

NJR Home Services
General Terms and Conditions
Platinum Comfort Plans

This agreement with NJR Home Services (NJRHS) describes the terms of our service contract.

To get the most from your coverage, we recommend that you read this carefully.

Important: Updates have been made to the terms and conditions of your service contracts. This agreement is subject to change without notice.

EFFECTIVE June 1, 2024.

GENERAL TERMS OF COVERAGE SCHEDULING SERVICE

Please call 877-466-3657 to schedule service. Repair calls involving heating, air conditioning, or water heaters shall be responded to within 24 hours, but only when a customer schedules an appointment by calling. PLATINUM PLAN ONLY. NJRHS cannot ensure a 24-hour response for appointments made by mail, email or text. WITH REGARD TO THE COMMITMENT TO A RESPONSE TIME WITH 24 HOURS, NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, NJRHS SHALL BE NOT BE HELD LIABLE OR RESPONSIBLE FOR DELAYS IN RESPONSE TIME OR WORK ARISING OUT OF OR OCCASIONED BY STRIKES, ACCIDENTS, ACTS OF GOD, WEATHER CONDITIONS, RESTRICTIONS IMPOSED ANY GOVERNMENTAL AGENCY, OR OTHER DELAYS BEYOND NJRHS' CONTROL. With regard to the commitment to a 24-hour response time, the 24-hour response time commitment applies only to the first appointment that NJRHS offers to a customer. In the event that a customer declines or refuses the first appointment offered by NJRHS, NJRHS shall not be held liable or responsible for scheduling another appointment within the initial 24 hours or within 24 hours of the customer declining or refusing the first appointment offered.

SERVICE TERRITORY

Service is limited to NJRHS' current territory. We reserve the right to refuse service based on location.

SEPARATE CONTRACTS FOR EACH UNIT

If there is more than one natural gas furnace or boiler, electric central air conditioner or water heater in the residence, a separate service contract must be purchased for each unit you want covered.

If there is more than one of the same type of appliance and only one contract for that appliance type, the contract will apply to the equipment servicing the first floor or main living area.

EFFECTIVE DATE

Your initial coverage takes effect at midnight on the 14th day following your oral or written commitment with NJRHS. The contract will end one year from the effective date. NJRHS will notify you in writing of your effective date. Contracts will renew automatically at the end of each one-year period.

CANCELLATIONS

You may cancel your service contracts at any time for any reason. To cancel, please notify Customer Services at 877-466-3657.

Provided no claim has been made, refunds will be given if you cancel within 10 days of receiving this contract, 20 days of being sent the contract, or the first 30 days of coverage, whichever is later. If you cancel after this deadline, **NO REFUNDS WILL BE GIVEN.** If you choose the monthly payment option and decide to cancel after this deadline, you will be billed for the balance of the year. If a refund is due, it will be for the full purchase price and will be paid within 45 days of the cancellation, and if NJRHS pays a refund after 45 days of the cancellation, it will pay a 10% penalty per month based on the purchase price. Any refund will be reduced by the cost of any claims paid.

TERMINATION

NJRHS may terminate your service contracts with no refund in the event any one of the following occurs:

- Parts are no longer available from the original manufacturer, and there are no reasonably available alternate or interchangeable parts.
- Removal of a defective part or the installation of a replacement part by someone other than an NJRHS employee results in damage to the appliance.
- Removal of a piece of equipment by someone other than an NJRHS employee results in a safety hazard or an unsafe condition.
- Equipment is not used for its designed purpose.
- Failure by the owner to properly maintain equipment or to replace any parts necessary to maintain the equipment in good condition, including cleaning or changing filters.
- Repair costs would be greater than the original value of the equipment.
- Service will not be provided and contracts can be canceled if customer's account is not in good standing.
- If you materially breach or fail to perform any of your material obligations or responsibilities hereunder.

If NJRHS terminates the contract, it will mail a written notice to you at your last known address stating the reason for the cancellation and the effective date of the cancellation; however, notice is not required for a cancellation for nonpayment, material misrepresentation or omission, or a substantial breach of contract concerning the property or its use.

CONDITIONS OF COVERAGE

- NJRHS strives to render prompt, efficient and courteous service. Our response time may be affected by public safety concerns, existing workloads, the nature of the service call and weather conditions.
- Work must be performed by NJRHS-approved technicians. You will not receive credit or reimbursement for work performed, or parts installed, by other service providers under any circumstances.
- All parts under warranty replaced by an NJRHS technician become the property of NJRHS without any allowance or rebate at the discretion of NJRHS. If NJRHS chooses not to take possession of the parts, it becomes the customer's responsibility to dispose of them properly.
- NJRHS reserves the right to use universal parts to repair your equipment, and NJRHS may refurbish, recondition and reinstall parts from the equipment.
- **Customers must supply safe and ready access to all covered equipment** including but not limited to, adequate attic flooring and proper lighting and entry. NJRHS is not responsible for damage to attic ladders as a result of normal use. For safety reasons, your appliance will not be serviced if it is surrounded by standing water or it is located outside and weather conditions make service unsafe.
- If in the process of repairing a covered part, non-covered parts are needed to complete the repair, the customer will be charged for the cost of the non-covered parts and our standard labor rate.
- If a customer has exclusively either: (1) a heating service contract or (2) air conditioning service contract; and a part of their heating and air conditioning system is repaired or replaced while not in use under the contract in force (e.g., a part that requires replacement while being used for air conditioning by a customer with only a heating contract), the customer will be liable for the cost of the part repair or replacement, but NJRHS will cover the standard labor rate for the service call.

ELIGIBILITY REQUIREMENTS OF ALL EQUIPMENT

- All covered equipment must conform to the requirements of the American National Standards Institute; be installed in accordance with local, state and federal codes; and satisfy both the manufacturer's and NJRHS' requirements for safe and proper installation.

- Before accepting any equipment for coverage under the service contracts, NJRHS reserves the right to make an on-site inspection of the equipment.
- To be eligible for coverage under the service contracts, equipment must be warranted by the owner to be in good operating condition, duly assembled and capable of functioning on the service contract's effective date.
- NJRHS reserves the right to deny or cancel coverage for certain equipment due to the non-availability of parts (including refrigerant), inaccessibility, the condition of the equipment or worksite, damage by a third party, or the age of the equipment.

CHANGE OF ADDRESS

- Coverage is not transferable to another address. If you move, call 877-466-3657 to learn about obtaining coverage for the appliances in your new home.
- However, if a contract was paid in full for equipment that remains in operation at the premises, the unexpired term of coverage will be transferred to the new owner/occupant of the premises at no additional charge. If a contract has not been paid in full, you will be billed for the remaining payments.
- If you are selling your home, notify your Realtor and closing agent. You may be able to recover costs.
- If you choose the monthly payment option and decide to cancel before the end of the term, you will be billed for the remaining payments.

RENEWAL

For your convenience and to ensure that your home is continuously covered, contracts will renew automatically at the end of each one-year period. NJRHS reserves the right to change the terms and conditions at any time and to change the contract price upon contract renewal.

CHOICE OF PAYMENT OPTIONS

If you are a residential customer of NJNG, you may pay for coverage in full or make equal payments over a 12-month period. If you choose to pay on a monthly basis, the charge will appear on your regular monthly NJNG bill. **Service contract coverage is for a full 12-month period. If you choose the monthly payment option and decide to cancel before the end of the term, you will be billed for the remaining payments.**

MISSED PAYMENTS

If payments are missed or late, NJRHS may demand immediate payment of the entire amount owed or immediate payment of costs (labor and parts) for all services provided, less any payments made to NJRHS. Service will not be provided and contracts can be terminated by NJRHS if a customer's account is not in good standing.

GENERAL EXCLUSIONS

The following items are excluded from contract coverage but may be available for an additional charge:

- Appearance and trim parts, and accessory components, such as humidifiers and electronic air filters
- Appliance shut-off valves, piping, flex connectors and fittings external to unit
- Cleaning soot out of, and off of, appliances and flues
- Damage caused by misuse, abuse, vandalism, negligence, fire, freezing, power or water supply outages, flooding, faulty design, improper installation, leaks from piping, humidifiers, lightning, power surges, acts of God and other conditions beyond control of NJRHS
- Damage due to failure to maintain equipment
- Facilities used for commercial purposes
- Finish defects, rusting, corrosion, chipped porcelain or porcelain flaws, exterior housing or component failure resulting from rust or corrosion on any appliance or piece of equipment
- Heat exchangers, compressors, evaporator coils, condenser coils and refrigerant metering devices

- Materials and labor for any service that is additional to that specified in the service contract, such as sheet metal work, electrical house wiring, moving or relocating equipment
- Mold cleanup or remediation
- Pre-existing conditions, which include anything that was wrong with your appliance at the time you signed up for the service contract
- Preventive maintenance and general inspection
- Recording of NJRHS employees by video or audio devices is prohibited
- Seasonal startups (extra charges apply)

- Service will not be provided and contracts can be canceled if customer's account is not in good standing
- Unit replacements
- Water filters or water filtration equipment
- Water storage tanks

ADDITIONAL CHARGES

- Replacement of batteries is not covered but may be provided for an additional charge.
- Parts not covered in this contract may be ordered and installed by NJRHS, when available, for an additional charge at our standard repair rates.
- If the water heater manufacturer recommends replacement of unit after failure of a flammable vapor ignition resistance (FVIR) system, the water heater will be deemed not repairable.

EXCLUSION OF WARRANTIES AND LIMITATIONS ON DAMAGES

NJRHS WARRANTS THAT, SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN, NJRHS WILL REPAIR OR REPLACE THE APPLIANCE PARTS, OR EQUIPMENT COMPONENT PARTS COVERED UNDER THE SERVICE CONTRACT, THAT BECOME INOPERABLE AS A RESULT OF NORMAL WEAR AND TEAR.

NJRHS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES OF ANY KIND. ANY IMPLIED WARRANTIES OR GUARANTEES ARE EXPRESSLY DISCLAIMED. UNDER NO CIRCUMSTANCES SHALL NJRHS BE LIABLE FOR ANY LOSSES OR DAMAGES OF ANY KIND RESULTING FROM THE FAILURE OR INOPERABILITY OF EQUIPMENT OR SYSTEMS IN EXCESS OF THE PAYMENT RECEIVED BY NJRHS UNDER THIS AGREEMENT.

NJRHS ALSO SHALL NOT BE LIABLE FOR ANY DAMAGES OR HARM TO PERSONS OR PROPERTY CAUSED BY DELAYS, FAILURE TO SERVICE, MALFUNCTIONING OF THE EQUIPMENT, UNAVAILABILITY OF PARTS, LABOR DIFFICULTIES, AND ACTS OF NATURE OR OTHER CONDITIONS BEYOND ITS CONTROL.

TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES SHALL NOT EXCEED TEN THOUSAND DOLLARS (\$10,000.00). THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS AGAINST NJRHS IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

IMPORTANT SAFETY INFORMATION
Natural gas emergencies include:

- A strong odor of natural gas inside or outside your home
- A natural gas appliance that will not shut off
- Suspicion of a carbon monoxide leak

What to Do During a Natural Gas Emergency

If you are facing any of these situations, don't wait! Take the following action immediately:

- **MOVE** to a safe environment.
- **CALL 911** and your local natural gas utility (not NJRHS) at once to report the natural gas emergency.
- **DO NOT** smoke or operate electrical switches or appliances of any kind. **DO NOT** operate anything that may produce a spark that might ignite the

natural gas and cause an explosion.

Natural gas appliances should always be operated and maintained according to the manufacturer’s instructions.

Always take the time to become familiar with the instructions – especially safety warnings.

**RESIDENTIAL NATURAL GAS BOILER/
FURNACE PARTS COVERED:**

- Aquastat
- Automatic air vents†
- Backflow preventer replacement†
- Belt and pulley
- Blower motor/ECM motor (Parts not to exceed \$400)*
- Blower wheel
- Burners
- Circulator pump****
- Circuit board/ignition control
- Cleaning sight glass, bleeding air from radiators and hydronic heating systems†
- Condensate pump on a condensing furnace/boiler
- Drain valves†
- Emergency switch
- Expansion tank (bladder type only) – for heat and hot water
- Fan and limit control
- Flue dampers
- Gas valve
- Hydronic zone control board
- Ignition system
- Inducer motor and assembly (original part only,excludes sidewall venting kits)**
- Internal wiring
- Limit controls
- Low-water cutoffs†
- Outdoor temperature sensors
- Pilot assembly/ignitor
- Pressure relief valve†
- Pressure temp gauge†
- Pressure switch
- Presssuretrol/pigtail assembly†
- Relay
- Thermocouple
- Thermopile
- Thermostat (non-wifi/non-communicating, non-mercury only)***
- Thermostat backplate
- Transformer
- Zone valve (up to 2 only)**

**Year-round blower motor coverage requires both a heating and cooling service plan.*

***Parts not covered can be replaced by NJRHS at standard repair rates.*

****Does not include thermostats that utilize internet, router or any communicating devices. Customers who wish to upgrade their thermostat may do so at an additional fee.*

*****One circulator pump and assembly per boiler.*

† Work will only be covered under the contract if there is a backflow preventer and/or shut-off valve currently installed. If there is no backflow preventer you must have one installed for an additional fee at normal rates. NJRHS is not responsible for the backflow preventer or water pressure reducing valve once the boiler is drained, or any water leaks that might occur during the course of the repair. Circulator pumps, flanges, bronze pumps and basement loops off of a steam boiler system are not covered.

**RESIDENTIAL NATURAL GAS BOILER/
FURNACE EXCLUSIONS:**

- Accessory components, such as humidifiers, electronic air filters, duct zone dampers and controls
- Annual inspections or preventive maintenance
- Any batteries, whether standard or hardwired
- Anything in the potable water system
- Boiler maintenance kits
- Circuit breakers and external wiring
- Cleaning and replacing air filters
- Descaling, flushing, purging or skimming of boiler water

- Domestic hot water coil
- Drain pans – primary or secondary
- Expansion tank (ceiling mounted)
- Flues and piping
- Heat exchangers
- Heat transfer fluid (antifreeze)
- Manifold assembly
- Mini split systems
- Natural gas house-heating units rated at inputs above 400,000 British thermal units (Btus)
- Natural gas house-heating units serving more than a two-family residence
- Smart thermostats*
- Soot removal
- Tjernlund, flair, other sidewall venting kits, motors and assemblies
- **Does not include replacement of unit**

**Includes thermostats that utilize internet, router or any communicating devices. Customers who wish to upgrade a thermostat may do so at an additional fee.*

DOMESTIC HOT WATER HEATER* PARTS COVERED:

- Residential Natural Gas/Electric Water Heater**
- Access door gasket
 - Burner (atmospheric)
 - Cleaning FVIR screen
 - Drain valves
 - Expansion tank (bladder type only) – for heat and hot water
 - Heating element
 - Internal wiring
 - Piezo ignitor
 - Pilot and assembly
 - Pressure temperature relief valve (must have shut-off valve on cold water intake)
 - Switching relay
 - Temperature control and thermostat
 - Thermocouple
 - Transformer

**Tankless, on-demand and power-vented water heaters are not covered under the standard water heater contract. Customers must upgrade to the Tankless/On-Demand/ Power-Vented Water Heater Contract to be covered.*

DOMESTIC HOT WATER HEATER* EXCLUSIONS:

- Anodes
- Circulator pump
- Dip tubes
- Electric water heating units rated above 240 volts
- Emergency cutoff safety control
- Flue baffle
- Flue pipe
- FVIR system
- Housing piping and shut-off valves
- Hybrid Water Heaters
- Natural gas water heating units rated at 80,000 Btus or more
- Power vents
- Timers
- Units over 75 gallons
- Water heater tank failure or leakage
- Water heating units serving more than a two-family residence
- Wiring and circuit breaker to electric water heater
- **Does not include replacement of unit**

**Tankless, on-demand and power-vented water heaters are not covered under the standard water heater contract. Customers must upgrade to the Tankless/On-Demand/ Power-Vented Water Heater Contract to be covered.*

**RESIDENTIAL TANKLESS/ON-DEMAND/
POWER-VENTED DOMESTIC WATER HEATER PARTS COVERED:**

- Burner
- Circuit board (PCB)
- Condensate pump
- Gas valve
- Ignitor
- Inducer motor assembly
- Internal water screen
- Overheat switch
- Pressure temperature relief valve (must have shut-off valve on cold water intake)
- Spark electrode
- Thermal fuse
- Thermistors
- Water flow control device (exterior models)
- Water flow sensor

**RESIDENTIAL TANKLESS/ON-DEMAND/
POWER-VENTED DOMESTIC WATER HEATER EXCLUSIONS:**

- Drain pans – primary and secondary
- Electric water heating and point of use units
- Flue baffle
- Flue pipe
- Flushing and descaling of water heating systems
- Heat exchanger
- Hybrid Water Heaters
- Mixing valve
- Water heater tank failure or leakage
- Water heating units rated above 250,000 Btus
- Natural gas water heating units serving more than two-family residence
- Wiring to electric water heater (line voltage)
- **Does not include replacement of unit**

INDIRECT HOT WATER STORAGE TANK PARTS COVERED*:

- Circulator motor, if separate from boiler
- Expansion tank (bladder type only) – for heat and hot water
- Hydronic zone control board
- Mixing valve
- Non-factory installed parts and controls**
- Relay
- Relief valve
- Thermostat
- Zone valve motor or head

**Must have separate Heating and Water Heater Service Contract.*

*** Including but not limited to recirculating pumps and storage tanks.*

INDIRECT HOT WATER STORAGE TANK PARTS EXCLUSIONS*:

- Flow valves
- Gaskets
- Heat exchanger and coil
- Water heater tank failure or leakage
- **Does not include replacement of unit**

**Must have separate Heating and Water Heater Service Contract.*

**RESIDENTIAL CENTRAL AIR CONDITIONER/
HEAT PUMP PARTS COVERED:**

- Belts
- Blower motor/ECM motor (parts not to exceed \$400)*
- Circuit boards (condenser only)
- Clean and repair condensate line (only if line is visible and accessible)
- Condenser fan motor/blade (parts not to exceed \$400)
- Condensate pump
- Contactor
- Defrost cycle relay (heat pump)
- Dye
- External crankcase heater
- Fuse (cartridge type)
- Low ambient temperature control (only if installed)
- Low-voltage wiring (only if wiring is exposed and accessible)
- Motor speed control
- Refrigerant (up to 5 lbs)**
- Relays
- Run capacitor
- Start capacitor
- Thermostat (non-wifi/non-communicating, non-mercury only)***
- Time delay controls
- Transformers
- Wet switch (only if installed)

**Year-round blower motor coverage requires both a heating and cooling service plan.*

***If unit needs refrigerant added more than once, subsequent injecting will be completed only after a thorough leak investigation at NJRHS rates.*

****Does not include thermostats that utilize internet, router or any communicating devices. Customers who wish to upgrade a thermostat may do so at an additional fee.*

**RESIDENTIAL CENTRAL AIR CONDITIONER/
HEAT PUMP EXCLUSIONS:**

- Accessory components such as electronic air filters, duct zone dampers and controls
- Any repairs that require accessing the refrigerant system, including leak investigation, leak repairs, internal blockages and all internal component replacements
- Annual inspections or preventative maintenance
- Cleaning and replacing of air filters

- Cleaning evaporator coil
- Compressors
- Condenser or evaporator coils
- Disconnect, circuit breaker or electrical wire
- Drain pans – primary and secondary
- Mini split systems
- Refrigerant metering devices
- Refrigerant piping (line sets)
- Residential air conditioners/heat pumps above five tons
- Smart thermostats*
- **Does not include replacement of unit**

**Includes thermostats that utilize internet, router or any communicating devices. Customers who wish to upgrade a thermostat may do so at an additional fee.*

Note: Outside temperatures, excessive attic temperatures and/or inclement weather may prevent the completion of air conditioning repairs until conditions permit.

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NJR Home Services is not the same company as New Jersey Natural Gas, the utility, and is not regulated by the New Jersey Board of Public Utilities. You do not have to buy products or services from NJR Home Services in order to continue receiving regulated services from New Jersey Natural Gas. All plumbing services will be subcontracted to NJR Plumbing Services, Inc., Joseph A. Clegg, Licensed Master Plumber, Plumbing Lic. #36BI01297900. Electrical Contractor Bus. Permit #34EB01231200. NJ Home Improvement #13VH00361500. This contract is not insured by a reimbursement insurance company. OBLIGATIONS OF THE PROVIDER UNDER THIS SERVICE CONTRACT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE PROVIDER.