

## Conditions, Parts and Services NOT COVERED

The items listed below are not covered under this program:

- Any condition that arises from abuse: theft; vandalism; fire; flood; acts of nature; acts of God; freezing; electric, water or gas supply outages; power surges; flooded basements; unusual atmospheric conditions; or other abnormal conditions;
- Appliances and appliance parts;
- Natural gas piping installation, disconnection, general inspection and/or preventative maintenance items;
- Commercial property and residential property used for businesses, including but not limited to daycare centers, nursing homes/long-term care facilities or any other property used for purposes other than a single-family residence;
- Piping damaged due to improper installation;
- Pre-existing conditions with the natural gas piping;
- Repairs if a violation of an applicable code exists;
- Improperly sized piping;
- Underground piping;
- Moving or rerouting of natural gas piping during repairs;
- Relocation of the gas meter.

Any noncovered repairs or nonauthorized repair will be the sole responsibility of the customer.

<b>CUSTOMER PRICING</b>	<b>Monthly Plan Cost</b>	<b>Fee Per Service Call</b>
Natural Gas Piping	\$2.95	\$10.00

## North Carolina

1-800-983-4948

PSNC Energy's ServiceCare Protection Plans are not part of the regulated services offered by PSNC Energy and are not in any way sanctioned by the North Carolina Utilities Commission. There is no advantage to customers of PSNC Energy if they buy products or services from PSNC Energy's ServiceCare Protection Plans. A customer does not have to buy products or services from PSNC Energy's ServiceCare Protection Plans in order to continue to receive the same safe and reliable gas service from PSNC Energy.

## Terms & Conditions



PSNC Energy's Natural Gas Piping Protection Plan



[www.psnccenergy.com/servicecare](http://www.psnccenergy.com/servicecare)

## NATURAL GAS PIPING PROTECTION

1. This contract applies to one (1) single-family residence. Your coverage begins or began on the date specified in the accompanying letter confirming your order (“Confirmation Letter”). That is also the first date for which you will be billed (your “Billing Date”). If the Confirmation Letter and this contract were sent to you in error, if you have changed your mind and do not want this service, if any of the information listed in the Confirmation Letter is incorrect, or if you have been billed for any period occurring before your Billing Date, please contact us immediately at the toll-free number in the Confirmation Letter to avoid being billed or to arrange for a refund or credit, if applicable.
2. You are provided repair service on covered natural gas piping (the “Program”) for one (1) year, but your annual service fee will be divided into twelve (12) equal monthly installments unless you request otherwise. Your service will begin on the date specified in your Confirmation Letter noted in Item 1 above. Your monthly service fee and any applicable Service Call Fees (as defined in Section 13 and listed in the “Customer Pricing” section) will be included on your PSNC Energy bill, unless you request a separate bill in writing. Any unpaid balance not paid within twenty-five (25) days of the date of your bill shall bear interest at the rate of one-and-one-half percent (1.5%) per month. If your account becomes past due, PSNC Energy may demand immediate payment of the entire balance of your annual service fee and any outstanding Service Call Fees or immediate payment of the cost of all services and parts provided to you, less any payments made by you to PSNC Energy during your current contract period. PSNC Energy has the right to refuse service under this Program if your account is delinquent.
3. Unless either you or PSNC Energy cancels this contract in writing prior to the annual anniversary of your Billing Date, it will be automatically renewed for another twelve (12) months at the renewal price then in effect. If you are unsure of your Billing Date, please call us for this information. Unless we have given you at least fifteen (15) days’ notice otherwise before the anniversary of your Billing Date, the renewal price for the next twelve (12) months will be the same as the price as applied during the previous twelve (12) months. Nothing in these terms and conditions or elsewhere obligates PSNC Energy to renew this contract with you.
4. If you have not filed any claim during the current contract period and you are current on all payment obligations, you may terminate this contract at any time and without further payment. If you have filed a claim during the current contract period and you wish to terminate this contract prior to the anniversary of your Billing Date, you have the option of either paying the total remaining monthly payments and any outstanding Service Call Fees or reimbursing PSNC Energy for the total cost of the claim(s), whichever is less. If you relocate to an area served by PSNC Energy, you may

transfer this contract to your new residence, but you may not assign or transfer this contract without the written approval of PSNC Energy. In addition, you may cancel this contract within the first thirty (30) days following the Billing Date and receive a full refund provided you have made no claims and you terminate this contract by calling the toll-free number in the Confirmation Letter. After the initial thirty-day (30-day) period, any cancellation or termination must be in writing. PSNC Energy reserves the right to revise pricing or amend the terms and conditions of this Program upon thirty (30) days written notice to you. In the event that you do not accept the revised pricing or amended terms and conditions, you may cancel this service by notifying PSNC Energy in writing within thirty (30) days of your receipt of notice of revision or amendment from PSNC Energy, provided that you shall remain liable for all charges through the date of cancellation or the effective date of the revision or amendment, whichever is earlier. Nothing in these terms and conditions or elsewhere obligates PSNC Energy to continue to provide repair services to you after cancellation of service under this program.

5. Any notice of cancellation or transfer request must be in writing and forwarded to PSNC Energy ServiceCare, 3680 Leeds Avenue, Charleston, SC 29405. Except as provided in Item 3, the effective date of your cancellation shall be the monthly anniversary of your Billing Date on the month following PSNC Energy’s receipt of your written notice.
6. Covered natural gas piping must meet all applicable code requirements and be in full operating condition at the time of your Billing Date.
7. Neither PSNC Energy nor its contractors shall be responsible for charges for services rendered or parts provided by third parties.
8. PSNC Energy reserves the right to inspect your natural gas piping before accepting you into the Program.
9. PSNC Energy shall have sole discretion to determine the type, make and source of parts and labor used in repairs. Replacement parts will be of similar or equal quality and efficiency as those being replaced. PSNC Energy is not responsible for any upgrades. PSNC Energy reserves the right to exempt specific makes of equipment from eligibility. Noncovered repairs can be made for additional charges.
10. Service request calls are taken 24 hours a day, 365 days a year. You may reach PSNC Energy at 1-877-776-2427. Repair services are provided Monday through Friday during normal working hours. PSNC Energy shall have the sole discretion to determine if a service call is an emergency and, if a service call is deemed an emergency, after-hours service will be provided. If a service call is not deemed an emergency, service will not be provided outside of normal working hours.

11. PSNC Energy may, at its option, use licensed (where required) independent contractors to perform all or a portion of PSNC Energy-covered services. Any additional or noncovered services performed at your request will be at your expense, and PSNC Energy shall have no liability or responsibility with respect to such services.
12. Neither PSNC Energy nor its contractors will be responsible for direct damages, consequential, special or punitive damages, illness or injury caused by delays, failure to service, unavailability of parts, labor difficulties, and other conditions beyond their control. In no event will PSNC Energy be liable for consequential, special or punitive damages arising from any cause whatsoever. THE MAXIMUM ANNUAL OBLIGATION BY PSNC ENERGY TO YOU RELATED TO THIS PROGRAM IS \$1,000.00.
13. PSNC Energy reserves the right to terminate this Program and/or to refuse service as to specific natural gas piping in the event that you are in violation of the terms hereof, you commit any act of fraud, abuse or misrepresentation with respect to your participation in the Program, or if the condition of the natural gas piping is in violation of applicable codes and you do not undertake to bring the piping in compliance with applicable codes.
14. You will be charged a service call fee of ten dollars (\$10.00) (the “Service Call Fee”) on a subsequent monthly bill for each service call. If you miss a scheduled appointment, you will be charged the Service Call Fee. You will not be charged a Service Call Fee for any repeat visit for the same problem occurring within thirty (30) days of the original visit, provided you have not missed a prior appointment.
15. PSNC Energy will not be responsible for damage to equipment caused by debris in natural gas piping, such as copper flaking.
16. All natural gas piping systems must be readily accessible. Any damage caused or costs incurred to gain access to inaccessible natural gas piping systems, including restoration costs, will be the responsibility of the customer (examples of customer restoration costs include plaster, drywall or ceiling repair).
17. You may cancel this contract at any time after purchase and receive a *pro rata* refund of any amounts paid to us covering the period after your cancellation, less the cost of any claims paid on the contract.
18. Obligations of PSNC Energy under this contract are backed by the full faith and credit of PSNC Energy.