

# Evergy Home Wiring Service



## Terms and Conditions

Evergy, Inc. on behalf of itself and its affiliates (hereinafter "Evergy") and Customer agree that Evergy will provide residential Home Wiring Protection to Customer under the following terms. Participation in Home Wiring is voluntary, and occurs at the request of the account holder or any authorized user listed on your account. As used in this Home Wiring Service agreement (hereinafter "Agreement"), the terms "we," "us" and "our" refer to Evergy, "You" and "your" mean the Customer. "Service" means the Home Wiring Service program. "Covered Services" means all the items, specified herein, that are eligible for repair or replacement under the terms of the Home Wiring Service.

### FEES:

Customer will pay a monthly fee plus applicable sales taxes as indicated below.

### Fee Schedule:

**Basic:** \$4.99 per month

**Extended:** \$8.99 per month

### TERMS:

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.

**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 Home Wiring Service will be effective the date we receive your notification. \$150 reinstatement fee: If you discontinue your Home Wiring 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 at any time for any reason upon written notice to you.

**Modifications to Terms and Conditions:** Evergy reserves the right to update the terms and conditions of this offer at its sole discretion and agrees to keep current terms posted on-line at:

<https://www.evergy.com/hpsoffer>

**Missed appointment fee:** Any fee for missed appointments as assessed by authorized contractor will be applied towards your annual coverage limit.

### HOME WIRING COVERAGE

Home Wiring 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.

**Your Evergy account must be current in order to receive Services.**

### Basic Service - \$500 annual limit:

Home Wiring Basic coverage is limited to \$500 per calendar year, materials and labor inclusive, provided the request is made during the term of this Agreement and you have paid for the Service in accordance with this Agreement. Your \$500 annual limit will automatically reset in January of each calendar year regardless of when your first date of Service commenced.

### Extended Service - \$1,000 annual limit:

Home Wiring Extended coverage is limited to \$1,000 per calendar year, materials and labor inclusive, provided the request is made during the term of this Agreement and you have paid for the Service in accordance with this Agreement. We will pay up to \$100 annually toward the installation fees for Additional Covered Services as listed in this Agreement. Customer is responsible for purchase price of all Additional Covered Services and the \$100 of installation fees is included within your \$1,000 limit. \$1,000 annual limit will automatically reset in January of each calendar year regardless of when your first date of Service commenced.

### Covered Services – Basic and Extended Coverage:

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
- Building-mounted electric service panels or subpanels up to 400 amps
- Building-mounted main service disconnect
- Building-mounted meter-based housing
- 120- to 240-volt home electrical circuits/wiring (copper or aluminum)
- Electric Vehicle Supply Equipment ("EVSE") circuit and wiring repair

### Additional Covered Services—Extended Coverage Only:

The following shall constitute the only fixtures covered by Extended Service with explicit limitations as set forth in this Agreement. Evergy will only pay for the installation of the following fixtures into an existing electric box meeting all applicable governing codes:

- Installation of ceiling fans
- Installation of lighting fixtures
- Installation of EVSE

## 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:

Covered Services limits: Covered Services are limited to your single-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 the above reasons rests solely with Evergy.

**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.

## 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 unusual operating conditions due to extreme weather, earthquake, fire, floods, or other acts of God.

For any Covered Services up to the annual limits in this Agreement, there will be no additional charge to you. We will pay the authorized contractor directly for the Covered Services up to these limits. If your electrical problem is not covered by the Service or if the cost of the service needed exceeds your annual limit, one of our independent electrical contractors can provide you with an estimate of your responsibility for the installation, repair or replacement costs at a 20 percent discount of the retail service rate. 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 electrical contractor directly for all Noncovered items and services rendered. Evergy is not responsible for and does not warrant in any way these Noncovered items and/or services performed.

Only work performed by an authorized contractor dispatched by Evergy is eligible for stated Service coverage, payment and/or contractor discounts offered through Home Wiring Services. Payment for any work performed by a contractor not authorized and dispatched by Evergy is the Customer's responsibility. Evergy, at their sole discretion, may offer Customer reimbursement of costs incurred only for listed Covered Services and capped at enrolled Home Wiring Services coverage level. Evergy is not responsible for and does not warrant this work in any way.

## BILLING, PAYMENT AND LATE FEES:

**Billing:** All charges for the Service will be included on your monthly electric bill. **No Service will be provided unless your Home Wiring account balance is current.**

**Payment:** Payment is due by the bill due date. 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 in this Agreement.

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

**Nonpayment:** Nonpayment for 60 days will result in immediate termination of the Service.

**How we apply your Evergy payment:** 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 non-regulated charges (including Home Wiring Service). Once those are paid in full, the remaining payment is applied to your current regulated charges and finally to your current non-regulated 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 non-regulated charges.

## 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, affiliates and subsidiaries, together with all officers, directors, employees, 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 Home Wiring 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. 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.

#### **CUSTOMER INFORMATION:**

Customer provided information is for Evergy's exclusive business use and shared only with trusted third parties for the purpose of fulfilling enrollment and service requirements. All parties are bound to protect this information, as outlined in Evergy's Privacy Statement: <https://www.evergy.com/privacy-statement>.

*The Home Wiring Protection program is not regulated by the Missouri Public Service Commission or the Kansas Corporation Commission.*

PLEASE FILE FOR REFERENCE