



# Rappahannock Electric Cooperative

A Touchstone Energy® Cooperative 

## Surge**Assist** Terms and Conditions

The Surge**Assist** Protection Program (the “Program”), provided by Rappahannock Electric Cooperative (the “Cooperative”), is available to members of the Cooperative (“Members”) who receive electricity from the Cooperative in their single-family residences (“Residences”). The Program covers part or all of the cost of repair or replacement of certain residential electronics, electromechanical equipment, and appliances (“Eligible Appliances”) that fail as the result of Electrical Surges.

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 Program price is \$5.95 per Residence per month (“Program Fee”). All charges for the Program will be included on the monthly electric bill for the Residence. Payment is due by the bill due date. The Member’s first payment of the Program Fee will be confirmation of acceptance of these terms and conditions.
2. Protection under the Program starts thirty (30) days after the first payment is received (the “Effective Date”), provided the Program is not terminated prior to the Effective Date. Coverage will continue thereafter so long as the Member makes timely payments of the Program Fee. Member payments prepay protection under the Program. Protection is suspended at the end of the prepaid period in cases of nonpayment. A Member’s account must be in good standing (current) in order for the Member to be paid or reimbursed Eligible Expenses under the Program.
3. Members who are enrolled in the Program are eligible for reimbursement or payment of certain expenses incurred in connection with assessment, repair and/or replacement (“Eligible Expenses”) of Eligible Appliances damaged by Electrical Surges, provided all Program requirements are met. Eligible Expenses for damage assessment by a Qualified Service Provider (defined below) shall not exceed \$125.00 per Claim (defined below). Eligible Expenses (including costs to assess damages) for all Claims filed in connection with a particular Residence shall not exceed \$2,000.00 in any twelve month period (the “Claim Limit”).
4. In order to be paid Eligible Expenses for any Eligible Appliance, the Member must file a valid claim under the Program (a “Claim”). The Member must request a claim form from the Cooperative within seven (7) business days of the applicable Electrical Surge. More than one Eligible Appliance may be designated on the claim form. All claim forms submitted to the Cooperative per Residence in connection with a given Electrical Surge shall be considered a single Claim. The claim form must be completed in full and mailed to the Cooperative with a copy of a repair invoice (“Repair Invoice”) for each Eligible Appliance from a Qualified Service Provider (defined below) within thirty (30) days from the Member’s receipt of the claim form. Each Repair Invoice must be on business stationary and must include the name, address, and telephone number of the service provider as well as a complete description of damage caused by the Electrical Surge and associated repair charges, or a determination that the Eligible Appliance cannot be repaired. 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 the business on a regular and ongoing basis. The Cooperative reserves the right to determine, in its sole discretion, whether any service provider is a Qualified Service Provider.
5. The Member is responsible for payment of all diagnostic, service, repair, or other fees assessed by the Qualified Service Provider. Upon receipt of a valid claim form, the Cooperative will reimburse the Member for all such fees which are usual and customary in the Qualified Service Provider’s area or industry, as determined by the Cooperative, up to the Claim Limit.
6. If a Qualified Service Provider determines that an Eligible Appliance cannot be repaired, or if the Cooperative determines that the cost of such repair is greater than the Replacement Value of the Eligible Appliance, the Program will pay or reimburse the member the Replacement Value of the Eligible Appliance,

subject to the Claim Limit. "Replacement Value" is deemed to be the typical purchase price of the product most similar to the Eligible Appliance available on the market at the time of the Electrical Surge, taking into consideration the make, model and features of the Eligible Appliance. The Cooperative reserves the right to determine, in its sole discretion, the Replacement Value of any Eligible Appliance.

7. All applicable payments or reimbursements from the Cooperative to the member will be made within thirty (30) days from the receipt by the Cooperative of a valid claim form.
8. The following are not Eligible Appliances:
  - a. Items that are damaged by reason other than an Electrical Surge.
  - b. Items not operational immediately prior to the applicable Electrical Surge.
  - c. Items that cannot be replaced with items of like kind and quality (i.e. antiques).
  - d. Items not owned by the Member or a member of his household.
  - e. Items not located at the Residence at the time of the applicable Electrical Surge.
  - f. Power tools.
9. The following are not Eligible Expenses:
  - a. Additional costs of onsite service, such as travel charges, not covered in the standard service call rate of the Qualified Service Provider.
  - b. Expenses or damages which are recoverable under warranty or under any add-on home warranty program in which the Member participates.
  - c. Additional costs incurred as a result of a loss, such as extra expenses, programming, data reconstruction, data recovery or program installation or reconfiguration.
10. The Cooperative reserves the right to determine, in its sole discretion, whether any item is an Eligible Appliance, or whether any expense is an Eligible Expense.
11. The Cooperative's liability under the Program is limited solely to the assessment, repair and/or replacement of Eligible Appliances damaged by Electrical Surges. In no event shall the Cooperative be liable for any direct, indirect, special, incidental, consequential, or other damages, including without limitation property damage or personal injury. The Program does not protect against, and in no event shall the Cooperative be responsible for, damage caused by the Member, third parties, or insurable causes, including without limitation, natural disasters. Except for reimbursement or payment of Eligible Expenses in connection with valid Claims, under no circumstances shall the Cooperative's total liability to any Member under the Program exceed the sum of all payments made by such Member to the Cooperative under the Program. This Section shall survive the termination of the Program.
12. The Program and these terms and conditions may be modified from time to time by the Cooperative in its sole discretion. The Cooperative will provide thirty (30) days' written notice of any material change. The Program may be terminated by the Cooperative on ninety (90) days' written notice.
13. The Member may cancel participation in the Program at any time. If a Member cancels after payment of the Program Fee for a particular month, the Member shall not be entitled to a refund of any portion of such program fee.
14. By enrolling, the member acknowledges that the Program does not provide protection with respect to equipment that is not operational immediately prior to an Electrical Surge, or equipment that is otherwise excluded from the definition of "Eligible Appliance."
15. Obligations of the Cooperative under the Program are backed by the full faith and credit of the Cooperative.
16. The Program terms and conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to the principles of conflict of law. Waiver by the Cooperative of any breach of any of these terms and conditions shall not operate or be construed as a waiver of any subsequent breach.
17. To receive service under the Program, call 1-800-851-3275.