



SERVICE ASSURED® ELECTRIC SERVICE REPAIR PROGRAM

Terms and Conditions



Rochester Public Utilities (RPU) will provide Service Assured Electric Service Repair (Coverage) to the customer (You/Your) under the following terms and conditions. You may contact RPU by mail at 4000 East River Road NE, Rochester, MN 55906 or by calling 507-280-1500.

AVAILABILITY

Electric Service Repair Coverage is available to RPU residential electric customers living in single-family homes, single-owner duplexes, and some townhome associations.

WHAT'S COVERED

An electrical contractor will repair or replace the components of an ordinary underground or overhead exterior electrical service for which You have sole responsibility and that supports Your Residence if the component has failed or is creating a hazardous condition due to normal wear and tear. Coverage is limited to the electric service lateral conductors and conduit from RPU's equipment location to the load side of the meter socket located on the exterior wall of Your Residence or garage, and including the meter socket. Any component of Your underground or overhead exterior electrical service not specifically listed as covered is excluded. Damages caused by actions of the homeowner or tenant are excluded. The program does not cover homeowner, landlord, or renter negligence or malicious intent to damage the electric service. With Coverage, RPU will make all repairs as follows:

- On underground services from the **Transformer or Secondary Pedestal ①** up to and including the **Meter Socket ④**.
- On overhead services from the **Service Pole ①** up to and including the **Meter Socket ⑥**.

If You opt out of the program, You are responsible for these repairs. In all events, the customer retains responsibility for failures of the conductors between the meter socket and the main electrical panel inside the home and all indoor service equipment and wiring.

RESTORATION

Normal restoration to any area disturbed by the repair that is on Your Property is covered. Normal restoration is limited to backfilling the excavation and patching of paved public roads and repairing public sidewalks. RPU will not be responsible for the survival of any seeding or living plants, trees, shrubs, grass, gardens, etc. disturbed by the repair work. RPU will not be responsible for the repair or replacement of any decorative paving, pathways or landscaping features such as patios, retaining walls, ponds, or gardens. RPU will not be responsible for the repair or replacement of private driveways, roads, or private sidewalks. RPU will not be responsible for the repair or restoration of roofs, shingles, siding, and fascia. RPU will not be responsible for damage to private underground systems on the property (ex. sprinkler lines, electronic pet fence wires, private electric lines or non-utility lines of any type). Damage caused by trees and branches may require trimming to prevent further damage. RPU will not be responsible for damage to the tree(s) or the cost of tree trimming or removal.

BENEFIT LIMIT

The maximum benefit limit is up to \$3,000 per repair event per 12 months plus an additional one-time \$750 if Your existing non-bypass meter socket is upgraded to an approved

bypass meter socket during the same repair event. Any repair or replacement charges or restoration costs beyond Your benefit limit are Your responsibility.

MONTHLY FEE

A fee will appear as a separate line item on Your monthly RPU bill and will be collected with Your other utility charges. Pricing is subject to change; see RPU's Rate Schedule for current costs. There is no deductible with this Coverage. For rental properties, program fees are billed to and paid for by the property owner, not the tenant. For multiple dwelling unit properties, program fees are billed to and paid for by the property owner's association, not the individual unit occupants.

ELIGIBILITY

A single structure connected via a single electric service lateral, owned by You, used and zoned only for residential occupancy that is not intended to be moved ("Residence"), and the land it is located on is also owned by You ("Property") is eligible. Eligible residences include single family homes, single-owner duplexes, and some qualifying townhome associations. Individual or multi-unit townhomes, twin-homes, multi-owner duplexes, apartments, mobile homes, and condominiums are not eligible at this time. Any recreational vehicle or manufactured residential unit intended to be movable is not eligible. Any property used for commercial purposes is not eligible.

Application to begin Service Assured may be subject to a site inspection. Pre-existing damages, defects, or faulty conditions to the underground or overhead exterior electrical service lines or meter socket shown to exist prior to the date of application render You ineligible for Coverage until the damage or condition has been repaired or cause resolved. Electric Services with atypical service installations that are disqualified (not eligible) for this Coverage include:

- Any electrical service that is shared with a third party, unless covered by a qualifying homeowners' association agreement.
- Any underground electric service lateral crossing common community property unless covered by a qualifying townhome association agreement or property management agreement.
- Unmetered service taps to Auxiliary Dwelling Units (ADU) or services to an ADU not originating at an RPU pedestal or pole are not eligible.
- RPU reserves the right to restrict eligibility for other atypical service configurations determined at a later date.

All requests for Service Assured with pre-existing damages, defects or disqualifying conditions will be denied until the damage or condition has been repaired or cause resolved.

TERM AND RENEWAL

This Repair Program is effective on the date of enrollment. Your Service Assured benefits begin after RPU has verified Your eligibility and after an initial waiting period of thirty (30)

days. This Service Agreement will automatically renew on a month-by-month basis, until either You or RPU cancels this Agreement by notifying the other party in writing. There is no cancellation charge if this Agreement is canceled. Cancellation of this Agreement shall be without prejudice to the rights or remedies of either You or RPU under this Agreement.

HOW TO CALL FOR REPAIRS

You must notify RPU of the electrical outage by calling 507-280-9191 and request service restoration. A field service lineworker or technician will assist in the diagnosis of Your service problem or damage. There is no RPU Service Call fee for this diagnosing service visit. If the problem or damage is to RPU owned wires or equipment, RPU will complete the repairs at no cost to You. If the problem or damage is to Your electric service wires or equipment covered by this program and repairs are necessary, RPU will hire a licensed electrical contractor to make the repairs. RPU and electrical contractors must have safe and clear access to, and safe working conditions at and around the work area. The electrical contractor will verify whether the repairs can be completed within the coverage limit of \$3,000. If the contractor's estimate exceeds the \$3,000 coverage limit, You will be informed of the portion of the repair costs that will be Your responsibility to pay. All repairs must comply with the requirements of the National Electrical Code and RPU Electric Service Rules. Upon completion of the repairs, RPU will verify the electrical contractor's itemized invoice and pay the contractor's invoice up to the coverage limit of this Service Agreement. Contractor's repair cost that exceeds the \$3,000 coverage limit will be invoiced to You by the electrical contractor.

CANCELLATION/REFUND

You may cancel or opt out of Service Assured-Electric at any time. A form is available to communicate cancellation. Your cancellation will be effective at the end of the then current billing month. The monthly Service Agreement charge is non-refundable. There is no opt-out charge. Cancellation of Your participation in the program shall be without prejudice to the rights or remedies of either You or RPU under this Coverage. If You choose to opt-out of program, You will not be allowed to re-enroll for 12 months from Your opt-out date. After 12 months, if You want to re-enroll, a pre-approval inspection performed by RPU is required. Pre-existing conditions found in this inspection (e.g. damages, improper installation, atypical service configurations, etc.) render You ineligible for re-enrollment until the damage or condition has been repaired or cause resolved at Your cost.

RPU'S RIGHT OF INSPECTION

RPU reserves the right to inspect Your service lines and equipment should You inform RPU that a problem or damage has occurred. Your premises shall be made available to RPU for such an inspection.

CUSTOMER RESPONSIBILITY

This is not an insurance policy; it is a Service Agreement with a Coverage limit. You must call RPU for any repairs to the electric service. RPU will call a contractor, if needed. You must cooperate with RPU and provide all information requested. If a repair request is submitted and Your account is past due, Your account balance must be paid in full before the repair request can be processed. Repair work will not be initiated for accounts that have unpaid overdue balances. No payment arrangements will be accepted. Any electrical contractor's charges in excess of the Coverage limit will be Your responsibility to pay.

DEFAULT

RPU may cancel this Coverage immediately if You violate any provision of these Terms & Conditions. RPU is entitled to recover its costs and expenses, including reasonable attorney's fees, if legal action is necessary. RPU reserves the right to refuse Coverage to any customer for any non-discriminatory reason.

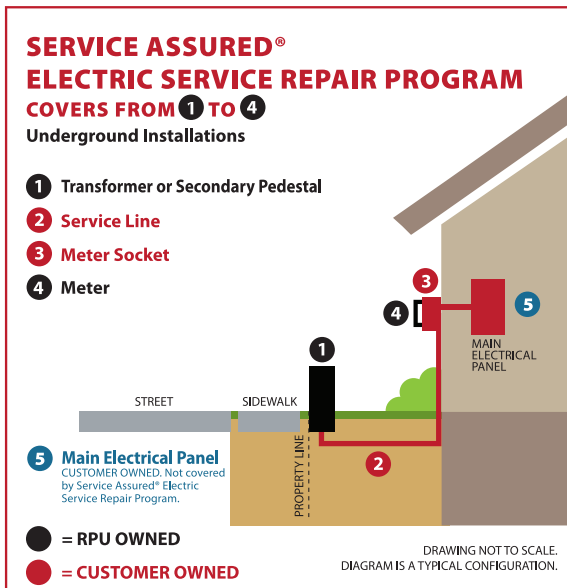
MISCELLANEOUS

The laws of the State of Minnesota shall govern this Agreement. These terms and conditions are the final expression and a complete and exclusive statement of the terms of this Agreement, superseding all prior Agreements and understandings, whether written or oral. RPU reserves the right to make changes to these terms and conditions as necessary without notice. 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 any provision of this Agreement is invalid, such provision shall be omitted, but the remaining provisions of this Agreement shall be given full force and effect.

TRANSFER

Program Coverage is not transferable by You. In the event You sell Your Residence, the buyer must apply for Service Assured® Electric. Coverage does not transfer to Your new home. You will need to apply again for Service Assured® Electric at Your new home if it is eligible for Coverage.

UNDERGROUND ELECTRIC SERVICE:



OVERHEAD ELECTRIC SERVICE:

