



Terms & Conditions for Simple Energy Service Plans

To review all the documents related to all the Simple Energy Service Plans, visit our website, www.SimpleEnergyOnline.com. These documents Coverage & Benefits for the three boiler/furnace plans and the Supplemental Whole House Plans (water heater, heat pump, AC, generator, plumbing, and electrical), the Prequalification Checklist for boilers/furnaces, Exclusions, as well as these Terms & Conditions.

These Terms & Conditions apply to all three Simple Energy heating oil/propane boiler and furnace service plans ("plan"): Complete Care, 50/50 and Simple as well as the supplemental whole house plans for water heaters, heat pumps, AC, generators, plumbing, and electrical.

Simple Energy reserves the right to inspect and qualify the heating system prior to issuing a plan via Simple Energy's annual Prequalification Checklist. In addition to our exclusions, improperly installed, obsolete, neglected or equipment not meeting state or local codes cannot be covered. This agreement does not cover parts and labor associated with upgrading the heating system to meet local, state, and federal codes or Simple Energy's Service Plan Qualification Checklist.

The three boiler and furnace plans (Complete Care, 50/50, Simple) and water heaters fueled by heating oil or propane are offered exclusively to customers who purchase their total requirements of fuel from Simple Energy on an automatic delivery basis during the term of the plan. Cancellation of heating oil and/or propane delivery will result in automatic termination of the plan without a refund. These plans require that the Qualification Checklist be completed annually.

Boiler/Furnace Tune-Ups: Complete Care plan is covered 100%. Under the 50/50 plan, a tune-up is covered 100% up to 2 hours labor and the annual consumable parts as recommended by the manufacturers. If additional service is needed, it is no longer a tune-up and becomes a service call, billable at 50% of all parts and 50% off our preferred labor rate. The Simple plan offers a 20% discount on all parts and on our preferred labor rate associated with the tune-up, as well as 20% off any additional labor and/or parts throughout the 12-month plan.

The annual service (tune-up) for the supplemental whole house service plans for water heaters and generators is covered 100% up to 2 hours labor and the annual consumable parts as recommended by the manufacturers. For heat pumps/mini splits and ducted AC, the annual service is covered 100% up to 1 hour for each individual unit (inside or outside). If additional service is needed, it is no longer an annual service and becomes a service call, billable at 20% off all parts and 20% off our preferred labor rate.

The plumbing and electrical plans do not offer an annual service but do provide 20% off all parts and 20% of our preferred labor rate.

Emergency services are covered 100% by the Complete Care plan. The 50/50 plan will receive 50% off the applicable emergency service rate, the flat fee, and parts. The Simple Plan for boilers and furnaces and all the supplemental whole house plans will receive 20% off the applicable emergency service rate, the flat fee, and any parts. There are two emergency rates: one during regular business hours, Monday – Friday, 8:00 – 5:00, non-holiday; the second emergency rate is for calls outside regular business hours.

The 50/50 plan, the Simple plan and all the supplemental whole house plans will be charged a flat fee for all emergency, same day, and priority calls to cover the disruption of our schedule and the added expense of mobilizing the necessary resources.

An emergency is defined as a risk to property or human health, i.e. a propane leak, smoke. This is our fastest response category when we mobilize resources immediately. Same day service has a high degree of urgency but is not considered an emergency. Same day service calls will be handled on a first come, first served basis. Priority calls will be scheduled for our next available appointment. Both same day and priority calls can be elevated to emergency status depending on the time that elapsed from the customer's initial request and the nature of the call.

Emergency service for plumbing and electrical needs is not available during non-business hours: after 5:00 p.m. Monday – Friday, weekends and holidays.

Annual loyalty credits: For every year a customer had the earlier version of our boiler or furnace plan, and will have the Complete Care plan or 50/50 plan, Simple Energy will add \$100 per year in loyalty credits to the customer's account. These credits are redeemable when a new boiler or furnace is purchased from and installed by Simple Energy. Loyalty credits are non-transferrable.

For all service plans, the failure to maintain a satisfactory credit status, or allowing anyone other than a Simple Energy technician or others authorized by Simple Energy to service the equipment, will result in automatic termination of the plan without a refund.

Pre-paid plans for systems not meeting Simple Energy's qualifications will be refunded or applied to authorized repairs.

Simple Energy reserves the right to determine whether to repair or replace covered equipment/parts that have failed under normal operating conditions. When equipment/parts are replaced, it is Simple Energy's intention to use a comparable model. All other warranties are hereby disclaimed.

The replacement of a boiler or furnace is not covered by any of the plans. However, the customer will be charged the preferred labor rate and can apply any loyalty credits to the purchase price or installation cost.

The customer is responsible for providing Simple Energy technicians with full, unobstructed access to the equipment. No service will be provided if Simple Energy's employees refuse to enter the customer's residence due to the presence of animals, insects, hazardous materials, or otherwise unsafe conditions. Any work required to provide access will be invoiced at Simple Energy's prevailing rate.

Terms of this agreement are for a period of twelve months, effective from the date of invoice and will automatically renew each successive year on the first day of the month the plan commenced at current rates unless either party gives prior written notice 30 days before the renewal date. The exception to an automatic renewal is for those heating systems that have aged out of their Complete Care plan. Unless the heating system is replaced, the plans options will then be 50/50 or Simple. A prorated refund for a plan already renewed may be issued up to 90 days after the renewal date, provided no service has been performed as part of that renewal. No refunds will be issued after 90 days past the issue date or renewal date.

Payment is due within 30 days of the start date unless payment arrangements have been made. If payment is not received within terms, the plan is subject to cancellation and all work performed will be billed at prevailing rates.

At Simple Energy's discretion, the plan may be transferred to the property's new owner. A new Prequalification Checklist may be required.

This plan does not cover, nor are we responsible for any damage, including environmental damage, arising out of any leakage or spillage from any oil lines, oil tanks, or any other part of the heating system. This includes damage from a failed part covered in the plan.

We will not accept liability for any direct or indirect injury, damage or resulting failure of the heating system, associated equipment or dwelling due to an act of God, unexpected mechanical failure, power outage, flood, fire, frozen pipe(s), rodent damage, force majeure, abuse, neglect, failure to supply an adequate fuel level, or any cause beyond our control.

Our service plans are not a casualty or other insurance policy but rather an agreement to provide service at the applicable discount to maintain and/or repair the equipment as a result of normal usage and customary wear and tear.



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