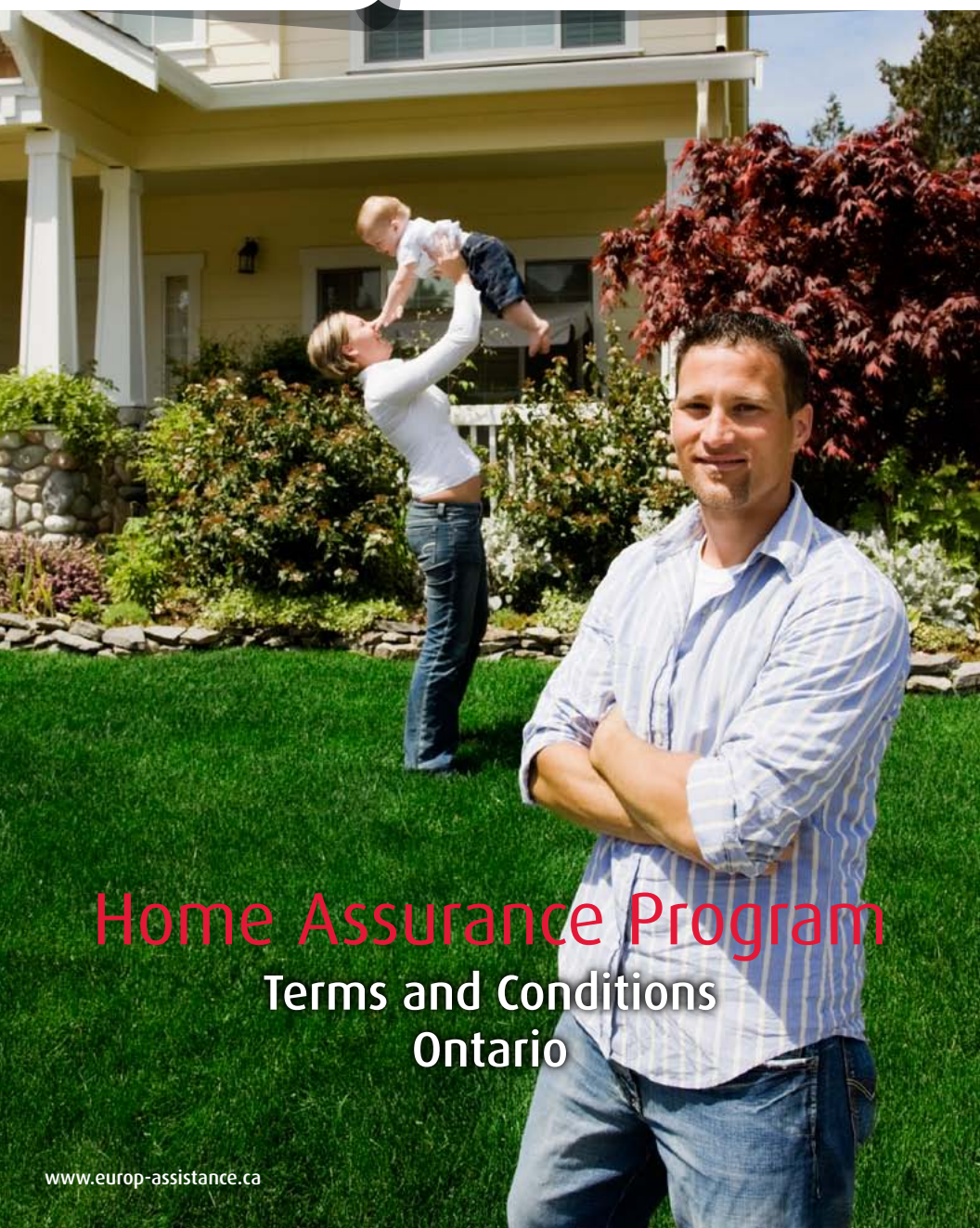




Home and Family



# Home Assurance Program

## Terms and Conditions

### Ontario

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## Definitions

In these Terms and Conditions (the “Agreement”), “Plan” is defined as one or more of the following: Complete Home Protection Plan, Complete Home + Protection Plan, Home Comfort Protection Plan, Home Systems Protection Plan and any combination of these plans. Bundled Plans combine two or more of the Plan(s) for a single retail price plus HST.

“You” and “your” mean the account holders who signed up for the Plan. “We”, “us” and “our” mean Canadian Medical Network Inc. (operating under the registered business name and carrying on business as Europ Assistance (EA) Canada), “Authorized Repair Technician” means the designated licensed repair person we will dispatch in the event of a repair.

## Section 1 – General Terms & Conditions

### Parts and Labour Coverage on Equipment, Appliances and Systems

Your Plan covers all labour and parts costs for the service work specified below, subject to the limitations and exclusions specified below. Decisions as to whether parts replacement or repair, or complete equipment, appliances or systems replacement is necessary will be made by us, or the “Authorized Repair Technician, in our reasonable discretion. We are absolved from all costs associated with replacement of your equipment, appliances and systems. Your Plan coverage excludes any equipment, appliances and systems replacement benefit.

Your parts and labour coverage includes diagnostic and repair of your equipment, appliances or systems and integral parts due to normal wear and tear. Your coverage conditions assumes proper installation of equipment, appliances or systems and that each are free of code infractions related to installation and service; and that regular maintenance of your equipment, appliances or systems is sustained. You are fully responsible for costs associated with these conditions.

Your coverage includes standard repair costs and emergency repair costs as defined within this Agreement. We provide 24 hour emergency call centre and service coverage, as deemed emergency by our Authorized Repair Technician.

### Unavailable Parts and Non-Repairable Equipment, Appliances and Systems

We will attempt to obtain a replacement part or an appropriate substitute as quickly as reasonably possible to repair your equipment, appliances or systems, 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 the related replacement. If the part is no longer available or the equipment, appliance or system cannot be repaired, you or we may terminate your Plan and if there has not been a prior service call in the current coverage year, your payments relating to the current coverage year for which you are no longer covered will be refunded in full upon termination of your Plan.

### Unauthorized Work

All service work covered by the Plan, including parts and labour must be arranged by us and provided by our Authorized Repair Technicians. We will not reimburse you for service work performed by someone other than one of our Authorized Repair Technicians.

### Transferrable

In the event that you sell your place of residence, your Plan can either remain with the residence that you have sold, or you may choose to transfer your Plan to your new place of residence.

If you choose to have your Plan remain at the residence which you have sold, you and the new homeowner agree to complete and fax or mail the Plan Ownership Transfer Form to us no later than **fifteen (15) days** before the closing date of the sold residence. You also agree to pay any remaining installments (if applicable) relating to the current Plan coverage to the furthest date of, the closing date of sale of your sold residence, a preferred date beyond the closing date of your sold residence, or as outlined in the cancellation notice section. Upon the closing of the residence sale, we will require the new homeowner to confirm to us all of their relevant personal information in order to verify and make the necessary changes to the Plan and to avoid Plan coverage disruption.

If you choose to transfer your Plan to your new place of residence, you agree to complete and fax or mail the Plan Residential Address Change Form to us no later than **fifteen (15) days** before you take possession of your new residence. A **15-day waiting period** applies from the date of possession of your new place of residence before you can receive service. Upon the closing of the residence sale, we will require you to confirm with us that you have taken possession of the new place of residence and confirm to us your new address information and other relevant personal information in order to verify the necessary changes to

your Plan and to avoid Plan coverage disruption. In no event will the Plan provide overlapping coverage of residences.

A discount may be offered to existing customers who choose to leave their paid Plan with their sold residence and who agree to set-up a new Plan of equal or greater value at their newly acquired residence, assuming the residence is within our service coverage area.

### Warranty & Liability

Problems cannot always be diagnosed and repaired on the first service visit. We are not liable for losses or damages resulting from your service need, or misdiagnosis or delays in completing diagnosis and/or repairs. If we fail to correct a repair problem covered by your Plan or if a replacement part fails, our sole liability will be to correct the problem and, if necessary and available, to provide an additional replacement part.

If your Plan has expired, this obligation will continue, with respect to labour pertaining to, and including defective parts replacement, for **90 days** after the date of the repair. This only assumes the exact same part requires replacement beyond the plan date and within 90 days of the last identical repair. You will be liable for 100% parts and labour costs for assumed warranty calls that prove not to be the identical service repair issue as experienced within previous 90 days. We will not, under any circumstances, be liable for indirect, consequential or economic damages.

Under no circumstances will we be liable 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.

### Rights & Interest

We may sell, assign or otherwise dispose of, or grant a security interest in, all or part of our right and interest in this Agreement to anyone else, without notice to you or your consent. If you want to assign this Agreement to anyone else, you will need our written consent to do so. To the extent not prohibited by law, you will not assert against any transferee any claims, defences, set-offs, deductions or counter-claims which you may now or in the future be entitled to assert against us.

## Section 2 – Eligibility

### Pre-Inspection

Although our plans do not typically warrant a pre-inspection, it is our discretion to insist on a pre-inspection prior to the commencement of Plan coverage.

### Effective Date

Your Plan coverage becomes effective **fifteen (15) days** after you have enrolled in the Plan (“Effective Date”) and we have received your completed and signed application and remains in effect until you choose to cancel your Plan or is cancelled by us, as long as all Plan payments are made by you as required. (see Late Payments and Cancellation Notice).

### Equipment, Appliances or Systems Requirements

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, appliances or systems located in commercial properties or in residences that are used as businesses, are not eligible for coverage. If the covered residence is a condominium, townhouse, modular home, or manufactured home, coverage is limited to the equipment, appliances and systems located within the individual covered unit. Common areas or shared systems in multiple unit dwellings are not covered.

These Terms and Conditions apply to equipment, appliances and systems. If you have more than one piece of the same equipment, appliance or system, Plan coverage is limited to the first piece of equipment, appliance or system that we repair under the Plan. We will diagnose and repair equipment, appliances and systems in accordance with the Terms and Conditions as long as the equipment, appliance or system 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;
- Without an existing code infraction and is safely accessible for diagnosis and repair by the Authorized Repair Technician; and
- Located in a safe environment for our Authorized Repair Technician.

## Section 3 – Billing

### Billing and Payment Frequency

You have two payment frequency options to choose from, namely **annual or monthly**. We will only issue a bill/renewal notice if you have selected to pay your premium on an annual basis.

**Annual Payment:** If you choose to pay for your Plan on an annual basis, your first year's premium is due with the application form. In subsequent years, we will issue you a renewal notice and your payment; either by cheque or credit card will be due to us within 30 days of the issue date of the renewal notification. If we do not receive your annual renewal payment within the 30 days, we will suspend your Plan and you will not be eligible to receive service until payment is received.

**Monthly Payment:** If you choose to pay for your Plan on a monthly basis, either through Pre-Authorized Monthly Payments (Canadian bank account) or through credit card (VISA, MasterCard or AMEX), your payment is due on the 15<sup>th</sup> day of each month.

All amounts will be billed in advance of the period to which they apply and are payable by the agreed upon due date or payment date. Based on the timing of your Plan Effective Date and the next monthly payment cycle, we may process a pro-rated credit of your credit card or debit of your personal bank account to cover the premiums owed between the Plan Effective Date and the next scheduled monthly billing. This pro-rated premium amount owing will be added to the amount owing on your first scheduled monthly premium payment amount.

### Coverage Term (Years)

You agree to make payments for each year or month of Plan coverage, whichever payment frequency option you have selected in the amounts and at the intervals agreed upon in your contract. Applicable taxes (including HST) will be added to each payment installment when billed.

### Term of Agreement

Terms of the Plan are rolling month-to-month terms assuming continued and ongoing coverage.

### Finance Penalty (APR)

You will pay us on demand interest on all amounts payable by you (including interest) and not paid when due, both before and after judgment, at a rate equal to 1.5% per month (or 19.6% per annum), compounded monthly.

### Payment Options

Payment options will vary by service line. You have the option to pay your Plan payments by one of the following Payment Methods:

1. Personal Cheque (only available for those choosing the Annual Payment Option)
2. Credit Card: VISA, Mastercard or AMEX Only
3. Pre-Authorized Monthly Payments (PAP) (drawn from a personal Canadian bank account only)
4. Other – based on the agreement with the Sales Distribution channel that sold you the Plan, the Distribution channel may agree to have payments collected on such things as your monthly energy bill, utility bill or insurance premium.

Payments made by personal cheque should be made payable to Europ Assistance Canada and, so long as there is no interruption in postal service, sent by mail to Europ Assistance Canada, 150 Commerce Valley Drive West, 9<sup>th</sup> Floor, Thornhill, ON Canada L3T 7Z3. If you are opening a new Plan, the personal cheque should be submitted with your completed application form. If you are renewing your Plan during the second year or future years, your Plan account number should be included on the front of your cheque. Cash should not be sent through the mail. If you have authorized us to have your payments deducted from your bank account (a pre-authorized monthly payment "PAP"), you will only receive another bill if the amount of the PAP changes. On approximately the same day (a "PAP Date") each month, the charges set out on your bill are due and we will debit your account for those charges and all other amounts you owe us. If the PAP date (15<sup>th</sup> day) falls on a statutory holiday or weekend, your account will be debited on the next business day.

### Returned Cheque Penalty

You will be charged \$25 for any cheque that is returned unpaid by your bank or for any PAP that cannot be processed for any reason.

### Late Payments

If a payment is overdue by more than **thirty (30) days**, we may terminate your Plan without notice and you forfeit any refund to you for past payments. If your payments are not up to date, we will automatically refuse service for Plan coverage. Except as specifically stated in this Agreement, your payments are non-refundable.

## Section 4 – Cancellation/Changes

### Cancellation Notice

Your coverage under any of the Plans will be in effect until cancelled by either us or by you upon **WRITTEN NOTICE** to the other party, unless as otherwise stated in payment clauses. Such cancellation will be effective **immediately** after the date written notice is received and you will **not be eligible** to receive repairs/service after such date. In the event that we cancel this Agreement, our liability will be restricted to a refund, if any, of the unexpired portion of any payments made, and to completing any repairs or parts replacements covered by your plan for which you have notified us up to the date of the termination of this Agreement.

Your notice must be provided to us either through the Plan Cancellation Form or letter from you. If you are submitting your cancellation notice via letter, please ensure to include your name, Plan account number, residence address, and clear direction to cancel.

If you wish to cancel your Plan, you will be responsible for the payment of an Administration Fee of **3 months** premium. Please refer to following:

**Monthly Payment Clients:** If you selected to pay your premium monthly, we will either debit your bank account or charge your credit card, whichever payment method you selected, for the Administration Fee of 3 months premium. This debit or charge will take place on the next scheduled billing date (15<sup>th</sup> of the month) of us receiving your cancellation notice.

**Annual Payment Clients:** If you selected to pay your premium annually and have paid 12 months premium, we will refund you the unexpired portion of payments made, **less** the Administration Fee of 3 months premium. A refund, in the form of a cheque will be issued to you within **fifteen (15) business days** of us receiving your cancellation notice.

### Notice to Change Terms (Provider)

We have the right to change, from time to time, any term of this Agreement, including any plan rates and charges by sending you prior notice of the change and such change will be effective **thirty (30) days** after the date set out in that notice.

We may, at any time, immediately cancel your Plan for fraud or material misrepresentation without prior written notice. You will be informed of this cancellation and the reason for it.

### Notice to Changes of Address or PAP Account (Customer)

You agree to promptly inform us in writing or by completing the Residential Address Change Form, of any change of your mailing address at least **fifteen (15) days** in advance of such change. If you have chosen to make your payments under this Agreement by PAP, you must inform us in writing or by completing the Plan Premium Payment Information Change Form at least **fifteen (15) days** of any changes in the bank account information you provided. Forms can be found at [www.ea-canada.ca](http://www.ea-canada.ca).

### Non-Refundable

Except as specifically noted in this Agreement, your plan payments and coverage are nonrefundable.

## Section 5 – Service Coverage/Limits

### Maintenance Plans

An **optional** annual furnace maintenance and safety inspection is available on select Plan options. Please refer to the Program Plan options available for a listing of Plans that offer the optional annual furnace maintenance and safety inspection option. Customer that choose to purchase a Plan that includes an annual furnace maintenance and safety inspection, are entitled to **one (1)** furnace maintenance and safety inspection every **twelve (12)** months. Customers should contact Europ Assistance Canada for more information.

### Service Charge

No service charges will apply for repairs as outlined as coverage under the Plan. Additional costs for repairs and services beyond the scope of the defined coverages may be charged by the Authorized Service Technician as agreed to by you, and paid by you directly to the Authorized Service Technician on behalf of the service contractor.

## Section 6 – Equipment Exclusions

### General

Your Plan does not provide any coverage other than that specified within this Plan. In the event there is a question regarding whether a specific service or repair is covered under the Plan, following a thorough diagnosis, our onsite Authorized Repair Technician will make the final decision.

No service or repairs under this Plan will be provided in the event that our Authorized Repair Technician refuses to enter a residence due to the presence of animals, insects, or unsafe conditions including Equipment that is not easily accessible by our Authorized Repair Technician.

Your Plan specifically does not cover any costs, including diagnosis and service, repair, parts replacement or adjustment in the following circumstances:

- Equipment serving more than one dwelling;
- More than one of the same appliance or home system;
- Equipment located in commercial properties or residences used as business;
- Repairs needed because of installation or service design faults or faults which existed before your Plan became effective;
- Repairs needed as a result of abuse, tampering, alterations or repairs by persons other than us;
- Repairs needed as a result of 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;
- Improper thermostat operation;
- The pilot light has been extinguished by someone other than one of our Authorized Repair Technicians;
- The household electrical fuse or breaker required for the Heating Unit or Cooling Unit is blown;
- The appliance has been turned off, unplugged or power supply disconnected;
- 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;
- Renovation related work;
- Loss or damage to property caused by the heating, cooling, appliance, electrical or plumbing or drains system breaking down;
- Repairs needed if we have previously advised you that permanent repairs are needed to ensure your system is in good working order;
- Repairs needed as a result of lack of reasonable maintenance;
- Pre-existing defects or deficiencies in existence or which have previously been repaired during the first 30 days prior to the Effective Date;
- Items covered under 3<sup>rd</sup> party warranty or by rental providers;
- Items deemed to be of an accessory nature;
- Electronic, computerized or energy management systems or devices, lighting and appliance management systems, such as “Smart House”; and
- Services involving hazardous or toxic materials, asbestos, lead or the disposal of refrigerants or contaminants.

### 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.

### Heating/Cooling

Exclusions from coverage include, but are not limited to: Heat pumps, equipment using conversion burners, the conversion burner itself and natural gas powered units, ductless units, wall units, heat pump units and high velocity units, electronic air cleaners, window units, water towers, humidifiers, vents, chillers, portable heating units, solar heating systems, fireplaces and key valves, heat lamps, chimney, air cleaners, heat transfer modules, heating jacket and trim, insulation, water piping, solar water heaters and components, holding or storage tanks, noise, vents, flues, energy conservation unit, physical damage to external covering, expansion tank, drain pan and piping, dip tube, pressure reducing valve, internal flue and baffle, tempering valve, water piping; and any failure related to corrosion or mineral deposits.

## Section 7 – Parts, Accessories and Services Exclusions

### Heating/Cooling

The following is a list of parts, accessories and services not covered by the Plan: Heat exchanger, heating coil, heating sections (for boilers), firebox/combustion chamber, furnace filters, low and high water cut-off valves, circulating pumps, zone valves, compressor, evaporator and condenser coil replacement, parts added to accommodate ancillary equipment, ancillary equipment, replacement of the complete unit, external metal or plastic venting and all associated parts, external drain tubing and all associated parts, external line/low voltage wiring, condensate pumps, back check valves, batteries for programmable thermostats, thermostats, boiler feed valves, flushing of the heat exchanger and additional cleaning that is required due to insufficient maintenance, boiler system drainage and refill, and insufficient air distribution due to existing ductwork design or clogged duct work.

### Plumbing

This Plan does not cover:

- Piping and drains below the basement floor extending outside the boundary of your property up to the point of connection to the main municipal drain;
- 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, moving parts within a toilet tank, 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 eaves troughs, 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;
- Repair or replacement of sump pumps;
- Repairs of below grade drains
- 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;
- Drain piping repairs caused by improper installation or settling;
- Replacement of galvanized lead, cast iron or non-pex plastic piping; and
- Mobile homes.

### Electrical Systems

The plan does not cover:

- Fixtures, ceiling fans, doorbells, alarms, intercoms, garage doors, central vacuum systems, aluminum wiring, inadequate wiring capacity, circuit overloading, power failure, power surge, fuses and breakers at hydro panels, and direct current (D.C.) wiring or components.

### Appliances

The Plan does not cover:

- Refrigerator/Freezer: Ice makers, ice crushers, beverage dispensers and related equipment, interior thermal shells, shelves, drawers and doors, and freezers which are not an integral part of the refrigerator.
- Range/Oven/Cook Top: Clocks, timers and burner bowls. Sensi-heat burners will only be replaced with standard burners.

### Rented or Lease Equipment

The Plan does not cover any appliances rented or leased from other service business providers.

### Water Heaters

The Plan does not cover repairs due to hard water supply conditions, over softening conditions, water odour, or electrolysis. Repairs associated with deliming or descaling are not covered by the plan. The Plan does not cover tankless water heaters at this time.

## Section 8 – Miscellaneous

This Agreement is governed by the laws of Ontario and Canada.

These Terms and Conditions, including any attached schedules, and the signed Agreement form together 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.

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

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.

You understand and agree that we will have no liability for any consequential, indirect, punitive or exemplary damages arising from or in connection with these Terms and Conditions, the services supplied hereunder, or the use or inability to use the Equipment to the extent that may be disclaimed by law.

Any action we take or fail to take does not mean that we give up any of our rights under these Terms and Conditions.

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

## Section 9 – Consumer Protection Act (Ontario)

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 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 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 Government 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.

Welcome to the world of Care Services:  
Automotive, Travel, Home and Family, Health.



For more information about EA Canada's Home Assurance Program,  
please visit [www.europ-assistance.ca](http://www.europ-assistance.ca)  
or call 905 762 5192 or Toll Free 1 877 577 2591



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