

## Basic Surge Protection Plan: Terms & Conditions

West Penn Power offers the Basic Surge Protection Plan using a secondary surge arrester that installs at the service entrance (e.g., meter socket) thus providing a level of surge protection for certain connected major appliances in the home (hard-wired and plug-in) and warranty coverage for the lesser of repair or the depreciated replacement value of up to \$1,000 per Standard White Appliance<sup>1</sup>, up to a maximum coverage of \$10,000 per household per year. To provide the warranty, the secondary surge arrester (device) must be installed and properly grounded; it must be fully functional immediately prior to the claim event; surge damage must be the result of an electric system surge as determined by West Penn Power; and, there must be no delinquency in your monthly billings at the time of the loss. In order to honor a claim, the device must have sustained a surge and failed as the result of the claim event. *Note: If the device fails it will be evidenced by status indicator(s) you can monitor. The most common indicators of a failed device are an audible “beep” or a visual red light. Please call us immediately if you suspect the device has failed.*

The Basic Surge Protection device we install has a Maximum Surge Current Rating of at least 40,000 amps and a Maximum Continuous Operating Voltage of 180 volts alternating current (measured as Vrms) for each 120 volt leg of standard 120/240 volt single phase service. This provides a basic level of surge protection for the electrical system that we refer to as Level 1 (point-of-entry or service entrance) surge protection. Because of other factors, including the many ways in which electrical surges are produced and travel, **we also recommend, in addition to Level 1 surge protection, the addition of Level 2 (point-of-use or plug-in) surge protection for all electronics and other appliances excluded from the Basic Surge Protection warranty.** Level 2 surge protection should be marked with “UL1449” or otherwise identified to be a “transient voltage surge suppressor” (TVSS). **The Basic Surge Protection Plan does not provide Level 2 surge protection.**

**Electrical surge:** A brief voltage or current wave that can cause instant damage to electrical equipment. Surges can result from lightning strikes, automobile accidents involving utility poles, storms and even the use of heating, cooling and power equipment within your home. They can occur on any conductor including electrical, phone and cable wiring. *Note: Surge protection may be defeated by improper grounding or a sustained over-voltage. You must verify that your electrical system has the correct grounding for general safety and effective surge protection. A certified electrician can verify that your home is properly grounded or correct grounding problems. A sustained over-voltage is of longer duration than an electrical surge.*

The following terms and conditions automatically apply when you enroll in the Basic Surge Protection Plan:

1. **Install Date/Enrollment Letter:** Installations for new customers usually occur within two weeks from the date we send out our enrollment letter. The letter specifies the terms and conditions and the monthly cost for the service. Billing and coverage will begin upon installation unless otherwise noted.
2. **Compatibility of Customer Equipment:** An authorized West Penn Power serviceperson will install the West Penn Power-owned device at the meter socket for customers who have compatible electrical equipment and meet service requirements. Since the device is installed at the electric meter, customers don't need to be home while the work is performed. However, if we cannot gain access to your meter, we may call you to set up an appointment. Installation of Level 1 surge protection devices requires us to disconnect your electric service (usually for 30 minutes or less).
3. **Cancellation Before Installation:** You may cancel this plan at any time prior to West Penn dispatching a serviceperson to install the device.
4. **Cancellation After Installation:** The Basic Surge Protection Plan contract is for one-year. The contract will automatically renew each year unless you provide written notice to us at least seven (7) days prior to the end of any term.
5. **Exclusion to this Warranty:** The Basic Surge Protection Plan primarily protects certain <sup>1</sup>Standard White Appliances as defined below. **The Basic Surge Protection Plan EXCLUDES electronics and other appliances.** Items excluded from this warranty are: all plug-in electronic equipment in the building (such as: computers, TVs, VCRs, DVD Players, phones, fax machines, etc.), central vacuum systems, hot tubs, pool pumps, well pumps, detached building/garages, security systems, intercom/radio systems, microwave ovens (that are not part of a stove) and garage door openers. HVAC units and other hard-wired equipment that are mounted outside of the house are also excluded from the warranty unless the surge is found to have originated from the main circuit panel due to failure of the Level 1 device.
6. **Initiating a Warranty Claim:** Call West Penn Power at 1-800-255-3443 within 20 days of surge damage to file a claim.
7. You certify that all covered appliances are, to the best of your knowledge, in good operating condition as of the date you begin your coverage.
8. Warranty Claim services will not be provided for delinquent accounts. You will be dropped from the Plan for nonpayment.
9. West Penn Power must approve all repairs and replacements.

**NOTE:** This warranty is neither an insurance policy nor is it a substitute for an insurance policy. The above warranty coverage applies to the user only and is the exclusive remedy under this warranty, whether based on contract, tort, including negligence, or otherwise. This coverage is secondary to any applicable warranties, service contracts and insurance. West Penn Power, on behalf of the manufacturer, reserves the right to audit damage, site and/or cost of repairs, and may require a notarized proof of loss. Claims must be made within 20 days of damage. This warranty does not cover damage associated with sustained over-voltages, vandalism, theft, normal wear and tear, obsolescence, abuse, unauthorized modification or alteration, misuse, improper installation or catastrophic events. West Penn Power disclaims liability for any incidental, indirect, special or consequential damages arising out of the sale or use of any West Penn Power products or service (including without limitation: lost business profits, loss of data and all freight, mileage, travel time and insurance charges associated with warranty coverage claims).

<sup>1</sup>**Standard White Appliances** - Central Heating Ventilation and Air Conditioning (HVAC) equipment within the residential structure, washer, dryer, refrigerator, freezer, sump pump, other pumps inside the house, trash compactor, dishwasher, garbage disposal, stove and a stove with an integral microwave oven sharing the same wiring.