

# Surge HELP® Terms and Conditions

The Surge HELP® "Home Electronics Loss Protection" Program ("Program"), covers the repair or replacement of residential electronics, electromechanical equipment and appliances damaged by an electrical surge.

An "electrical surge" is defined as a short-term burst of excessive, unwanted energy (transient over-voltage) on a circuit, which if not suppressed, can accelerate wear and tear of attached electrical equipment, increasing repair frequency, repair costs and product failure.

1. The monthly Program price is for one single-family residence.
2. The Program is offered by Dominion Products and Services, Inc., 120 Tredegar Street, Richmond VA, 23219, hereinafter referred to as "Program Administrator".
3. Coverage under the Program starts after enrollment in the Program exceeds thirty (30) days. Coverage continues thereafter so long as the customer makes timely payments. Customer payments prepay protection under the Program. Protection is suspended at the end of the prepaid period in cases of nonpayment. Customer's account must be in good standing (current) in order to receive repair service, or replacement, under the Program.
4. The Program reimburses up to the customer selected protection limit per year, for repair and/or replacement expenses associated with a valid claim.
5. Customer is responsible for notifying the Program Administrator within seven (7) business days of damage to request a claim form. Claim form must be completed in full and mailed to the Program Claims Center with a copy of a qualified service provider's repair invoice within thirty (30) days from the customer's receipt of claim form. The repair invoice must be on business stationery including the name, address and telephone number of the service provider as well as a complete description of damage and associated repair charges. A "qualified" service provider is an entity that possesses special expertise in the field of servicing or repairing residential electronics, electromechanical equipment and appliances and in fact engages in that business on a regular and ongoing basis. The Program Administrator reserves the right in all cases to decide if a certain service provider is qualified.
6. For an item that cannot be repaired, the Program will pay or reimburse the customer, subject to the applicable protection limit set forth in paragraph 3, the replacement value of the product. Replacement value is deemed to be the typical purchase price of the most similar product available on the market at the time of the product failure, taking into consideration the make, model and features of the item being replaced.
7. All diagnostic/service fees are payable by customer directly to service provider and will be reimbursed by the Program with valid claim as long as they are usual and customary for the area, as determined by the Program Administrator. Maximum limit: \$125
8. All applicable payments/reimbursements from the Program to Customer will be made within thirty (30) days from the Program Administrator's receipt of a valid claim form.
9. The Program excludes the following:
  - A. Items that are damaged by reason other than an "electrical surge"
  - B. Items not operational prior to protection term
  - C. Items that cannot be replaced with like kind and quality (i.e. antiques)
  - D. Items owned by third parties
  - E. Items not located at covered location
  - F. Power tools
  - G. Additional expenses, such as a contractor's travel charges, not covered in standard service call rate.
  - H. Expenses recoverable under product or other add-on home warranty program
10. The Program administrator reserves the right to make final protection eligibility decisions.
11. The Program's liability is limited solely to the repair or replacement of appliances, electronics and electromechanical equipment damaged by electrical surges. The Program shall have no other liability for any other direct, indirect, special, incidental, consequential or other damages. The Program will not be responsible for damage caused by the customer, third parties, natural disasters, or other insurable causes. The parties agree that any claim for breach of this contract must be initiated within one (1) year from the date of accrual and that this limitations period supersedes any other limitations period that would otherwise apply.

12. The Program may be modified from time to time, with thirty (30) days written notice of material changes. The Program may also be terminated on ninety (90) days written notice.
13. By enrolling, the customer represents that, to the best of his/her knowledge, the equipment to be covered is functioning properly.
14. Customer may cancel participation at any time.
15. **For Program coverage, Terms and Conditions or claims questions, please call 1-888-848-7893, Monday through Friday, 8:30am to 5:00pm EST. For price, billing, or enrollment questions, please call the seller (i.e. electric cooperative, power association, utility).**

## Additional terms and conditions for your state:

### Florida:

- A. Obligations of the provider under the service contract are backed by the full faith and credit of the provider.
- B. In the event the contract is canceled by the warranty holder, return of premium shall be based upon 90% of unearned pro-rata premium less any claims that have been paid. In the event the premium is canceled by the Program Administrator, return of premium shall be based on 100% of unearned pro-rata premium.

### Louisiana:

- A. Customer may cancel participation at any time. For a full refund, return this service contract with written request of cancellation within twenty (20) days from date it was mailed, and one will be provided so long as no claims have been made.
- B. Obligations of the provider under the service contract are backed by the full faith and credit of the provider.

### New York:

- A. Customer may cancel participation at any time. For a full refund, return this service contract with written request of cancellation within twenty (20) days from date it was mailed to you, and one will be provided so long as no claims have been made. Program Administrator shall add a 10% penalty to any refund not paid or credited within 30 days.
- B. Obligations of the provider under the service contract are backed by the full faith and credit of Program Administrator.

### South Carolina:

- A. Customer may cancel participation at any time and receive a pro-rata refund so long as no claim has been made. For a full refund, return this service contract with written request of cancellation, within twenty days from date it was mailed to you and one will be provided so long as no claims have been made.
- B. Obligations of the provider under the service contract are backed by the full faith and credit of the provider.
- C. Complaints may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105 or (800) 768-3467.

### Texas:

- A. Customer may cancel participation at any time and receive a pro-rata refund so long as no claim has been made. For a full refund, return this service contract with written request of cancellation, within twenty days from date it was mailed to you and one will be provided so long as no claims have been made.
- B. **NOTICE:** You the buyer have other rights and remedies under the Texas Deceptive Trade Practices-Consumer Protection Act, which are in addition to any remedy which may be available under the contract. For more information concerning your rights, contact the Consumer Protection Division of the Attorney General's Office, the local district attorney or the attorney of your choice.