



DUKE ENERGY'S HOME REPAIR PLANS - TERMS AND CONDITIONS

The **Duke Energy Water Heater Repair/Replacement Plan** covers the repair or replacement of the customer's ("you" or "your") standard electric or gas water heater to the extent required due to normal wear and tear after the effective date of coverage (see below). Coverage is available for selected individually metered single family residential structures, condominiums or mobile homes ("Home"). The water heater must be in good working order and free of leaks prior to enrolling in the Plan.

The **Duke Energy Home Wiring Repair Plan** covers the repair of the electrical components of your Home wiring circuits to the extent required due to normal wear and tear after the effective date of coverage. Coverage is available for selected individually metered Homes. The wiring circuits must be in good working order prior to enrolling in the Plan.

The **Duke Energy Water Line Repair Option** (at additional cost) covers the repair of water lines located inside your Home if you have a water leak caused by normal wear and tear after the effective date of coverage. Coverage is available for selected Homes. The water lines inside the Home must be in good working order and free of leaks prior to enrolling in the Plan. This water line repair coverage is available as an added option to the Water Heater Repair/Replacement Plan or Home Wiring Plan, and you must elect basic coverage under one of these Plans in order to be eligible for the Water Line Repair Option.

All services will be performed by Duke Energy authorized service technicians ("Service Agents").

PLAN COVERAGE

Coverage for **water heater repair/replacement** is limited to the following standard, 30-66 gallon electric or 40-66 gallon gas Home water heaters ("Standard Units"):

- 30 – 66 Gallon - 110V or 220V Single Element (electric)
- 40 – 66 Gallon - Tall Gas
- 40 – 66 Gallon - Tall or Low Boy Dual Element (electric)
- 40 – 66 Gallon - Mobile Home Type (electric or gas)

Water heaters considered "Nonstandard Units" that are **not** covered under the Plan include, but are not limited to, those that by design circulate potable water for heating systems (ex. Apollo, Moreflow, etc.), Solar, Tankless, Low Boy Gas, and water heaters with a capacity greater than 66 gallons. If you have more than one water heater, you must pay the then current monthly Plan fee for each water heater.

Water heater repair/replacement coverage is limited to an annual \$850 limit

Coverage for **home wiring repair** is extended only to the following components ("Standard Components") defined below and applies only to single phase wiring circuits and related electrical components mounted in or on your Home including attached or detached garages:

- Wall switches*
- Wall outlets*
- Ground Fault Interrupter (GFI) outlets*
- Ground Fault Interrupter (GFI) switches*
- Dimmer switches*
- Building mounted circuits
- Fuses or breakers up to 200 amps
- Panels or subpanels
- Main service disconnect
- Meter base housing
- 120 to 240 volt home electrical circuits/wiring (copper only)

* Standard colors are white or ivory.

Home wiring repair coverage is limited to an annual \$1,000 limit.

Coverage for **optional water line repair** is available for all inside potable water piping from the foundation to the point of entry at each appliance/plumbing fixture. Water line repair coverage is limited to an annual \$1,000 limit.

PLAN TERMS

These terms and conditions apply to the Water Heater Repair/Replacement Plan, Home Wiring Repair Plan, and Water Line Repair Option (sometimes referred to as the "Plan(s)"). By submitting a request for enrollment, you agree to the Plan(s) terms as set forth herein.

The Plan(s) term is for one (1) month with coverage beginning 28 days following receipt of your request for enrollment by Duke Energy. The term will automatically renew each month when you pay the then current monthly Plan(s) fee. The Plan(s) may be transferred to your new Home if you move within Duke Energy's service territory to a location where Duke Energy offers the applicable Plan. The Plan(s) may not be transferred to a new occupant or owner of the Home currently covered by the Plan(s), and your coverage under this Plan is not otherwise assignable.

Your Plan(s) fee will appear on your monthly Duke Energy electric bill. All payments on your electric bill will be applied to payment in full of each item appearing on your bill in the following order and priority: past due electric charges, past due Plan(s) fees, any other past due charges, current electric charges, current Plan(s) fees and any other charges. Partial payments will result in the suspension or termination of your Plan coverage.

You may cancel your Plan(s) coverage at any time by calling 1-800-943-7585 to speak with a representative or by writing to Duke Energy at the following address:

Duke Energy
EC2ZA / P.O. Box 1006
Charlotte, NC 28201-1006

If you cancel your enrollment in the Plan(s) within 20 days of the date that these Terms and Conditions are mailed to you, and if you have not made any claims under the Plan during that time period, your account will be credited in the amount of the Plan(s) fees incurred during that time period.

If you discontinue your coverage and later wish to re-enroll, you will be considered a new customer prior to re-activation, and there will be a 28 day waiting period. Other than a return within the first 20 days of your enrollment as discussed above, there will be no pro-rata refund of Plan(s) fees paid that are applicable to the month in which a termination notice is received.

Duke Energy reserves the right to cancel the Plan(s) or your participation in the Plan(s). If Duke Energy cancels your Plan(s), Duke Energy will notify you in writing of the cancellation at your last known address contained in Duke Energy's records at least thirty (30) days prior to cancellation. Prior notice is not required if the reason for cancellation is nonpayment of your Plan(s) fees, a material misrepresentation by you to Duke Energy, or a substantial breach of your duties under the Plan(s). The notice will state the effective date of the cancellation and the reason for the cancellation.

Duke Energy's obligations under the Plans are backed by the full faith and credit of Duke Energy.

South Carolina Residents Only: If Duke Energy does not timely resolve a claim for a covered service in accordance with the Terms and Conditions of the Plan(s) within sixty (60) days of proof of loss, you may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, SC 29202-3105, or (800) 768-3467.

PLAN LIMITATIONS

Water Heater Repair/Replacement Plan

1. The Plan covers only Standard Units in your Home. Water heaters that are located within common areas are not covered.
2. The Service Agent will provide covered services up to a maximum of \$850 per year starting from the Plan enrollment date. The Service Agent has the option to repair or replace defective water heaters with like kind using materials of equal or higher quality.
3. You must be covered by the Plan and have paid all Plan fees in order to make a service request.
4. If any repair or replacement requires structural alteration to walls, floors or similar items, such work will only be done with your authorization. You agree that all such costs will be billed to you by the Service Agent and are your sole responsibility.
5. The Plan covers only repair and replacement of Standard Units necessary because of normal wear and tear and does not provide for repair of damage or correction of defects caused by abuse, neglect, failure to properly maintain, or negligent use of the water heater, and does not cover damages from causes such as freezing, clogging or stoppage of pipes, fire, flood, smoke, tampering, earthquake, salt corrosion, severe weather, acts of God, damage from pests or other forms of misuse. The determination that a repair or replacement is not covered for any of these reasons will be made solely by the Service Agent.

6. If a covered service requires a Service Agent technician to work in or near an environmental hazard or other health threatening situation, you shall be responsible for any additional costs for necessary precautions needed to complete the service and you will be billed by the Service Agent.
7. Other services not covered include, but are not limited to, plumbing not complying with the applicable plumbing codes, obsolete or unavailable materials, water damage due to leakage or bursting, repair or replacement due to restricted lines, repairs exceeding the maximum \$850 per year limit and repair or replacement due to water pressure in excess of 80 psi, or damage caused by a faulty water heater.
8. Duke Energy shall have no liability for its failure to perform to the extent due to an act of God, flood, riot, war, accident, labor strikes, act of government or any other cause beyond its reasonable control.
9. Other limitations set forth in this Plan document apply.

Home Wiring Repair Plan

1. The Plan covers only electrical wiring and Standard Components in your Home. Electrical wiring and components located within common areas are not covered.
2. The Service Agent has the option to repair or replace defective electrical wiring and components with like kind using materials of equal or higher quality.
3. The Service Agent will provide covered services up to a maximum of \$1,000 per year starting from the Plan enrollment date. You must be covered by the Plan and have paid all Plan fees in order to make a service request.
4. If any repair or replacement requires structural alteration to walls, floors or similar items, such work will only be done with your authorization. You agree that all such costs will be billed to you by the Service Agent and are your sole responsibility.
5. The Plan covers only repair and replacement of electrical wiring and Standard Components necessary because of normal wear and tear and does not provide for repair of damage or correction of defects caused by abuse, neglect, failure to properly maintain, or negligent use and does not cover damages from causes such as fire, flood, smoke, tampering, earthquake, salt corrosion, severe weather, acts of God, damage from pests or other forms of misuse. The determination that a repair or replacement is not covered for any of these reasons will be made solely by the Service Agent.
6. If a covered service requires a Service Agent technician to work in or near an environmental hazard or other health threatening situation, you shall be responsible for any additional costs for necessary precautions needed to complete the service and you will be billed by the Service Agent.
7. Other services not covered include, but are not limited to, circuits not complying with the applicable electric codes, obsolete or unavailable materials, buried wires, power line carriers, computerized systems, low voltage wiring and equipment, overloaded circuits, appliances, lighting fixtures, photovoltaic equipment, fan or motor speed controls, specialty controls, illuminated wall switches, repairs exceeding the maximum \$1,000 per year limit, or damage caused by faulty wiring circuits or related electrical components.
8. Duke Energy shall have no liability for its failure to perform to the extent due to an act of God, flood, riot, war, accident, labor strikes, act of government or any other cause beyond its reasonable control.
9. Other limitations set forth in this Plan document apply.

Optional Water Line Repair

(available for additional cost with coverage under the Water Heater Repair/Replacement Plan or Home Wiring Repair Plan)

1. The Plan covers Homes only. Water lines outside of the Home foundation or located within common areas are not covered.
2. The Service Agent has the option to repair or replace defective water lines with like kind using materials of equal or higher quality.
3. The Service Agent will provide covered services up to a maximum of \$1,000 per year starting from the Plan enrollment date. You must be covered by the Plan and have paid all Plan fees in order to make a service request.
4. If any repair or replacement requires the structural alteration to walls, floors, fixtures and similar items, such work will only be done with your authorization. You agree that all such costs will be billed to you by the Service Agent and are your sole responsibility.
5. The Plan covers only repair to inside potable water piping from the Home foundation to the point of entry at each appliance/plumbing fixture. The Plan covers repairs necessary because of normal wear and tear and does not cover defects or failures of manufactured goods including, but not limited to, fixtures, water heaters, toilets, sinks, garbage disposals, lavatories, valves, fans, tanks, air conditioners, pumps or related piping.
6. The Plan does not provide for repair of damage or correction of defects caused by abuse, neglect, failure to properly maintain, or negligent use of the plumbing and/or piping system, and does not cover damages from causes such as freezing, clogging or stoppage of pipes, fire, flood, smoke, tampering, earthquake, salt corrosion, severe weather, acts of God, damage from pests or other forms of misuse. The determination that a repair or replacement is not covered for any of these reasons will be made solely by the Service Agent.
7. If a covered service requires a Service Agent technician to work in or near an environmental hazard or other health threatening situation, you shall be responsible for any additional costs for necessary precautions needed to complete the service and you will be billed by the Service Agent.
8. Other services not covered include, but are not limited to, plumbing not complying with the applicable plumbing codes, obsolete or unavailable materials, water damage due to leakage or bursting, repair or replacement due to restricted lines, or repairs exceeding the maximum \$1,000 per year limit.
9. Duke Energy shall have no liability for its failure to perform to the extent due to an act of God, flood, riot, war, accident, labor strikes, act of government or any other cause beyond its reasonable control.
10. Other limitations set forth in this Plan document apply.

PLAN LIMITED SERVICE WARRANTY AND LIABILITY LIMITATION

Repairs performed for covered services are warranted by Duke Energy and shall be free from defects in materials and workmanship for a period of one (1) year from performance of the repair. The Service Agent will repair or replace any repair work performed relating to the covered service that are defective in either materials or workmanship to the extent claims are made to Duke Energy in writing within the one (1) year warranty period. THE REPAIR OR REPLACEMENT OF SUCH DEFECTIVE WORK IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY AND DUKE ENERGY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DUKE ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, OR PROPERTY DAMAGE OR PERSONAL INJURY AS A RESULT OF A MALFUNCTION OF YOUR WATER HEATER, ELECTRICAL CIRCUITS, COMPONENTS OR WATER LINES.

FOR SERVICE REQUESTS

To speak to a representative about this Plan, call toll-free 1-800-943-7585.

To request service, call 1-800-943-7585.

You will be required to provide your name, address and a description of the problem. A Service Agent will then contact you within one (1) hour. Unless you arrange for a later time, the Service Agent will schedule an appointment within four (4) hours for emergency calls. Non-emergency calls will be scheduled for an appointment within twenty-four (24) hours unless you arrange for a later time. During or after severe weather or other events beyond Duke Energy's or the Service Agent's control, response times are not guaranteed.

Upon arrival, the Service Agent will examine the work to be performed. For service covered under the Plan(s) (up to any limit specified above), there will be no additional charge to you. The Service Agent will be compensated by Duke Energy for repair or replacement that is a covered service.

Repairs or replacement not covered under the Plan(s) can be performed by the Service Agent at your cost. The Service Agent can provide you with an estimate of the repair or replacement costs. You will receive a **15% discount** from the Service Agent's then applicable labor rates for any repairs not covered under the Plan(s) should you hire the Service Agent to perform such work. The decision to allow the Service Agent to make the repair or to get other estimates is left to you. If you choose to hire the Service Agent to perform such repair, you must pay the Service Agent for services rendered. Duke Energy will not warrant or be responsible for these additional services.

Only Service Agents engaged by Duke Energy are authorized to perform covered service repairs. Duke Energy will not pay for covered services that are performed by contractors who are not a part of the approved Duke Energy Service Agent network.