in the Plumbing Protection Plan section of this Terms and Conditions Booklet also apply to the plumbing portion of your Total Home 3-in-1 Bundle.

Specific Excluded Costs
The service is subject to the general exclusions noted under the heading “General Terms and Conditions.”
MAINTENANCE PLANS

FURNACE MAINTENANCE PLAN

Your Furnace Maintenance Plan covers one of the following, as applicable: furnace (natural gas or propane), boiler (natural gas or propane), space heater or air handler (the “Heating Unit”). It provides for an annual maintenance visit for your Heating Unit including a safety test for carbon monoxide. The annual heating maintenance will be performed at any time during the coverage year upon request by you, however it is ideal to complete it by September 30th.

The following are not eligible for coverage under your Furnace Maintenance Plan:, equipment using conversion burners, the conversion burner itself, wall units, space heaters, heat pumps, high velocity units, thermostats, equipment serving more than three dwelling units. Also, your Furnace Maintenance Plan does not cover the flushing of the heat exchanger.

Furnace Maintenance:

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<tr>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
<th>JUL</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
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<td>BEST OF COMPLETE BY 30TH</td>
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FIREPLACE MAINTENANCE PLAN

Your Fireplace Maintenance Plan covers a natural gas fireplace only. It provides for an annual maintenance visit for your natural gas fireplace. Your annual maintenance visit may be performed at anytime during the coverage year upon request by you.

CENTRAL AIR CONDITIONING MAINTENANCE PLAN

Your Central Air Conditioning Maintenance Plan covers, as applicable the residential electric powered central air conditioning units in a residence comprised of three (3) or fewer dwelling units. It includes an annual maintenance visit for your central air conditioning unit. The annual cooling maintenance will be performed between April and September upon request by you, however it is ideal to complete it by May 30th.

Your Central Air Conditioning Maintenance Plan does not cover natural gas powered, ductless, window units, heat pump and high velocity air conditioning units. It does not cover costs to diagnose and isolate any components for pressure testing on any defective parts which have caused a refrigerant leak. Environmental charge for refrigerant recovery, vacuuming and refill of the unit are also excluded from coverage by the Central Air Conditioning Maintenance Plan.

Air Conditioner Maintenance:

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<tr>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
<th>JUL</th>
<th>SEPT</th>
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<td>BEST OF COMPLETE BY 30TH</td>
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Specific Excluded Costs

Please see general terms applicable to all plans following the plan descriptions.

TIP DON’T WAIT UNTIL PEAK SEASON TO COMPLETE YOUR MAINTENANCE. CALL US TO SCHEDULE YOUR APPOINTMENT TODAY.

PLAN HIGHLIGHTS

Annual Maintenance is key to safe and efficient operation of your equipment. Regular maintenance offers numerous benefits including:

- Up to a 22-point safety and performance check
- Help detect carbon monoxide leaks
- Help extend lifespan of your equipment
- Help reduce your energy bills
- Help to improve indoor air quality
- Help prevent inconvenient breakdowns & costly repairs

WE’VE GOT YOU COVERED. JUST CALL 1-800-266-3939 OR VISIT DIRECTENERGY.COM
TOTAL HOME BUNDLE WITH APPLIANCE & ELECTRICAL PROTECTION PLAN

The Total Home Bundle with Appliance & Electrical Protection Plan includes the same coverage as the Heating Protection Plan (page 6), Cooling Protection Plan (page 8), and Plumbing & Drains Protection Plan (page 10). This Plan also includes coverage for your electrical wiring and appliances as described below. Variations of this Plan exist, please call to confirm your coverage.

ELECTRICAL PROTECTION PLAN

Parts Covered by Your Plan

The Electrical Protection Plan provides coverage for residential home electrical components. For your reference, the following is a complete list of the electrical units covered in your Plan:

- Interior wiring
- Electrical panels
- Receptacles
- Switches
- Outlets

Your Electrical Protection Plan does cover the diagnosis and repair, replacement or adjustment of the specified parts within your covered components as deemed necessary by our Authorized Service Technician. The services covered by your Electrical Protection Plan are subject to the exceptions noted below and up to the limits set out in this Terms and Conditions Booklet.

Parts Not Covered by Your Plan

Under the Plan, Direct Energy’s total parts and labour responsibility (including access to wiring through unobstructed walls, ceilings or floors only, diagnosis, repair and returning the access opening to rough finish condition) is limited to a maximum of CDN $500 retail value (including HST) during each year of Plan coverage. You are responsible for any parts and labour charges over and above this amount.

Fixtures, ceiling fans, doorbells, alarms, remote controls, intercoms, knobs, buttons, caps, hinges, handles, central vacuum systems, aluminum wiring, knob and tube wiring, inadequate wiring capacity, circuit overloading, power failure, power surge, direct current (D.C.) wiring or components, electrical appliances and garage door openers. We are responsible for installing standard products. Decorative or specialty switches, outlets, and receptacles are not covered by the Plan and will be replaced with standard white or beige switches, outlets and receptacles. We are not responsible for upgrades or for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment.

APPLIANCE PROTECTION PLAN

Parts Covered by Your Plan

The Appliance Protection Plan covers components of the residential home appliances listed below.

- Kitchen refrigerator
- Dishwasher
- Clothes washer
- Clothes dryer
- Range/oven/cooktop

Plan coverage includes all components and parts that affect the operation of the Appliance, subject to the exclusions listed below and elsewhere in these Terms and Conditions. For purposes of the Appliance Protection Plan, “Component(s)” means the mechanical or electrical part(s) covered under these Terms and Conditions.

Parts Not Covered by Your Plan

i) Kitchen Refrigerator: Clogged drains or lines, condensation pans, liner cracks not deemed as manufacturer’s defects by one of our Authorized Repair Technicians, roller and leveling feet, glass displays, light bulbs, grates, caps, racks, shelves, interior thermal shells, stand-alone freezers, ice cube makers and beverage dispensers which are not factory installed and/or an integral part of the Appliance.

ii) Dishwasher: Clogged drains or lines, roller or leveling feet, glass displays, light bulbs, grates, caps, rinse aids, racks and baskets.

iii) Range/Oven/Cook top (Gas or Electric): Clocks and LED displays, microwave ovens (unless it is an integral part of the oven), meat probe assemblies, rotisseries, racks, light bulbs, shelves, roller or leveling feet, grates, burner bowls, glass displays, glass or ceramic tops (unless deemed to be a thermal crack by our Authorized Repair Technician) and trays; sensi-heat burners will only be replaced with standard burners.

iv) Clothes Washer: Clogged drains or lines, external hoses, roller and leveling feet, glass displays, light bulbs, grates, caps, rinse aids, fabric softener dispenser, plastic minitubs, soap dispensers, filter screens, and damage to clothing.

v) Clothes Dryer: Clogged duct or venting, roller or leveling feet, glass displays, light bulbs, grates, caps, fabric softener/bleach dispenser, venting, lint screens, and damage to clothing.

14 :: PLEASE SEE GENERAL TERMS APPLICABLE TO ALL PLANS FOLLOWING THE PLAN DESCRIPTIONS.
ADDITIONAL TERMS AND CONDITIONS FOR THE APPLIANCE AND ELECTRICAL PROTECTION PLAN

Our Plan provides coverage of the parts and labour costs for the specific diagnostic and repair work itemized on page 14. Decisions as to whether parts replacement or repair is necessary will be made by us, in our reasonable discretion.

For the Appliance Protection Plan, we have the sole right to determine whether the appliance will be repaired or replaced (Appliance Protection Plan only), but are not responsible for any delays in obtaining parts or replacement appliances.

Certain limitations of liability apply for all types of Equipment. All Equipment is subject to these Terms and Conditions, including eligibility requirements, limitations and exclusions referred to in “Dwellings”, “Technician Safety” and “General Exclusions” sections.

Replacement Option: For covered Appliances, we will make commercially reasonable efforts to locate replacement parts and provide services to restore your product or unit to its original working condition. In the event that a replacement part is not available during the coverage period or our Authorized Repair Technician determines that it is not commercially reasonable to repair the Appliance, we may, at our option, choose to replace you with a residual allowance to aid in the purchase of a new Appliance.

If you choose to replace the Appliance with a brand new Appliance, we will automatically extend coverage under this Plan to your new Appliance. The amount that we will provide to you is based on the Residual Allowance Table in the section entitled “Product Residual Amount”.

Replacement Parts: Any replacement parts used to repair your eligible Appliance may, at our option, be new, refurbished or non-original manufacturer’s parts that perform to the factory specification of the eligible Appliance.

We are responsible for installing replacement of similar features, capacity and efficiency, but not for matching dimensions, brand or colour. Commercially reasonable efforts will be made to match dimensions, brand or colour. We are not responsible for upgrades or for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment.

In the event the covered Appliance is not cost effective to repair, we, at our option, may replace your covered Appliance with an Appliance of like kind and quality.

The price of the replacement Appliance shall not exceed the current retail purchase price of the covered Appliance. If we elect to replace your covered Appliance and a replacement Appliance, as described above, is not available, we will pay you a cash settlement based on the Residual Allowance Table. The amount of the cash settlement shall not exceed the current Manufacturer’s Suggested Retail Price (“MSRP”) of a replacement Appliance of like kind and quality. Upon payment of a cash settlement for the covered Appliance, coverage for the affected Appliance will cease. If you choose to replace the covered Appliance with a brand new Appliance, we automatically extend coverage under this Agreement to your new Appliance upon receipt of proof of purchase and its installation in your primary residence.

For the Appliance Protection Plan, we will not upgrade any Equipment. If an item of like kind and quality and functionality cannot be utilized because of current zoning, building code or other code of government regulations, our liability is limited to the amount of the Residual Allowance.

Product Residual Amount: Residual Amount is a percentage of the original retail product value based on age as follows:

- 0 to 3 years old 100%
- 4 to 7 years old 75%
- 8 to 12 years old 50%
- 13 or more years old 20%

If you are unable to provide us with proof of the original retail product value, which can include the MSRP, then the following Residual Amounts will apply to the covered Appliance: In the case of MSRP, no adjustments will be made for inflation.

Type of Appliance Residual Amount ($CDN)

<table>
<thead>
<tr>
<th>Appliance</th>
<th>Residual Amount</th>
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</thead>
<tbody>
<tr>
<td>Kitchen Refrigerator/Freezer</td>
<td>$150</td>
</tr>
<tr>
<td>Range/Oven/Cook top</td>
<td>$150</td>
</tr>
<tr>
<td>Clothes Washer</td>
<td>$110</td>
</tr>
<tr>
<td>Clothes Dryer</td>
<td>$110</td>
</tr>
<tr>
<td>Dishwasher</td>
<td>$110</td>
</tr>
</tbody>
</table>
GENERAL TERMS AND CONDITIONS

Term of Plan

Beginning of Plan Coverage - Your plan coverage begins once you have enrolled in the applicable Plan and remains in effect for an initial period of one year, except as specifically noted in this Terms and Conditions Booklet.

Renewal of Your Protection Plan - For your convenience, there is an automatic renewal process. Your plan will renew each year on the anniversary of your enrollment date (your "Anniversary Date") unless:

i) you have given us prior notice to your renewal date or within 10 days after the renewal date that you do not wish to renew your coverage, or

ii) we have given you notice prior to your renewal date that your coverage will not be renewed.

To cancel by email: DECustomerCare@directenergy.com. You may also call or write us in accordance with the information set out in the 'How to Contact Us' portion of these terms and conditions.

Plan Cancellation - We may discontinue or cancel the Plan(s) at any time. If we do so, our liability will be restricted to refunding to you the unexpired portion, if any, of the Plan purchase price. We will complete any repairs or parts replacements covered by your Plan for which you have notified us prior to the date the program is discontinued.

If you cancel prior to the anniversary date of your Plan or if we cancel your Plan because a payment is overdue by more than thirty (30) days, any payments owing on the annual premium become due, except as stated otherwise in this Terms and Conditions Booklet.

If this agreement was entered into through an agent of ours in person at a place other than our premises, you may cancel this agreement on the first annual Anniversary Date or any time thereafter by providing us with notice 90 days prior to cancellation. If you purchased our Bundled Plans, the entire Bundled Plan will be cancelled.

Paying For Your Plan

You agree to pay the amounts at the intervals described in the enclosed welcome letter. Applicable taxes (including HST) will be added to each installment when billed. We may include your Plan charges with other Direct Energy Home Services charges (if any) on your monthly gas utility bill, or we may bill these charges separately. Amounts will be billed in advance of the period to which they apply, are payable by the due date shown on the bill, and may be paid by any method accepted by your utility.

If we bill you separately, you can make payments by online banking, telephone banking, Internet banking and payment at the bank. If you do not make a payment on time, you agree to pay interest of 1.5% on amounts owing, compounded monthly from the due date (which equals an annual rate of 19.56%).

Plan Coverage

Dwellings - Your Plan coverage applies only to single family residence, be it a house, townhouse, condominium or apartment unit, modular home or a manufactured home that has been anchored to a permanent foundation and not moved during the coverage term. Equipment located in commercial properties or in residences that are used as businesses, is not eligible for coverage. If the covered residence is a condominium, townhouse, modular home or manufactured home, coverage is limited to the equipment and systems located within the individual covered unit. Common areas or shared systems in multiple unit dwellings are not covered. If you have more than one piece of the same equipment or system, Plan coverage is limited to the first piece of Equipment that we repair under the Plan.

If You Move - Your Plan is transferable to your new residence provided you move within our service area. You can be credited for the unused installments at your new residence if the information of the move is provided to Direct Energy.

Please contact the number located on your bill 30 days
before you move out of your current address to ensure the successful transfer of the plan(s).

If you live in the South Western Ontario area, please contact Direct Energy at 1-800-266-3939 to advise us of your upcoming move.

**Modification of Terms and Conditions**

We may modify the terms and conditions of your Plan, including the price by giving you notice of the changes at least thirty (30) days and no more than ninety (90) days prior to the Anniversary Date. Such changes will become effective on the Anniversary Date.

**Diagnosis, Liability and Warranty**

**Diagnosis** - We will diagnose and repair equipment in accordance with the terms and conditions as long as the equipment is:

- Located within the confines of the permanent foundation of your residence (except for a central air conditioning unit)
- Properly installed and in proper working order on the effective date
- Safely accessible for diagnosis and repair by the Authorized Repair Technician; and
- Located in a safe environment for our Authorized Repair Technician

**Liability** - Direct Energy tries to diagnose and repair problems on the first service visit, however, it's not always possible. We are not liable for losses or damages resulting from misdiagnosis or delays in completing diagnosis or repairs. If we do not correct or repair a problem covered by your Plan or if a replacement part fails, our sole liability will be to correct the problem and, if necessary, to provide an additional replacement part.

In no event are we liable for indirect, consequential or economic damages or for loss or damages to any person or property, indirect, consequential or incidental arising from the use or inability to use the equipment to the extent such may be disclaimed by law, nor do the Terms and Conditions cover any defects which are subject to a manufacturer’s or distributor’s recall, in-home warranty, or which are covered under a manufacturer’s, distributor’s or builder’s program of reimbursement.

Pre-existing defects or deficiencies in existence prior to enrollment are excluded from coverage.

All parts and labour covered by the Plan must be provided by a Direct Energy Authorized Technician. We cannot reimburse you for parts and labour not done by our authorized technician.

**Unavailable Parts or Non-repairable Equipment** - We try to locate a replacement part or an appropriate substitute as quickly as reasonably possible but limited availability of certain parts may result in delays from time to time. In the event that a part is no longer available or we cannot obtain it at a commercially reasonable cost, we will not be liable for replacing the equipment. (Not applicable to the Appliance and Electrical Protection Plan. See pages 14 & 15 for details.)

If the part is no longer available or the equipment cannot be repaired, either of us may terminate your plan. If there has not been a prior service call in the current coverage year, your payments relating to the current coverage year will be refunded in full upon termination of your plan. (Not applicable to the Appliance and Electrical Protection Plan. See pages 14 & 15 for details.)

**Warranty** - If your Plan has expired, we will warranty our parts and labour for 90 days after the date of the repair.

During the manufacturer’s warranty period, the manufacturer is responsible for items covered under their expressed or implied warranties. We will pay for repair expense not covered by the manufacturer’s warranties and covered by this Agreement

If you purchase new Heating or Cooling Equipment

**Bundled Plan Customers** - If you are a Total Home Bundle Protection Plan (3in1 or with Appliance & Electrical)
or Heating/Cooling Protection with Maintenance Plan customer and you purchase a new central air conditioner or Heating Unit from Direct Energy that is covered by your bundled Plan, your Plan coverage will be downgraded within 30 days of your new equipment installation date to a new annual Plan that excludes repair coverage on your new equipment. We will mail you a welcome package with your new coverage and advise you of your new lower monthly rate.

**Non-Bundled Plan Customers** - If you are not a Total Home Bundle Protection Plan (3in1 or with Appliance & Electrical) or Heating/Cooling Protection with Maintenance Plan customer and you purchase a new central air conditioner or Heating Unit from Direct Energy and it is covered by your non-bundled repair Plan, the Plan coverage and any remaining charges will be cancelled within 30 days of your new equipment installation date.

**Parts** - All parts replaced under your Plan coverage become our property. (Not applicable to the Appliance and Electrical Protection Plan. See pages 14 & 15 for details.)

**Exclusions**

**General Exclusions** - Your Plan specifically does not cover any costs, including diagnosis and service, repair, parts replacement or adjustment if the equipment was used for commercial applications. Costs will further not be covered if repairs needed because of: design faults or faults which existed before your Plan became effective, abuse, tampering, alterations or repairs by persons other than us, accidental or deliberate damage, loss, theft, freezing weather conditions, subsidence, structural repairs, fire, lightning, explosion, earthquake, flood, storm, acts of war or other insurable risks, the thermostat is not at the proper setting, the household electrical fuse or breaker required for the unit is blown, the Heating Unit or Cooling Unit has been turned off, improper sizing or application of the equipment, redecoration or renovation related work, pre-existing defects or deficiencies in existence or which have previously been repaired during the first 30 days prior the Effective Date, lack of reasonable maintenance, heating, cooling, appliance, electrical or plumbing or drains system breaking down.

Flushing of the heat exchanger and additional cleaning that is required due to insufficient or improper maintenance prior to joining the Plan or as a result of building renovations, fire or flood is excluded from coverage under the Plan. If required, these services will be charged to you at our standard labour rate plus HST at the time of repair. Boiler system drainage and refill are excluded from Plan coverage.

**Redecoration and restoration costs** - The costs of redecoration and restoration costs required as a result of any work performed in connection with the Plan are not covered. This includes wall-coverings, drywall, plaster, wallpaper, paint, floor coverings, tile, cabinetry, counter tops, landscaping or repair of any structural or cosmetic defects.

Your Plan does not cover: Parts, components not specifically listed in these Terms and Conditions or that relate to a manufacturer’s part recall, Providing for or closing access to covered items, except as noted in these Terms and Conditions, Service or repairs of Equipment that are related to inadequacy or lack of capacity, improper installation, previous repair, design or any modification to the system or appliance, unless performed by us under these Terms and Conditions, Electronic, computerized or energy management systems or devices, such as “Smart House”, Service, maintenance, repair, or replacement necessitated by any loss or damage resulting from any cause other than normal usage, Loss or damage due to chemical or sedimentary build-up, misuse or abuse, unauthorized repair by others, failure to clean or maintain the Equipment, rust, corrosion, insect infestation, mould, mildew or bacterial manifestations, missing parts, structural change, fire, freezing, electrical failure or surge, water damage, lightning, mud, earthquake, soil movement, windstorms, hail, theft, negligence, intentional acts, riot, accidents, pet or pest damage, acts of God, or failure due to excessive water pressure or any other perils are not considered loss or damage by normal use, Parts, components, units,
components and/or any subassemblies that are covered by a manufacturer’s, contractor’s, builder’s or installer’s warranty or program of reimbursement, Upgrades or for the cost of construction, carpentry, or other modifications made necessary by existing Equipment or installing different Equipment, Preventative maintenance, Consumable items, including but not limited to filters and fuses, and, Replacement of spoiled food as a result of failure of Equipment or electricity outage.

**Building and Zoning Code Requirements or violations** - If current building or other code violations are discovered before or during the diagnosis or repair of Equipment, we shall not be required to repair or service the Equipment until you complete the necessary corrective work at your own expense. If additional costs are incurred in order to comply with local, provincial, or federal law, we shall not be responsible for that additional expense. We are not responsible for service or repair of equipment when permits cannot be obtained and we will not pay any costs relating to permits.

**Hazardous Materials** - We shall not cover service involving hazardous or toxic materials, asbestos, lead or the disposal of refrigerants or contaminants.

**Standard Terms**

**Personal Information** - We collect and use personal information about you in order to establish and manage our business relationship with you. In light of this, you allow us to:

- review information about your Direct Energy bill payments;
- if your Plan is billed by your gas utility, you authorize your gas utility to provide us with any information about your Plan, including charges and payment information;
- share your information with other companies that are involved in the provision of the Plan;
- share your information with our Authorized Repair Technicians in order to provide service under your Plan;
- disclose information about you for the following purposes:
  - Billing and/or supplying services to you under these Terms and Conditions;
  - Law enforcement;
  - Complying with a legal requirement; and
  - Processing of past due accounts of yours which have been passed to a debt collection agency.

Unless you tell us otherwise, you also allow us to use and disclose your personal information to tell you about other products and services that may be of interest to you. If you do not want us to contact you for this reason or you would like more information about how we use personal information, please feel free to contact us using the information set out in the section called How to Contact Us. We may record our telephone conversations with you and disclose the recordings to achieve the purposes set out in this section.

**Technician Safety** - No service or repairs under the Plan will be provided if our authorized repair technician refuses to enter a residence due to the presence of animals, insects, unsanitary conditions or unsafe conditions including equipment that is not easily accessible. In the event of such unsanitary or unsafe conditions, as determined by us acting reasonably we may, in our sole discretion, terminate your Plan. If there has not been a prior service call in the current coverage year, your payments relating to the current coverage year will be refunded in full upon termination of your Plan. If there has been a prior service call in the current coverage year, we will refund the unused portion of the Plan.

**Governing Law** - This Agreement is governed by the laws of Ontario and Canada.

**Entire Agreement** - These Terms and Conditions, including any attached schedules, and the signed application form (together, the “Agreement”) make up your agreement and is the entire agreement between you and us. There are no other written or verbal representations, rights, obligations or inducements (including those of sales agents) that are binding on us.
**General Terms and Conditions**

**Conflict** - If there is a conflict between the information on the application form and these Terms and Conditions, the Terms and Conditions take priority.

**Assignment** - We may assign any or all of our rights and obligations under this Agreement or pledge the Agreement or proceeds thereunder as security for any obligation, without your permission. If you want to assign this Agreement to anyone else, you will need our written consent to do so.

**Notice** – We can provide notice to you by personal delivery, mail (including registered mail), phone or by e-mail. If the e-mail addresses which you have provided us changes, you will contact us to give us your updated e-mail address.

**Force Majeure** - We are not responsible for failing to perform our obligations or for any loss to you under these Terms and Conditions if we are prevented from doing so by events or circumstances beyond our control.

**How to Contact Us**

**By phone:** toll free 1-800-266-3939

**By email:** DECustomerCare@directenergy.com

**Our website:** www.directenergy.com

**By personal delivery, mail or registered mail:**

Direct Energy Home Services,
80 Allstate Parkway
Markham, Ontario L3R 6H3
Attention: Customer Service

† Non-emergency problems will be serviced as soon as possible.

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YOUR RIGHTS UNDER THE CONSUMER PROTECTION ACT, 2002

If this Agreement was entered into through an agent of ours in person at a place other than our premises, 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 the supplier a reason for cancelling during this ten (10) day period.

If the supplier does not make delivery within thirty (30) days after the delivery date specified in this Agreement or if the supplier does not begin performance of his, her or its obligations within thirty (30) days after the commencement 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 thirty (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 thirty (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 thirty (30) day period has expired, you agree to accept delivery or authorize commencement of performance.

Supplier’s performance includes your right to request services under the Plan and commences ten (10) days after you have enrolled in the Plan.

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.
SAME DAY SERVICE

When Direct Energy customers like Sarah call with broken equipment and need our help, we'll respond fast. In fact, when you call by 5pm with broken equipment, we'll do everything we can to be there the very same day.**

** Available to Direct Energy Heating/Cooling Protection Plan and/or rental water heater customers whose equipment is not operational (i.e. – no heat, cooling or hot water). On average, Direct Energy attends to furnace, air conditioner or water heater non-operational calls 90% of the time the same day. ™ Direct Energy Home Services and the Energy Bolt Design are trademarks of Direct Energy Marketing Limited.
SPECIAL OFFERS

DUCT CLEANING SERVICE

Duct cleaning is recommended every 3-5 years to help ensure that your furnace operates at maximum efficiency. Dirty ventilation systems can lead to clogged AC coils and furnace filters as well as contaminated blower wheels that could result in a breakdown. As a Protection Plan customer we want you to save the next time you have your ducts cleaned.

$36 off duct cleaning service*

With Direct Energy you can:

☑ Get a FREE no-obligation phone quote
☑ Make 12 monthly payments starting at $32.99 on your gas bill ~
☑ Depend on our 30-day satisfaction guarantee**

PLUMBING & DRAIN REPAIRS

If your Plan does not include plumbing & drain coverage, we'd like you to save on the repair & call out charge whenever you have a plumbing or drain repair.

15% off parts & labour.

Rely on Direct Energy for:

☑ 24/7 Emergency Service
☑ Expert licensed plumbers
☑ Competitive pricing
☑ 90 day labour and 1 year parts guarantee◊

*Direct Energy reserves the right to discontinue offer at any time without prior notice. Cannot be combined with any other offer. Applicable taxes apply. ~Not available in all areas. Please call for details. **If you are not satisfied with your duct cleaning service within 30 days, we will redo your duct cleaning for free. ~Terms and conditions apply. Direct Energy reserves the right to discontinue offer at any time without prior notice. Cannot be combined with any other offer. Service not available in all areas. Applicable taxes apply. ◊If we did not fix the repair or if parts provided fail, we will redo the repair or replace the parts in the time frame described above.