

# With HomeWIRE®, you've got one less thing to worry about.



Important program terms and conditions are inside. Please file for future reference.









# HomeWIRE gives you peace of mind.

Welcome to HomeWIRE. Now you don't have to worry about finding a reliable electrician when you really need one or the high costs of unexpected electrical repairs. We take care of it all for you.

This brochure contains information on everything you need to know about HomeWIRE Service, including:

- How to request service
- Who performs the work if you need repairs
- What's covered under your HomeWIRE service agreement
- Complete HomeWIRE terms and conditions
- Your 15 percent discounted rates on noncovered services
- Additional ways we can help

If you require HomeWIRE repairs or have any questions about your service, just call us at **1.888.999.8856**. We're ready to serve you 24 hours a day, seven days a week.

We hope that you will join our other program participants who are very satisfied with the sense of security and quality of service HomeWIRE provides.

PLEASE FILE THIS PACKAGE WITH OTHER IMPORTANT PAPERS
For information on other products and services such as Surge Protection,
call 1.888.999.8856.













# Your coverage

#### What's covered

HomeWIRE covers the cost of repairing home electrical wiring and components, including:

- Interior wiring
- Electrical outlets
- Fuses and fuse panels
- Circuit breakers and breaker panels
- Electrical switches and dimmers
- Your electric meter housing
- Lighting dimmer switches
- Electric vehicle supply equipment ("EVSE") circuit and wiring repair

#### What's not covered

Items that are not covered under your HomeWIRE agreement include doorbells, intercoms, lighting, low-voltage wiring, appliances, motors and garage door openers. Code violations and pre-existing conditions are also not covered. However, our contractors will offer a 15 percent discount on any noncovered repairs such as ceiling fan, light fixture installation or wiring upgrade.

For a complete list of covered and noncovered items, please refer to the Terms and Conditions section in this brochure.

# Who performs the work

With HomeWIRE, you'll never have to search for competent, qualified electrical contractors. Should you need a repair, simply contact Duke Energy any time – 24 hours a day, seven days a week. We will schedule prompt repairs with a licensed, qualified electrician. Our contractors respond with all the parts and equipment needed to handle most service work in just one visit.

Rest assured that we select only high-quality, reliable electricians to serve our customers. Contractors must pass a thorough screening process, which includes:

- A drug screening equivalent to those conducted for Duke Energy employees who work in our nuclear power plants.
- A criminal background review for felony and misdemeanor charges dating back five years.
- A driving record background review dating back three years.
- A check of licenses and bonding.

We stand behind all covered service repairs, so you can feel confident.

# HomeWIRE® Service Terms and Conditions

HomeWIRE Service is offered by Duke Energy Progress and Duke Energy Corporation to qualified residential customers. As used in this HomeWIRE Service agreement ("Agreement"), the terms "we," "us" and "our" mean Duke Energy Progress or Duke Energy Corporation "You" and "your" mean the customer. "Service" means the HomeWIRE Service program. "Covered Services" means all the items, specified herein, that are eligible for repair or replacement under the terms of the HomeWIRE Service.

## HomeWIRE Coverage

HomeWIRE Service is an electrical service plan that provides access to our approved network of independent electrical contractors for installation, repair or, at our option, replacement of certain home electrical components and circuits that wear out or become damaged as a result of normal use. All Service is provided by our network of authorized, independent electrical contractors. The Service is only available for single-family residential homes, attached garages that share a common meter with the single-family residential homes, condominiums and manufactured housing with individual electric metering.

#### **Covered Services**

The following shall constitute the only electrical components ("Components") covered by this Service with explicit limitations as set forth in this Agreement:

- Wall, floor, ceiling and countertop-mounted receptacles ("Electrical Outlets")
- GFCI receptacles/breaker ("Ground Fault Circuit Interrupters")
- AFCI receptacles/breakers ("Arc Fault Circuit Interrupters")
- Wall-mounted switches
- Wall-mounted dimmer switches
- Building-mounted circuits, feeders, fuses or breakers up to 400 amps
- Electric service panels or subpanels up to 400 amps
- · Building-mounted main service disconnect
- · Building-mounted meter-base housing
- 120- to 240-volt home electrical circuits/wiring (copper or aluminum)
- Electric vehicle supply equipment ("EVSE") circuit and wiring repair

#### Repair or replacement of Covered Services

In our sole discretion, we have the option to repair or replace any Components. Replacement of Components will be with similar devices. If a Covered Service Component is no longer available or is a special order item, we will provide a reasonable substitute of standard commercial availability and color.

#### Limits of Covered Services

#### \$500 annual limit

HomeWIRE coverage is limited to \$500 annually. We will pay for Covered Services up to \$500, materials and labor inclusive, during each calendar year following the first day of Service initiation, provided that the request is made during the term of this Agreement and you have paid for the Service in accordance with this Agreement.

#### **Covered Services limits**

Covered Services are limited to your single-phase or three-phase wiring circuits and related electrical components required to deliver electricity throughout your home or attached garage. Condominium common areas are not covered. The Service does not cover repairs or replacements required as a result of misuse, abuse, tampering, theft, vandalism; improper installation by someone other than us; applicable electrical, housing or safety code violations; corrosion, damage from wind, rain, flood, water, ice or any acts of God. The decision that a repair or replacement is not covered for any of these reasons rests solely with us.

#### Noncovered items

Noncovered items include, but are not limited to: any pre-existing conditions, circuits not complying with the current National Electric Code, components outside the home or attached garage, home networking, voice, data and video cabling, control systems or components, buried wires, overhead lines, and low-voltage wiring and equipment. In addition, Noncovered items shall also specifically include (and therefore are NOT covered by the Service) any power-generating or power-consuming devices or equipment, including but not limited to the following: appliances of any kind, lighting, generators or power storage systems and photovoltaic equipment.

#### 15 percent discount

Noncovered items, including installation, are eligible for a 15 percent discount as specified in the "Service Requests" section of this Agreement.

#### Term

Unless otherwise stated herein, the Service is offered for an initial term of 1 month beginning 30 days after receipt of your Service enrollment request. The Service shall be automatically renewed on a month-to-month basis until you notify us that you elect to discontinue the Service or until we elect to discontinue the Service. EVSE installation is offered for an initial term of 1 month beginning on the day of receipt of your Service enrollment request.

#### Termination and/or Transfer of Service

#### Termination by you

You may cancel this Service by contacting us within 20 days of your original Service order and receive a full refund or credit to your account for fees paid. After the initial 1-month term, you may cancel at any time by contacting us. Cancellation of HomeWIRE Service will be effective the date we receive your notification. Upon termination, you will be entitled to a refund of any unearned payments made to us; however, we will not pro-rate refunds for partial months.

#### \$150 reinstatement fee

If you discontinue your HomeWIRE Service and wish to re-initiate the Service at the same address at a later date, there will be a \$150 reinstatement fee payable at the time of Service re-initiation.

#### Termination by us

We reserve the right to discontinue the Service or modify the terms and conditions for the Service at any time for any reason upon written notice to you. Nonpayment by you for the Service will result in immediate termination of the Service by us. Should we elect to discontinue the Service, you will be entitled to a refund of certain unearned payments made to us; however, we will not pro-rate refunds for partial months.

#### **Automatic enrollment**

If you set up electric service at a new residence within our service territory, in most cases the Service is automatically set up on your new property for you. If you do not wish to have the Service at your new property, you may cancel at any time by writing or calling us. If you move, this program does not automatically transfer to the new owners of your residence.

# Service Requests

You must contact us directly for all Covered Service requests. When you request Service under this Agreement, one of our authorized contractors will contact you within two business days (unless you specify otherwise) to arrange Service. The two-business-day response time cannot be guaranteed during or after extreme weather, earthquake, fire, floods or other acts of God. We will NOT pay for any work performed by electrical contractors who are not dispatched by us.

For any Covered Services up to the \$500 annual limit, there will be no additional charge to you. We will pay the authorized contractor for the Covered Services up to the limit specified under the "Limits of Covered Services" section. If your electrical problem is not covered by the Service, one of our independent electrical contractors can provide you with an estimate of the installation, repair or replacement costs, together with a 15 percent discount from the contractor's then applicable labor rates for the work. If you choose to hire the independent electrical contractor to perform the Noncovered item repair, you are solely and completely responsible to pay the independent electrician directly for all Noncovered items rendered. These Noncovered items are not warranted and are not our responsibility.

## Billing, Payment and Late Fees

#### **Billing**

For Duke Energy Progress or Duke Energy Corporation electric service customers, all charges for the Service will be included on your monthly electric bill. If you are not our electric service customer, all charges for the Service will be made available to you under separate billing arrangements. No Service will be provided unless your HomeWIRE account balance is current.

# **Payment**

Payment is due by the bill due date. Your first payment for the Service will be confirmation of and constitutes your acceptance of these terms and conditions, including your consent (per the Privacy Law provision as stated in this Agreement) to release your name, address, phone number, account number and any amounts you pay or owe for the Service to our approved independent electrical contractors, in order to provide Service to you. Your failure to make payment by the due date may result in termination of the Service and may require you to pay the fees and amounts described under "Termination and/or Transfer of Service" above.

## Late payment

Past-due balances shall be assessed a 1 percent late payment charge.

## How we apply your Duke Energy payment

For our Duke Energy Progress customers: For electric service customers, our regulated payment application process applies past-due payments first to past-due regulated charges (including electric service and lighting), then to past-due nonregulated charges (including HomeWIRE Service). Once those are paid in full, the remaining payment is applied to your current regulated charges and

finally to your current nonregulated charges. Therefore, to ensure continuous service and protection, you must pay in full and on time. Please note your electric services may not be terminated for failure to pay nonregulated charges.

PEC offers optional, market-based products and services that are separate from the regulated services provided by PEC. These services are not regulated by the North Carolina Utilities Commission or the Public Service Commission of South Carolina. These products and services may be available from other competitive sources.

The Customer authorizes PEC to use any data associated with the Customer Accounts residing in any PEC files, systems, or databases for the purpose of offering and providing energy-related products or services to the Customer. PEC will provide this data on a non-discriminatory basis to any other person or entity upon the Customer's authorization.

# Indemnification, Warranty and Limits of Liability

#### Indemnification

You understand that we are providing you with this Service for which you expressly agree to indemnify and hold us, our parent corporation, together with all of our and our parent corporation's officers, directors, agents and authorized independent electrical contractors harmless from and against any and all liability for claims, loss, damage to any personal or real property or injury (including emotional) or death to any persons, unless such loss, damage, injury or death is the direct result of our gross negligence.

#### Warranty for repair or installation services

We warrant that installation and repairs performed by our authorized independent electrical contractor for Covered Services will be free from defects in installation materials and workmanship for 12 months from the date the installation or repair work is completed. In the event that any installation or repair work performed relating to a Covered Service is found to be defective in either installation materials or workmanship within the 12 months from the date of installation or repair, we may, in our sole discretion, repair or replace such defective items or work. The repair or replacement of such defective items is your sole and exclusive remedy under this warranty, and we expressly disclaim any and all other warranties including any warranties of merchantability or fitness for a particular purpose, whether expressed or implied.

## Warranty for equipment

For all equipment or parts provided by you, you assume sole responsibility for any warranty action, and we make no warranties whatsoever, but hereby assign to you all applicable manufacturers' warranties, which may vary by manufacturer and are strictly limited per the express terms and conditions as outlined by that manufacturer. Neither we nor any authorized independent electrical contractor will engage in any discussions or exercise any discretion whatsoever in selecting the appropriate equipment for you. All equipment selection is your sole responsibility and choice. All manufacturer instructions and installation guidelines shall be communicated to us, in writing, prior to our commencement of any Covered Service. We expressly disclaim any and all other warranties including any warranties of merchantability or fitness for a particular purpose, whether expressed or implied.

#### Limits of liability

Under no circumstances or legal theory, whether arising in contract, tort, strict liability, warranty, infringement or otherwise, shall we be liable to you or any other person or entity for any indirect, consequential, secondary, incidental, special, reliance, exemplary or punitive damages, which include but are not limited to: i) any property damage or personal injury arising under this Agreement; ii) any claims or causes of action that arise or are alleged to have arisen as a result of any required condition not made known to us in writing by you prior to any Covered Service installation, repair or replacement, including EVSE; iii) an electrical malfunction or the repair or replacement of such malfunctioning items covered by this Agreement; or iv) any environmental claims, damage or causes of action. This Agreement covers only Covered Services and excludes all others from HomeWIRE coverage. We do not warrant and will not pay for services that are not covered even if the services are provided by an authorized independent electrical contractor.

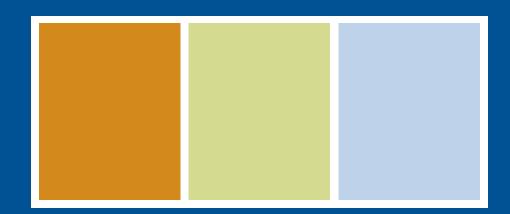
Under no circumstances will we or any authorized independent electrical contractor be held liable to you or any other person or entity for matters involving the purchase, lease, use, non-use or devaluation of any electric vehicle, plug-in hybrid vehicle or any vehicle of any nature, any charging station or associated infrastructure when applicable codes or standards prohibit the installation or use of such vehicle or equipment. We will not pay for any costs incurred or damages sustained by you for purchasing any vehicle or equipment or otherwise in reliance upon our being able to provide this Service to you. Our obligations under this Agreement are backed by our full faith and credit. Notwithstanding anything set forth in this Agreement to the contrary, under no circumstances shall our total liability under this Agreement exceed the sum of all payments made by you to us under this Agreement during the 12 months preceding any claim(s). This section shall survive the termination of this Agreement.

# Nonwaiver and Governing Law

Our i) failure to insist on performance of any of the terms and conditions herein; ii) failure to exercise any right or privilege; or iii) waiver of any breach of this Agreement shall not thereafter waive any of our rights or privileges under this Agreement or at law. Any waiver of any specific breach shall be effective only if given expressly by us to you in writing. This Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina, as if performed wholly within the state and without giving effect to the principles of conflict of laws.

# **Privacy Law**

Your enrollment in HomeWIRE Service means that you are knowingly consenting to and authorizing Duke Energy Progress or Duke Energy Corporation to release and share your name, address, phone number, account number and amounts you pay or owe for the Service with our approved independent electrical contractors, in order to provide Service to you.



# Other powerful products and services

In addition to HomeWIRE, Progress Energy offers a variety of products and services to help make using power and managing your account easier and more convenient than ever.

#### No worries

- Surge Protection. Never worry again about an unexpected power surge damaging sensitive equipment or your home's wiring system.
- Water Heater Repair. Avoid the hassle and unexpected cost of repairing your water heater.

#### No hassles

- e-bill. The paperless way to view your bill with the option to pay online.
- Automatic Draft. Have your bill automatically drafted from your account and say good-bye to writing checks.
- Equalized Bills. Pay a fixed, averaged amount each month. No surprises, no headaches.
- EasyPay. Never again worry about a payment arriving late. Pay by phone for immediate credit, 24 hours a day.

# **Energy-saving tips**

• Visit duke-energy.com/florida/save for some helpful energy-saving tips.

For more information
about all the powerful ways
Duke Energy can help you,
please visit duke-energy.com/florida
or call 1.888.999.8856.

HomeWIRE Service is not regulated or sanctioned by the Florida Public Service Commission, the North Carolina Utilities Commission or the South Carolina Public Service Commission. Customers who purchase these services will not receive preferential or special treatment from their utility company and customers are not required to buy it in order to receive safe, reliable electric service. FL Lic # QB25213, NC Lic # 9013/10-U, SC Lic # 96950.