



# Surge Protection Terms and Conditions

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Please read this Service Agreement carefully.

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Surge Protection offered by Duke Energy is not regulated or sanctioned by the Florida Public Service Commission. Customers who purchase or subscribe to receive information about Duke Energy Surge Protection will not receive preferential or special treatment from their utility company and customers are not required to purchase or subscribe in order to receive safe, reliable electric service.

Your Duke Energy electric utility service is not subject to disconnection for the nonpayment of **Service Agreement** charges. If You make a payment on Your Duke Energy electric utility bill that contains both regulated and **Service Agreement** charges, the payment will be applied by Duke Energy 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 Florida, LLC, 550 South Tryon Street, 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.

**Power Surge(s)** means transitory voltage spikes or impulses (less than a millisecond in duration) that do not include sustained over-voltages.

**Meter-Base Protector** means a device provided by the **Administrator** that is installed for a fee on Your electric meter by the **Administrator** and that is designed to stop **Power Surges** from entering Your covered property and damaging Your **Covered Equipment**.

**Grounding Wire** means the grounding electrode (rod) system and its conductor connected to the electric meter serving Your residence on Your property.

**Appliance Equipment** means motors and compressors of plug-in consumer appliances, including but not limited to refrigerators, clothes washers/dryers and dishwashers.

**Electronic Equipment** means plug-in consumer electronics. Sample items include but are not limited to consumer televisions, computers, DVD players, game consoles and desktop printers.

**Covered Equipment** under **Surge Protection** means **Appliance Equipment** located at the address listed on Your utility billing statement that is used primarily for personal use inside Your home.

## A. COVERAGE

During the term of coverage, **Administrator** will make the determination to repair or replace the **Meter-Base Protector** and the **Grounding Wire**. Your **Meter-Base Protector** will be repaired or replaced upon mechanical or electrical breakdown, including that experienced during normal wear and tear. Your **Grounding Wire** will be repaired or replaced upon normal wear and tear, corrosion, contact separation or other failures that compromise the integrity of the meter's grounding. We will cover the repair or replacement cost of **Covered Equipment** that experiences a mechanical or electrical breakdown from the failure of the **Meter-Base Protector** due to surge-related conditions.

At the **Administrator's** sole discretion, the **Administrator** has the option to repair or replace any **Meter-Base Protector** or **Grounding Wire** or the cost to repair **Covered Equipment** at fair market value. Replacement of **Meter-Base Protector** or **Grounding Wire** will be with similar equipment or devices. The use of refurbished, reconditioned or non-original manufacturer's parts by the authorized service 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.

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 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 contacting the Administrator. Notice of any Meter-Base Protector failure, Grounding Wire failure or Power Surge must be given to the Administrator immediately upon discovery and during the coverage term. If the indicator light on the Meter-Base Protector is not on, You should telephone the Administrator immediately for service.**

1. When service is required, You are to telephone the **Administrator** at 888.999.8856. All service for **Meter-Base Protector** failure or **Grounding Wire** failure must be performed by an authorized service contractor arranged by the **Administrator**. The **Administrator** will only pay for repairs in Section A – Coverage above performed by an authorized service contractor.
2. All service for **Appliance Equipment** must be performed by an authorized service contractor arranged by either the **Administrator** or You. The **Administrator** will only pay for repairs in Section A – Coverage performed by an authorized service contractor. An authorized service contractor is a licensed specialist involved in repairing or assessing damage to **Appliance Equipment** through a business entity on an ongoing and regular basis. **Administrator** reserves the right in all cases to decide if a particular service contractor is qualified and therefore authorized.
3. If **Covered Equipment** cannot be repaired, the **Administrator** will pay for a like kind replacement at fair market value of the **Covered Equipment** up to Your limit. An upgrade in capacity or functionality will not be provided.

4. The **Administrator** may, at its option, investigate any or all claims, as appropriate. You must provide reasonable access and availability for such investigation. The **Administrator** may deny, in its sole discretion, any claim that the **Administrator** reasonably believes is fraudulent or does not result or arise from a **Power Surge** that causes mechanical or electrical breakdown to **Covered Equipment** where the **Meter-Base Protector** fails due to surge-related conditions.
5. Misrepresentation or any attempt to defraud Us, including collusion between You and the authorized service contractor, shall result in a denial of coverage, and We shall seek reimbursement and may pursue remedies under the law.

## D. PAYMENT OF CLAIMS

**You must report all Meter-Base Protector failures, Grounding Wire failures and Power Surges to Us. Unauthorized charges will not be reimbursed.**

The **Administrator** will make payment arrangements associated with the repair or replacement of the **Meter-Base Protector** and **Grounding Wire**. Payment arrangements will be made directly between You and the authorized service contractor prior to the completion of work for **Covered Equipment**. You may be required to pay for the repair or replacement of the **Covered Equipment**, in which case We will reimburse You when the **Administrator** receives Your valid paid invoice(s) including the authorized service contractor's failure reason of the **Covered Equipment**.

## E. EXCLUSIONS

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

1. **Covered Equipment** damaged as a result of anything other than a **Power Surge**.
2. **Covered Equipment** located at the covered property listed on the utility statement where a **Meter-Base Protector** is NOT installed.
3. **Power Surges** that may enter Your home through phone lines, cable, satellite lines or means other than the electric service entry at the meter.
4. **Power Surges** that may enter Your home through the ground or a direct lightning strike rather than the power lines.
5. **Covered Equipment** located within a commercial property, outside single-family residential homes and attached garages such as outdoor pumps, irrigation systems, electronic pet fences, electric entrance gates, alarm systems, intercom systems, invisible fences and hot tubs.

6. Electric vehicles of any kind.
7. Plug-in electric vehicle charging units.
8. Detached garages, farm load center poles or other pedestal structures where the electric meter is not physically attached to the structure.
9. Appliance microprocessors or other computer components or electronics (i.e., smart features).
10. Any appliance component that is not considered a motor or compressor by the product manufacturer.
11. Sustained high voltage or damage resulting from open neutral conditions.
12. Cosmetic damage to **Covered Equipment** or the consequential damages arising from the occurrence of a **Power Surge**.
13. **Covered Equipment** not functioning prior to Your enrollment date.
14. Damage to **Covered Equipment** not reported during the coverage term.
15. **Covered Equipment** expenses considered recoverable through other product or supplemental home warranty programs.
16. Consumable losses related to damage of temperature or humidity controlling devices.
17. Consequential damages and pre-existing conditions.
18. Damage from misuse, abuse, accident, improper installation, alterations or modifications, failure to follow manufacturer's recommended maintenance or instructions, faulty wiring or insertion of foreign objects into the **Covered Equipment**.
19. Shared appliances and electronic equipment by tenants within a multiple-unit dwelling.

## F. LIMITS OF LIABILITY

### **Meter-Base Protector, Grounding Wire and Appliance Equipment**

The maximum lifetime limit of liability under this **Service Agreement** for all claims after Your coverage start date is \$10,000. There is no per-claim limit of liability under this **Service Agreement** for the repair or replacement of Your **Meter-Base Protector** or **Grounding Wire** or the cost to repair Your **Appliance Equipment** at fair market value. 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. GENERAL PROVISIONS

1. **Cancellation:** You may cancel this **Service Agreement** for any reason at any time by contacting the **Administrator**, Duke Energy Florida, 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 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, less any claims paid by the **Administrator**, will be sent 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 Your lease agreement for **Meter-Base Protector** is canceled for any reason, You agree this **Service Agreement** will be automatically canceled on the same date. In addition, if this **Service Agreement** is canceled for any reason, You agree Your lease agreement for **Meter-Base Protector** will be automatically canceled on the same date.

2. **Transfer of Service Upon Relocation:** In the event that You move from Your current residence and You relocate to a new residence within Duke Energy Florida, LLC service territory, You need to call 888.999.8856 to have a **Meter-Base Protector** installed at Your new residence. If You no longer wish to have coverage, or if You are no longer eligible for coverage, please contact Duke Energy at 888.999.8856.
3. **Renewal:** The **Administrator** reserves the right to not offer this **Service Agreement** upon renewal. Your Duke Energy 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 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 **Meter-Base Protector, Grounding Wire** and **Covered Equipment** located in Florida, 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 the **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 of **Covered Equipment** arising

from a **Power Surge**). 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 **Power Surge** 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**.

## H. STATE AMENDMENTS

**Florida Residents Only:** The rate charged for this **Service Agreement** is not subject to regulation by the Florida Office of Insurance Regulation. Certain items and events are not covered by this **Service Agreement**. Please refer to Section E – Exclusions. Section H.10 – Dispute Resolution – Arbitration is removed.

**This Home Warranty does not provide free listing period coverage.** If the covered residence is sold during the coverage period, You have the right to assign this **Service Agreement** to the new owner of the residence within fifteen (15) days from the date the home is sold. The assignment fee is \$40.