# **Premier Coverage Service Conditions**

## **Service Hours**

HB McClure provides dependable, prompt service 24hrs/day, 7days/week, 365 days/year.

- During the life of this agreement, we will provide parts and labor for services covered, depending on the plan purchased, at no additional charge.
- Regular service hours are Monday through Friday, 8:00AM to 5:00PM (excluding Holidays).
- Emergency service hours are Monday through Friday, 5:00PM to 8:00AM, Saturdays, Sundays, and Holidays.
- Emergency service constitutes No Heat, No Hot Water, or Dangerous Situations.

HB McClure Company agrees to keep the covered equipment in good working order and repair for the life of this agreement. This includes all parts and labor as detailed in this agreement. This agreement does not cover secondary/consequential damages from failed equipment or parts, ex: water damage.

- 1. A precision tune-up will be performed once per year during regular service hours or twice annually if "Premier 2" is selected.
- 2. Heat pumps, air conditioners, and gas fired equipment will all have full equipment (unit) coverage except items listed as exclusions in #4 details.
- 3. Oil Fired equipment parts coverage (oil fired furnaces, hydronic boilers, steam boilers, water heaters)

**Burner parts**; nozzle, fuel pump, fuel pump strainer, burner control relay, burner end cone, burner motor, burner motor wheel, fuel pump jet line, fuel pump coupling, ignition electrodes, ignition transformer, nozzle adapter.

Fuel supply parts; fuel filter, fuel filter canister, exposed oil line, fuel tank gauge glass.

Warm air systems; blower belt, one (1) standard disposable filter per year, blower motor, blower relay, fan/limit switch, blower wheel, fan center, fan safety control systems, exposed flue piping up to 8" diameter.

Hot water and steam systems; pressuretrol pigtail, zone bearing assembly, zone circulator, zone circulator coupling, zone circulator impeller, zone circulator motor, zone circulator mounts, water gauge glass, air purge valves, air scoop, auto air vents (hydronic only), boiler flue way baffles, boiler hand valves, expansion tanks, flow check valve, low water cutoff, low water cutoff blow down valve, pressure and temperature gauge, zone valve, zone valve relay, pressure relief valve (not on water heaters), exposed flue piping up to 8" diameter.

<u>Controls</u>; aquastat, barometric draft regulator, pressuretrol, safety control/relay, primary zone circulator relay, thermostats\*\*, temperature limit safety control, low voltage transformer, service disconnect, exposed electrical control wiring.

#### 4. This agreement does not cover parts or labor for the following:

- Faulty heat exchangers and/or combustion chambers
- Expansion tanks with over five (5) gallon capacity
- Domestic or well water piping, wells, coils, gaskets, valves, heating elements, storage tanks, or any parts which come in direct contact with domestic or well water
- · Air in baseboard or radiators
- · Cabinets, duct work, dampers, damper controls, damper motors, air cleaners and/or purifiers
- · Changes in fuel consumption
- · Customer leaving emergency switch in "off" position, thermostat set improperly, and/or dirty air filter(s)
- · Failure to maintain proper boiler water level
- · Frozen or gelled fuel lines or heat piping
- Inadequate mechanical room ventilation
- · Fuel tanks, fuel tank shutoff valves, fuel regulators, fuel gauges, and oil tank vent alarm
- · Chimneys, flue liners
- Oil-fired appliance power vent systems
- · Lack of fuel
- Supply and return heat piping on boiler systems, radiators, radiator valves, steam traps, and steam vents
- · Any work which requires HB McClure to expose concealed piping, wiring, or fuel line for repair
- · Additional zoning components (if not added to selected plan)
- Interruption of power, wars, acts of God, accidents, fire damage, flooding or other water damage, government regulations, strikes, riots, or other conditions beyond the control of HB McClure Company
- · Vacant or unattended premises
- Repair or replacement parts that are not available through regular sources of supply
- · Off-peak thermal storage systems

- \*\* Thermostats—plan covers only standard thermostats (does not cover wireless, communicating, or "smart stats" (Lyric, Nest) thermostats).
- \* Failure of the compressor, indoor/outdoor refrigeration coils, refrigerant repairs or components of the refrigeration circuit, or refrigeration leaks as a result of these parts failing on any equipment over ten (10) years of age. In these instances the system should be replaced. If the OEM parts are available while system replacement is recommended, the customer has the option to purchase the parts and HB McClure will cover the labor to replace them. If the OEM parts are not available, then system replacement is required.
- \* In the event that a failure requires system replacement, HB McClure will discount the replacement cost by 10%.
- \* After a refrigeration leak is located/diagnosed, future refrigeration recharge will not be covered until necessary repairs or replacement is made.

#### 5. This agreement will be void if:

- Customer procures related equipment service of installation from anyone other than HB McClure Company. There shall be
  no liability on the part of HB McClure Company for work done by anyone else unless such person is authorized in writing by
  HB McClure to perform such work or furnish such parts.
- Delinquent accounts will result in automatic termination.
- In the event of cancellation, no refund will be made on any fraction of the year for any unused portion of the agreement.

### The precision tune-up is a critical part of this agreement.

HB McClure Company will contact the customer by email or by phone, or both, in an attempt to schedule this service. Failure on the customer's part to schedule or allow this service within the agreement period will result in the loss of this service, without refund, for that agreement period. In addition, if emergency service becomes necessary as a result of the tune-up being delayed by the customer's failure to schedule or allow this service to be performed, payment of the emergency service fee will be required. Under this condition, the customer has the option to have the emergency service performed and pay the emergency service fee or wait until such time that the tune-up and emergency service can be scheduled and performed during normal working hours.

All equipment replacement allowances are only applicable toward equipment purchased from and installed by HB McClure Company.

The agreement does not insure against fuel storage tank leakage or any damages to persons or to property resulting from tank leakage. This agreement does not cover any installation, cleanup, removal, remediation, or other costs of compliance with any laws, rules, or regulations regarding fuel storage tanks. HB McClure Company will not be responsible for any injury or damage resulting from the disposal, discharge, dispersal, release, or escape of fuel or other petroleum substances into or upon the customer's property, surrounding property, the atmosphere, or any water course or body of water. Customer shall be responsible for the condition and maintenance of the fuel tank, fuel tank shutoff valve, fuel regulators, and for compliance with all laws requiring notice to government agencies or officials in the event of a leak from said tank.

Customer agrees by acceptance of the services furnished that, absent negligent conduct by the employees of HB McClure Company, HB McClure Company shall not be responsible or liable in any manner or amount for injuries, damages, costs, and expenses as a result of the equipment failure, which shall include the chimney, power venting systems failure or malfunction, to include any such

injuries, damages, costs, and/or expenses arising from soot or smoke damage, "puff backs," or such similar events or conditions.

Renewed agreements may be subject to price and coverage changes. If the customer moves, this agreement may be assigned to the new owner, providing the new owner agrees in writing to assume the terms of this agreement, all customer's outstanding bills are paid, and customer gives HB McClure Company written notice at least ten (10) days before closing. Cancellation is at the option of either party.

A system inspection may be required before the customer is accepted for Premier Service Plan coverage. If the inspection shows that the system is in unacceptable condition, it must be repaired or replaced before the customer will be accepted for coverage. HB McClure Company reserves the right to reject, at any time, any equipment from coverage should HB McClure find it to meet the conditions for system replacement or if the customer refuses required work beyond the scope of services covered under this agreement.

Any precision tune-up completed in anticipation of service agreement renewal will be billed at standard rates if the anticipated renewal is cancelled.

This policy applies only to residential and small commercial heating and/or air conditioning systems and residential water heaters up to eighty (80) gallons or 140,000 BTU output and refrigeration systems up to five (5) tons.

Customer and HB McClure Company agree that there are no promises, terms, conditions, or obligations between the parties that are not already contained in this agreement. Statements made by HB McClure Company personnel that are not contained in this agreement have not been relied upon by the customer and are not party to this agreement.



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