



# Home Wiring Repair Essential Terms and Conditions

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Please read this Service Agreement carefully.

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Home Wiring Repair Essential is not part of the regulated utility services offered by Duke Energy Progress (“DEP”) and is not in any way sanctioned by the North Carolina Utilities Commission or the Public Service Commission of South Carolina. Purchasers of this product will receive no preference or special treatment from DEP. A customer does not have to buy this product or service in order to receive the same safe and reliable electric service from DEP. This service may also be available from other non-affiliated suppliers.

Your Duke Energy Progress electric utility service is not subject to disconnection for the nonpayment of **Service Agreement** charges. If You make a payment on Your Duke Energy Progress electric utility bill that contains both regulated and **Service Agreement** charges, the payment will be applied by Duke Energy Progress typically to the oldest regulated electric charges first, but at all times consistent with applicable state regulatory guidance.

## KEY TERMS

Throughout this document, “You” and “Your” mean a qualified customer in an individually metered single-family residence, condominium or manufactured home. “We,” “Us” and “Our” mean TWG Home Warranty Services, Inc., except in Florida, where it is Service Plan of Florida, Inc., 175 West Jackson Blvd., Chicago, IL 60604, 800.341.3624. In addition, when in bold, certain words and phrases are defined as follows:

**Administrator** means Duke Energy Progress, LLC, 550 South Tryon St., Charlotte, NC 28202, 888.999.8856 that will process and administer requests for coverage on this **Service Agreement**.

**Service Agreement** means this document. It describes the terms, conditions, limitations and exclusions that apply.

**Breakdown** means the failure of certain home electrical components and circuits due to wear and tear or that fail as a result of normal use.

**EVSE** means Electric Vehicle Supply Equipment.

## A. COVERAGE

During the term of coverage, subject to the terms and conditions of this **Service Agreement**, We agree, in the event of a covered **Breakdown**, that the **Administrator** will arrange for an authorized independent electrical contractor to install, repair or replace the electrical components indicated as covered in this **Service Agreement** under Section G – Coverage Descriptions and located at the service address listed on Your utility billing statement.

Electrical components are limited to single-phase or three-phase wiring circuits and related electrical components required to deliver electricity throughout Your home and Your attached garage.

At the **Administrator's** sole discretion, the **Administrator** has the option to repair or replace any electrical components. Replacement of electrical components will be with similar equipment or devices. If an electrical component is no longer available or is a special-order item, the **Administrator** will provide a reasonable substitute of standard commercial availability and color. The use of refurbished, reconditioned or non-original manufacturer's parts by the authorized independent electrical contractor is expressly permitted in the **Administrator's** sole discretion.

**Certain items, events and losses are not covered by this Service Agreement. Please refer to Section E – Exclusions of this Service Agreement.**

## B. COVERAGE TERM AND RENEWAL

Coverage under this **Service Agreement** is only valid after Our acceptance of Your enrollment and receipt of full payment. You will be eligible for coverage thirty (30) days after Your enrollment date.

The **Service Agreement** is offered for an initial term of one month beginning on the date You enrolled for coverage. The **Service Agreement** shall be automatically billed on a

month-to-month basis until You notify the **Administrator** that You elect to discontinue the **Service Agreement** or until the Administrator elects to discontinue Your **Service Agreement**. Your Duke Energy Progress utility bill or other billing mechanism will constitute the written renewal notice each month, and it is Your sole responsibility to make payment in full by the due date. If Your payment is received by the bill's due date, this **Service Agreement** will be automatically renewed for an additional month.

### C. WHAT TO DO WHEN YOU NEED SERVICE

**We will not pay for any services performed without Our prior approval. Notice of any Breakdown must be given to the Administrator immediately upon discovery and during the coverage term. The claim will be approved or disapproved only after the Administrator consults with the authorized independent electrical contractor.**

1. When repair is required, You are to telephone the **Administrator** at 888.999.8856.
2. When You request service under this **Service Agreement**, one of the **Administrator's** authorized independent electrical contractors will contact You within two business days (unless You specify otherwise) to arrange a visit. The two-business-day response time cannot be guaranteed during or after extreme weather, earthquake, fire, floods or other acts of God.
3. The **Administrator** will NOT pay for any work performed by electrical contractors who are not dispatched by the **Administrator**.
4. If Your **Breakdown** is not covered, one of the **Administrator's** authorized independent electrical contractors can, in most cases, provide You with an estimate of the installation, repair or replacement costs, together with a fifteen (15) percent discount from the contractor's then applicable labor rates for the work. If You choose to hire the authorized independent electrical contractor to perform the noncovered repair, You are solely and completely responsible to pay the authorized independent electrical contractor directly for all noncovered work rendered. The noncovered work is not the **Administrator's** responsibility.
5. At Our discretion, a **Breakdown** may be remedied by repair or replacement. Repair or replacement shall be performed by an authorized independent electrical contractor.

6. You are obligated to provide information relating to the cause and nature of any **Breakdown**. This information may include estimates, copies of inspection reports or other supporting information. If asked, You must sign forms needed for the **Administrator** to provide service under this **Service Agreement**. In all cases, You must take every precaution to protect the covered property until the necessary repair or replacement is authorized by the **Administrator** and the work is completed.
7. Misrepresentation or any attempt to defraud Us, including collusion between You and the authorized independent electrical contractor, shall result in a denial of coverage, and We shall seek reimbursement and may pursue remedies under the law.
8. We reserve the right to obtain a second opinion or have an inspection performed by an authorized independent electrical contractor of the **Administrator's** choosing on any repair or replacement.

#### **D. PAYMENT OF CLAIMS**

When possible, payment arrangements will be made by the Administrator with the authorized independent electrical contractor prior to completion of the work. In some cases, You may be required to pay for the repair or replacement of the covered item, in which case, We will reimburse You when the **Administrator** receives Your valid paid invoice(s).

**You must report all Breakdowns to Us. Unauthorized charges will not be reimbursed.**

#### **E. EXCLUSIONS**

**Coverage does not apply to and We will not pay benefits for:**

1. Any pre-existing conditions.
2. Circuits not complying with the current National Electric Code.
3. Components outside the home or attached garage.
4. Home networking, voice, data and video cabling, control systems or components, buried wires, overhead lines, and low-voltage wiring and equipment.
5. Any power-generating or power-consuming devices or equipment, including but not limited to the following: appliances and electronics of any kind, lighting, generators or power storage systems and photovoltaic equipment.

6. Condominium common areas.
7. Repairs or replacements required as a result of misuse, abuse, tampering, theft or vandalism.
8. Improper installation by someone other than an Administrator-approved network of authorized independent electrical contractors.
9. Applicable electrical, housing or safety code violations.
10. Corrosion, damage from wind, rain, flood, water, ice or any acts of God.

## F. LIMITS OF LIABILITY

Your **Service Agreement** will cover the repair or replacement of electrical components up to \$1,000 per calendar year from Your initial enrollment date. Any repair or replacement charges beyond Your limit of liability are Your sole and absolute responsibility.

Notwithstanding anything herein this **Service Agreement** to the contrary, coverage under this **Service Agreement** is excess to any valid warranty, insurance or indemnity benefit available to You. The limits of liability will remain in effect for the calendar year at the single-family residence, condominium or manufactured home covered under this **Service Agreement**.

## G. COVERAGE DESCRIPTION

### 1. Electrical Components

**COVERED:** Wall, floor, ceiling and countertop-mounted receptacles (“Electrical Outlets”); GFCI receptacles/breakers (“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); and **EVSE** circuit and wiring repair.

**NOT COVERED:** Any item not listed in the **COVERED** section.

## H. GENERAL PROVISIONS

1. **Cancellation:** You may cancel this **Service Agreement** for any reason at any time by contacting the **Administrator** at Duke Energy Progress, LLC via phone 888.999.8856 or mail Home Protection Plans, BAY 23, P.O. Box 14042, St. Petersburg, FL 33733. If You cancel within thirty (30) days of Your **Service Agreement** purchase date, You will receive a full refund or credit to Your account of Your payment. If You cancel this **Service Agreement** more than thirty (30) days after Your **Service Agreement** purchase date, once the **Administrator** receives Your request to cancel the **Service Agreement**, Your **Service Agreement** will non-renew at the end of Your current term and Your coverage will end on the last day of Your current term. Any refunds will be provided to You within thirty (30) business days from the cancellation.

We may not cancel this **Service Agreement** except for fraud, material misrepresentation or nonpayment by You, or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel, the return premium is based upon one hundred (100) percent of the unearned pro rata premium.

If You cancel Your **Service Agreement** and wish to reinstate coverage at the same address at a later date, there will be a \$150 reactivation fee payable at the time of reinstatement.

2. **Transfer of Service Upon Relocation:** In the event that You set up electric service at a new residence within the same Duke Energy Progress, LLC service territory, Your coverage will automatically be set up to Your new residence. If You no longer wish to have coverage, or if You are no longer eligible for coverage, please contact Duke Energy Progress at 888.999.8856.
3. **Renewal:** The **Administrator** reserves the right to not offer this **Service Agreement** upon renewal. Your Duke Energy Progress utility bill or other billing mechanism will constitute the written renewal notice each month, and it is Your sole responsibility to make payment in full by the due date. If payment is received by the due date, this **Service Agreement** will be automatically renewed for an additional month.

4. **Retail Charge:** The **Administrator** reserves the right to adjust the **Service Agreement** retail charge to You by providing notice of such adjustment in writing at least thirty (30) days prior to the effective date of Your renewal date.
5. **Billing and Payment:** For Duke Energy Progress utility service customers, all charges for the **Service Agreement** will be included on Your monthly utility bill as a separately stated charge from Your regulated utility services. No coverage under this **Service Agreement** will be provided unless Your **Service Agreement** account balance is current. Your initial payment is Your consent for the **Administrator** to use Your name, address and billing statement information, if necessary, to provide service under this **Service Agreement**.
6. **Transferability:** This **Service Agreement** is nontransferable by You.
7. **Territories:** The **Service Agreement** territory is limited to Florida, Indiana, North Carolina and South Carolina only.
8. **Right of Recovery:** If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.
9. **Entire Agreement:** This is not a contract of insurance. This is the entire **Service Agreement** between You and Us, and no representation, promise or condition not contained herein shall modify these items. By entering into this **Service Agreement** with Us, You agree that **Administrator** is not a party to this **Service Agreement** and is not liable to You under this **Service Agreement**. Our obligations under this **Service Agreement** are insured by a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604, 800.209.6206. If a claim is not paid within sixty (60) days of submitting the claim or if We become insolvent or otherwise financially impaired, the claim can be submitted to the insurer at Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604, 800.209.6206.
10. **Dispute Resolution – Arbitration:** This **Service Agreement** requires (and You agree to) binding arbitration if there is an unresolved dispute between You and Us concerning this **Service Agreement** (including the cost of, lack of or actual repair or replacement arising from a **Breakdown**). Under this arbitration provision, You give up Your right to resolve any dispute arising from this **Service Agreement**

by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the **Breakdown** occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an “umpire.” Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You reside. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. Seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this **Service Agreement**. The laws of the state where You reside (without giving effect to its conflict of law principles) shall govern all matters arising out of or relating to this **Service Agreement** and all transactions contemplated by this **Service Agreement**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **Service Agreement**.

## I. STATE AMENDMENTS

**North Carolina Residents Only:** You understand that the purchase of this **Service Agreement** is not required to purchase or to obtain financing for any of Your covered electrical components.

**South Carolina Residents Only:** If You purchased this **Service Agreement** in South Carolina, complaints or questions about this **Service Agreement** may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, 803.737.6180. Section H.1 – Cancellation is amended to include: If You do not receive a full refund or credit within forty-five (45) days, a ten (10) percent penalty per month shall be applied to the refund.