

# NSTAR GAS HOME HEATING PROTECTION PLANS

## TERMS & CONDITIONS

### 1. The Company agrees, without further charge:

- a) To repair or replace by exchange during the term of this agreement all worn or defective parts, if available, of the heating system gas burner and its controls described and limited to the items covered as outlined in the Comfort, Extended and Deluxe plan descriptions, which are observed by or disclosed to the Company.
- b) To adjust said burner and its control when the Company considers it necessary.

### 2. The Customer agrees that:

- a) The Company shall not be responsible for delays in rendering service due to or arising out of strikes, riots, lockouts, transportation delays, accidents, acts of God, acts of government, war or any like or different cause beyond its reasonable control.
- b) The judgment of the Company as to the means and method to be employed for any work done hereunder shall be conclusive.
- c) All Customer's equipment meets applicable codes and is in good working condition.
- d) Safe and reasonable access to the premises and equipment will be provided.

### 3. It is mutually agreed:

- a) The term of this agreement is one (1) year.
- b) Only residential customers of NSTAR Gas with heating system inputs of less than 400,000 BTU and water heater capacity of 50 gallons or less are eligible for any of the Plans, and the Plans include only natural gas equipment. Plans cover eligible equipment at one address and are only transferable to new owners of equipment at the same address.
- c) The Company retains the right to inspect equipment and terminate the Plan if the Company representative deems the equipment unacceptable. In the event of termination the Company will refund to the Customer on a pro-rated basis the purchase price of the plan limited to payments received. No refunds will be issued if the Customer terminates the Plan during the term of this agreement.
- d) That the Plans do not include repairs or replacements to the burner or its controls which may become necessary because of fire, flood, accidents, or any like or different cause, nor include refinishing, replacing or otherwise repairing damages to, or failure of, any parts of the heating system other than the burner and its controls described in this brochure.
- e) That the Company will not be responsible for stocking parts for heating equipment not standard in Company inventory.
- f) There will be a five (5) day waiting period after receipt of payment before activation of the Plan.

- g) For Comfort only, optional check and adjustment of heating system is available at applicable rates.
- h) Plans that include an annual check and adjustment will have that performed once a year from March 1 thru August 31 only and during regular business hours (Monday thru Friday 8:00 a.m. – 4:00 p.m., excluding holidays). The Company will make a reasonable effort to assist the Customer in scheduling the check and adjustment during that period.
- i) This Agreement does not include:
  1. turn off /on of heater, burner, or pilot for customer convenience
  2. liability for damages to equipment and/or property due to control failure
  - 3) supplying of filters and servicing electronic air cleaners
  3. hot water tanks
  4. boiler sections
  5. heat exchangers
  6. air conditioning trouble calls, units or systems
  7. components relating to plumbing, electrical, chassis, glass, porcelain and sheetmetal, except as specifically stated
  8. Glo-Core, Lennox Pulse, Lennox Conservationist, Viessmann, Lockinvar, Buderus, Hydro Pulse, Heatmaker systems and Paloma Pak
  9. Any outside heating system (ie: rooftop, outside wallmounted etc.)
  10. dryer vent
  11. water heater anode and dip tube
  12. water leaks to system piping
  13. ultra vent, plexvent or any other high temperature plastic flue pipe
  14. air handlers that are not connected directly to heating equipment (this equipment is available for repair at regular charge rates or HHPP contract for an additional charge of \$75 per unit).
  15. warm air zone controls
- j) To the extent that any of the Plans cover heating systems, water heaters, gas ranges or natural gas dryers, the Plans will cover only one of those items. Customer may include additional equipment to their Plan. The add-on costs for additional equipment served by the same meter for a single dwelling unit are as follows:
  - Furnace/Boiler \$75
  - Dryer \$20
  - Water heater \$20
  - Range \$20

### 4. Your canceled check or credit card statement is your receipt.