

Evergy, Inc.

Surge Protection Terms & Conditions

Evergy, Inc. on behalf of itself and its affiliates (hereinafter "Evergy") and Customer agree that Evergy will provide surge protection at the electric meter to Customer under the following terms.

INSTALLATION: A surge protection device will be installed by Evergy or its contractors at the electric service meter for the Customer's residence.

FEES: Customer will pay a monthly fee plus applicable sales or use tax for the meter-base surge protection as indicated below.

All fee payments are due within thirty (30) days of the date of Evergy's monthly invoice to Customer. Customer will pay the entire monthly fee if the surge protection device at the electric meter remains active during any portion for which the monthly fee is due as indicated below.

Fee Schedule:

Basic: \$6.99 per month **Expanded:** \$8.99 per month

Deluxe: \$10.99 per month

TERMS:

Agreement Effective Date: The date that the surge protection device is installed at Customer's residence.

Agreement Termination Date: The date cancellation is requested by Customer or as stated in a written communication from Evergy. Evergy reserves the right to assess a one-time Early Termination Fee of \$150 if Customer requests cancellation of this Agreement within the first 24 months of effective date. Evergy will terminate surge protection coverage upon receipt of Customer's cancellation request.

Termination Fee Exceptions: Customer may cancel this Agreement at no charge within seven (7) days of Agreement acceptance date by written request to Evergy. Additionally, Customer may cancel Agreement within first (24) months of Agreement effective date without Termination Fee if Customer is moving from their enrolled residence and/or terminating their Evergy electrical service to that address.

Cancellation: Cancellation of this Agreement by either Customer or Evergy shall be without prejudice to the rights or remedies of either Customer or Evergy under this Agreement.

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>

SURGE PROTECTION COVERAGE:

Basic: Up to \$500 depreciated damage per Appliance and up to Five Thousand Dollars (\$5,000) per year in collective claims.

Expanded: Up to \$1,000 depreciated damage per Appliance and up to Ten Thousand Dollars (\$10,000) per year in collective claims.

Deluxe: Up to \$1,000 depreciated damage per Appliance and up to Ten Thousand Dollars (\$10,000) per year; Basic Interior Wiring Protection up to \$500 per year in collective claims for electrical repairs in your home by an Evergy authorized contractor. Refer to Evergy Residential Home Wiring Service Terms and Conditions for full coverage details at <https://www.evergy.com/hpsoffer>. Please note that you will need to select your location at the top-left of the website (menu on mobile).

SURGE PROTECTION GUARANTEE: If a power surge passes through the protection device installed at the electric meter and damages covered cord and plug appliance or residence/office electronic equipment (hereinafter "Appliance"), Evergy will be responsible for the Appliance's depreciated value per the customer's specific plan enrollment. Only Appliances physically located and connected to an interior electrical outlet within the residence or attached garage are eligible for surge protection coverage. Appliances physically located or connected to an exterior electrical outlet or located in any structure besides the metered residence are ineligible for claim under this Agreement.

Terms and Conditions effective 08/08/2024 V7.0
Public

Evergy will not be responsible for damage (1) to Appliance not owned by the Customer. Evergy reserves the right to require proof of Appliance ownership for claim payment in a rental property; (2) to property of Customer that, in Evergy's sole and reasonable discretion, does not constitute an Appliance; (3) to Customer's residence; (4) to products, materials,

data or information used or stored in an Appliance; (5) caused by a surge which has not passed through the surge protection device at the electric meter; (6) caused by a direct lightning strike to Customer's premises; (7) caused by the improper installation of the grounding electrode system under the standards in the National Electric Code, (8) to residential plumbing, heating and cooling equipment, (9) to items residing outside the residence (including well or pool pumps and controls), (10) to medical or life support equipment, (11) Failure of Appliance not reported in a Claim within thirty (30) days of the date of the applicable Power Surge, or (12) Any losses, costs or fees not directly related to the Replacement Value of the Appliance, including but not limited to loss or corruption of data and/or the restoration of software and operating systems associated with any Appliance, any costs associated with upgrades, components, parts, or equipment required due to the incompatibility of any existing equipment with the replacement system, service line or component, or part thereof, any costs associated with construction, carpentry, or other modifications made necessary by the existing equipment or installing different equipment or as necessary to comply with federal, state, and local law, code, regulation, or ordinance, and any fees or costs associated with the removal, installation or reinstallation.

Evergy's liability will be limited to the depreciated value of the damaged Appliance as determined by the most recent version of a Guide to Property Loss Adjustment as published by the National Association of Mutual Insurance Companies. Evergy will not be responsible for Customer's indirect or consequential damages. Customer individually and on behalf of its insurers waives all rights of subrogation against Evergy.

EVERGY'S RIGHTS OF INSPECTION: Evergy will have an immediate right to inspect the surge protection device at the electric meter and Customer's damaged Appliance should Customer submit an Appliance claim to Evergy. Customer shall make its premises available to Evergy or its contractors for such inspection. Damaged part(s) must remain available for inspection by Evergy until the claim is finalized.

CUSTOMER'S RESPONSIBILITIES: Evergy shall have continuous access to the surge protection device, which is owned by Evergy and installed at the meter. Evergy has general responsibility for maintaining and servicing the surge protection device at the electric meter. However, Customer will be liable to Evergy for any damage to the surge protection device at the electric meter including without limitation, damage caused by Customer's misuse or abuse of the surge protection device at the electric meter or damage

caused by removal, transfer, or tampering with it or by vandalism or an Act of God. Customer will not be liable for damage to the surge protection device at the electric meter from a power surge passing through it. The Agreement shall be automatically canceled if the surge protection device at the electric meter is damaged other than by a power surge passing through it, and Evergy will have no obligation to replace the surge protection device at the electric meter. Customer will maintain information about the make, model, age and cost of Customer's appliances and electronics equipment by providing proof of purchase/receipts. Customer shall cooperate with Evergy and provide all information Evergy requests of Customer to assert a breach of warranty claim against the Manufacturer of the surge protection device. Customer shall present any claim under this Agreement to Evergy, along with sufficient information to support the claim, not later than thirty (30) days after Customer discovers or reasonably should have discovered the basis for the claim. Both Customer's electric utility and Meter-Based Surge Protection accounts must be kept current for the Meter- Based Surge Protection Warranty to be in effect. Customer must allow up to 4 weeks for claim processing.

WAITING PERIOD: Coverage will become effective thirty (30) days after the Effective Date of this Agreement. No claims that occur prior to the date of coverage will be accepted.

DAMAGE TO COVERED APPLIANCE CLAIM

PROCEDURE: Customer must inform Evergy of claim request and return completed claim form to Evergy within thirty (30) days of surge event. Evergy reserves the right to deny any claim not submitted within the thirty (30) days. The completed claim form must contain an authorized repair facility's invoice with a written description of specific damage found. This written description must be on business letterhead including name, address and telephone number of the qualified repair facility and include (1) a complete description of Appliance, (2) the cost of the repair of the Appliance, or a statement that such Appliance is not repairable, (3) a statement that the damage to the Appliance was caused by a power surge and (4) signature of repair facility's agent. If such a signed statement is not included in the repair facility's invoice, Evergy may determine, in its sole discretion, whether there has been a Power Surge at the enrolled address that caused the claimed Appliance damage based upon the internal Program or Evergy business records. If the authorized repair facility determines that the Appliance is not repairable, a written explanation as to why the Appliance cannot be repaired must be included with the completed claim form. Failure to properly complete the claim form may

result in the claim being permanently denied.

CLAIMS PAYOUT TERMS AND CONDITIONS: Claims are paid out by third-party processor, Choice Digital. To receive a claims payout, you must agree to Choice Digital's terms and conditions as you navigate through the claims process.

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 Policy: <https://www.evergy.com/privacy-policy>

DEFAULT: If Customer violates any provision of the Agreement, Evergy may cancel this Agreement immediately and Customer will be liable to Evergy for the attorney's fees and expenses of Evergy or its collection agent in enforcing the Agreement or in gaining access to the surge protection device at the electric meter.

CONSENT FOR COMMUNICATIONS: By providing a phone number, email, or another communication channel, Customer consents to Evergy communications via the Customer provided contact information.

MISCELLANEOUS: The Agreement shall be governed by the laws of the state where the surge protection device at the electric meter is installed on Customer's meter. Customer grants Evergy the right to contact Customer via e-mail with program related e-mails. Evergy and Customer intend this Agreement to be a final expression and a complete and exclusive statement of the terms of their agreement, superseding all prior agreements and understandings, whether written or oral. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. If a provision of the Agreement is invalid, such provision shall be deemed omitted, but the remaining provisions of the Agreement shall be given full force and effect.

The Evergy Surge Protection program is not regulated by the Missouri Public Service Commission or the Kansas Corporation Commission.