



I'm looking for



( ZIP CODE: 44104 )

( 1 ITEMS ) 

HOME / HOME PRODUCTS / HOME SERVICES / ELECTRICAL SERVICES

## Electrical Services | ID FEP-S0000230



Our highly trained professional contractors offer expertise in all types of electrical work—from wiring to repairing and replacing your meter box to fixing the weatherhead that connects the power lines to your home. You can also call on them for new lighting installation, renovations and home safety inspections. When it comes to keeping your home and family safe, don't leave your electrical system to chance.



**REQUEST A CONSULTATION**

### DESCRIPTION



## Count on us for professional, high-quality work at an affordable price.

Our highly trained professional contractors offer expertise in all types of electrical work—from wiring to repairing and replacing your meter box to fixing the weatherhead that connects the power lines to your home. You can also call on them for new lighting installation, renovations and home safety inspections. When it comes to keeping your home and family safe, don't leave your electrical system to chance.

Our program offers a wide range of services, including:

- Repairs and upgrades
- Home safety inspections
- Wiring work, plug and switch installation
- Interior and exterior lighting
- Circuit breakers, fuses and meters
- Whole house surge protection installation

Convenient payment plan

- No money down
- Low monthly payments on your electric bill for up to 36 months with approved credit

To schedule your free estimate anytime, simply click the button below. Or call us at 1-800-505-SAVE, Monday – Friday 8:00 a.m. to 10:00 p.m., Saturday and Sunday 9:00 a.m. to 6:00 p.m.

[Click here](#) to read this program's Terms and Conditions.

**PA Tax Notification:** *Pennsylvania sales or use tax may be due in connection with the purchase and delivery of tangible personal property to Pennsylvania individuals and businesses. Pennsylvania requires the purchaser to file a use tax return if tax is due and the tax was not collected by the seller. Please visit [this link](#) to learn more about your use tax obligations under Pennsylvania law. The seller to which you are being referred may or may not collect and remit sales tax. If the seller to whom you are being referred does not collect sales tax, the seller may be required to provide information to you and the Pennsylvania Department of Revenue about the purchase and the potential use tax liability. This notice is required pursuant to the provisions of the Tax Reform Code of 1971. 72 P.S. § 7213.2.*

#### Disclaimer

The customer is not required to purchase the good or service from FirstEnergy or the FirstEnergy operating company and the good or service may be obtained from other suppliers. A customer's decision to receive or not receive the good or service from FirstEnergy or the FirstEnergy operating company will not influence the delivery of competitive or non-competitive retail electric service to that customer by FirstEnergy or the FirstEnergy operating company. For Ohio customers, the Public Utilities Commission of Ohio does not regulate this optional service and has no authority to investigate complaints about this optional service.

### TERMS & CONDITIONS



#### Terms & Conditions

## Other Smartmart Products



**LED MUNICIPAL LIGHTING**



**ELECTRIC VEHICLE CHARGER LEASE**

**\$39.99 monthly**



**CONNECTED HOME PLAN**

**\$14.99 monthly**

[Terms of Use](#)

[Privacy Policy](#)

© 2018 FirstEnergy

All services are performed by an independent contractor. FirstEnergy Service Company, its parent, subsidiaries and related affiliates, including the FirstEnergy operating companies ("FirstEnergy") do not provide any warranty on the services performed and are not liable for damage or injuries that may arise as result of the services provided. We reserve the right to withdraw these offers at any time without prior notice. Products on this site sold by FirstEnergy utility companies are only for purchase by FirstEnergy utility company customers, where eligible.





I'm looking for



( ZIP CODE: 44104 )

( 0 ITEMS)

HOME / HOME PRODUCTS / REPAIR AND MAINTENANCE / AC AND HEAT MAINTENANCE PLANS

## Heat Maintenance Plan | ID FEP-S0000213



### \$9.95 monthly

Heating and cooling systems work hard every day to keep you comfortable and regular maintenance check-ups ensure efficient and dependable operation. By properly maintaining your equipment, it's less likely to break down and require unforeseen repair expenses. Enroll now and our quality-assured technicians will keep your heating or cooling system running at peak performance.

#### COVERAGE

HEAT MAINTENANCE PLAN - \$9.95/MONTH

-

1

+



ADD TO CART

#### DESCRIPTION

Furnace and Air Conditioning Maintenance made easy and affordable from people you trust

Heating and cooling systems work hard every day to keep you comfortable and regular maintenance check-ups ensure efficient and dependable operation. By properly maintaining your equipment, it's less likely to break down and require unforeseen repair expenses. Enroll now and our local pre-screened technicians will keep your heating or cooling system running at peak performance.

Furnace or Air Conditioning Maintenance Plans for only \$9.95 each per month

- Annual inspection of your heating or cooling system
- Comprehensive safety and performance checklist
- All work performed by pre-screened and quality-assured technicians
- One low monthly fee on your electric bill per plan

#### FAQ

Why do I need a maintenance plan?

Appliances and systems are subject to wear and tear, and require maintenance to ensure efficient and dependable operation. In fact, many manufacturers will not honor a warranty agreement if equipment is not properly maintained. And in the case of air conditioner, furnace and heat pump maintenance, energy efficiency can be improved when cleaned and properly maintained. Properly maintained equipment and appliances are less likely to break down, which can protect you from unforeseen repair expenses.

### **Why choose my FirstEnergy electric utility company for maintenance plans?**

Your FirstEnergy electric utility company has a reputation for delivering safe, reliable energy, and our commitment to high standards of performance extends into the home. You can trust us to select contractors who will do the job right the first time, and know we will be there tomorrow should you need us. We offer the added convenience of paying for your plans in low monthly amounts that are added to your electric bill.

### **Do I pay a service fee, trip fee or a deductible?**

No. Plans offered by your FirstEnergy electric utility company are designed to maintain appliances and systems with no hidden cost surprises. For work covered under the plans, you will have no additional expense at time of service – just sign the paperwork when the job is done – no need to reach for your wallet.

### **If during my maintenance plan the technician discovers the need for a repair or other services, is the cost of those other services covered?**

No. The maintenance plan covers only the specific maintenance tasks listed in your plan agreement. Any repair or work other than the listed maintenance tasks is not covered by your maintenance plan agreement. If you want to have the service technician perform other services for you, you will need to enter into a separate agreement between you and the service contractor for those services and settle the expense directly with the technician at the time of service.

### **When does coverage begin and when does it end?**

Your maintenance plan coverage begins after your enrollment is processed, however you can schedule your maintenance when you sign up, as long as your appointment is scheduled at least 10 days out.

### **What is my commitment?**

This is a 12-month agreement that will renew automatically.

### **How do I stop or cancel my maintenance plan?**

You may cancel your plan during the first 30 days with no obligation. After 30 days, you can cancel your plan at any time and you will only be responsible for payment for the months you were on the program. However, if you had maintenance done prior to cancellation, you are responsible for paying the monthly charges for the remainder of the 12-month term of the agreement.

### **I'm moving. What do I do about my maintenance plan?**

You may cancel our plans at any time, and you will only be responsible for payment for the months you were on the program. However, if you had a repair or maintenance done prior to cancelling, you will be invoiced for the monthly charges for the remainder of the twelve-month term of the agreement.

### **If I move can the new homeowner assume my agreement?**

No. Your service agreement is between you and your FirstEnergy electric utility company. You can share your plan information with the new homeowner in case they want to call and enroll in a plan in their name.

### **Can I schedule service online? Or do I have to call?**

We can schedule on the phone and will soon be offering the ability to schedule service online. To schedule please call us at (800) 505-SAVE (7283).

[TERMS & CONDITIONS](#)



[Terms & Conditions](#)

## **Other Smartmart Products**



## LED MUNICIPAL LIGHTING



## ELECTRIC VEHICLE CHARGER LEASE

**\$39.99 monthly**



## CONNECTED HOME PLAN

**\$14.99 monthly**

[Terms of Use](#)

[Privacy Policy](#)

© 2018 FirstEnergy

All services are performed by an independent contractor. FirstEnergy Service Company, its parent, subsidiaries and related affiliates, including the FirstEnergy operating companies ("FirstEnergy") do not provide any warranty on the services performed and are not liable for damage or injuries that may arise as result of the services provided. We reserve the right to withdraw these offers at any time without prior notice. Products on this site sold by FirstEnergy utility companies are only for purchase by FirstEnergy utility company customers, where eligible.



I'm looking for



( SET LOCATION )

( 0 ITEMS ) 

HOME / HOME PRODUCTS / REPAIR AND MAINTENANCE / KITCHEN APPLIANCE REPAIR PLAN

## Kitchen Appliance Repair Plan | ID FEP-S0000216



### \$19.95 monthly

You count on your home's kitchen appliances, but frequent use can lead to a break down when you least expect it. Avoid the expensive, inconvenient and stressful process that comes with appliance repair with our Kitchen Appliance Repair Plan. It provides peace of mind—you'll know that if your equipment fails, we'll send a qualified person you can trust to fix it. No deductibles, no trip charges and no surprise costs. A small monthly fee covers it all.



### DESCRIPTION



You count on your kitchen appliances every day. So when your refrigerator, dishwasher or stove isn't working, it can be inconvenient and stressful – and repairs can be expensive. Plus, it can be a challenge to find a repair technician you can trust when moments matter.

Our Kitchen Appliance Repair Plan gives you the peace of mind that when the unexpected happens, you can afford the repair – and you'll get a qualified person you can trust in your home to make it. We offer the added convenience of paying for the plan in low monthly amounts. No deductibles, no trip charges and no surprise costs.

Our plan includes:

- Coverage for your refrigerator, dishwasher and stove
- Fast, responsive service from pre-screened and quality-assured repair technicians
- One low monthly fee instead of a potential major expense for repairs
- No deductibles, no trip charges and no surprise costs, like most competitor's plans

Disclaimer

The customer is not required to purchase the good or service from FirstEnergy or the FirstEnergy operating company and the good or service may be obtained from other suppliers. A customer's decision to receive or not receive the good or service from FirstEnergy or the FirstEnergy operating company will not influence the delivery of competitive or non-competitive retail electric service to that customer by FirstEnergy or the FirstEnergy operating company. For Ohio customers, the Public Utilities Commission of Ohio does not regulate this optional service and has no authority to investigate complaints about this optional service.

**Why do I need a repair plan?**

Appliances are subject to everyday wear and tear and breakdowns will occur, often when you least expect them. Repair plans give you the peace of mind that if the unexpected should happen, you can afford the repair – and you'll get a qualified person you can trust in your home to make the repair.

**Why choose my FirstEnergy electric utility company for repair plans?**

Your FirstEnergy electric utility company has a reputation for delivering safe, reliable energy, and our commitment to high standards of performance extends into the home. You can trust us to select contractors who will do the job right the first time, and know we will be there tomorrow should you need us. We offer the added convenience of letting you pay for your plan in low monthly amounts added to your electric bill.

**Do I pay a service fee, trip fee or a deductible?**

No. Plans offered by your FirstEnergy electric utility company are designed to repair appliances with no hidden costs or surprises. For work covered under the plans, you will have no additional expense at time of service – just sign the paperwork when the job is done.

**Doesn't homeowner's insurance cover repairs in my home?**

Homeowner's insurance often covers appliances damaged by hazard events like fires, water, wind or other covered events. Our repair plans cover breakdowns related to normal wear and tear or defects in workmanship.

**How do I know what is specifically covered and what is not covered in my repair plan?**

The customer agreement and the **terms and conditions** for each plan outlines specifically what is covered under your plan, what is not covered, and other plan limitations and conditions.

**When does coverage begin and when does it end?**

Your repair plan coverage begins 30 days after your enrollment is processed, giving you 11 months of coverage during the first year.

**What is my commitment?**

This is a 12-month agreement that will renew automatically.

**How do I stop or cancel my repair plan?**

You may cancel your plan during the first 30 days with no obligation. After 30 days, you can cancel your plan at any time and you will only be responsible for payment for the months you were on the program. However, if you had a repair done prior to cancellation, you are responsible for paying the monthly charges for the remainder of the 12-month term of the agreement.

**I'm moving. What do I do about my repair plan?**

You may cancel at any time, and you will only be responsible for payment for the months you were on the plan. However, if you had a repair done prior to cancelling, you will be invoiced for the monthly charges for the remainder of the 12-month term of the agreement.

**If I move can the new homeowner assume my agreement?**

No. Your service agreement is between you and your FirstEnergy electric utility company.

**Who will perform the repair service?**

Work is performed by local service contractors who have been vetted for work quality, on-time performance and customer service standards. Service contractors are independent contractors and not employees or agents of FirstEnergy or your FirstEnergy electric utility company.

**Can I choose my own repair service provider?**

No. We are committed to providing service that meets our high standards, and our network of service contractors go through a vetting and quality assurance process to make sure those standards are met. You will not be reimbursed for work performed by a service provider who is not specifically assigned by us.

**How do I schedule service?**

Call us at (800) 505-SAVE (7283).



## Other Smartmart Products



**LED MUNICIPAL LIGHTING**



**ELECTRIC VEHICLE CHARGER LEASE**

**\$39.99 monthly**



**CONNECTED HOME PLAN**

**\$14.99 monthly**

[Terms of Use](#)

[Privacy Policy](#)

© 2018 FirstEnergy

All services are performed by an independent contractor. FirstEnergy Service Company, its parent, subsidiaries and related affiliates, including the FirstEnergy operating companies ("FirstEnergy") do not provide any warranty on the services performed and are not liable for damage or injuries that may arise as result of the services provided. We reserve the right to withdraw these offers at any time without prior notice. Products on this site sold by FirstEnergy utility companies are only for purchase by FirstEnergy utility company customers, where eligible.



I'm looking for



( ZIP CODE: 44104 )

( 0 ITEMS)



HOME / HOME PRODUCTS / HOME PROTECTION / SURGE ASSIST PROGRAM

## Surge Assist Program | ID FEP-S0000241



### \$5.49 monthly

Chances are, your home is filled with high-tech computers and devices, televisions and appliances. Damage to any of these from an electrical surge can be expensive. Help protect your investments with this program.

#### COVERAGE

\$5.49 PER MONTH-UP TO \$2,000/YEAR IN PROTECTI ▼

-

1

+



ADD TO CART

#### DESCRIPTION



## Surges can happen. Make sure you're covered.

Computers and other electronic devices in our homes do more for us every day, but they are vulnerable to electrical surges that can easily damage their sensitive circuitry, processors and microchips. And as our traditional household appliances incorporate increasingly advanced technology, the potential costs of an unexpected surge climb even higher.

While plug-in surge protectors offer some protection, they can lose effectiveness over time, and outfitting every electronic device in your home with a high-quality, up-to-date protector can be costly. And many insurance policies require deductibles that are higher than the replacement cost.

For many homeowners, a comprehensive protection plan you can trust that covers the repair and replacement of surge-damaged electronics offers the greatest peace of mind.

Surge Assist offers:

- Plans starting at \$5.49 per month, see drop down menu for a list of plans and prices
- No hidden fees
- Personalized claims service
- 30-day, no-hassle, money-back guarantee

This affordable solution saves you the expense of repairing or replacing your home's expensive electronics and electric appliances valued at \$100 or more including:

- Home entertainment equipment, such as televisions, DVD/Blu-ray players and game consoles
- Appliances, such as stoves, ovens, refrigerators, clothes washers, clothes dryers, dishwashers and microwaves
- Computers, printers and scanners
- Window air conditioning units

Some exclusions apply. See terms and conditions for details.

#### Disclaimer

The customer is not required to purchase the good or service from FirstEnergy or the FirstEnergy operating company and the good or service may be obtained from other suppliers. A customer's decision to receive or not receive the good or service from FirstEnergy or the FirstEnergy operating company will not influence the delivery of competitive or non-competitive retail electric service to that customer by FirstEnergy or the FirstEnergy operating company. For Ohio customers, the Public Utilities Commission of Ohio does not regulate this optional service and has no authority to investigate complaints about this optional service.

## FAQ



### **What is an electrical surge?**

A surge is a burst of electricity or electrical current which can be caused by natural or man-made events including lightning strikes and power coming back on after an outage. This can accelerate wear and tear and result in failure of electrical products.

### **What types of items are most commonly damaged by a surge?**

An electrical surge can damage the sophisticated computers, devices, televisions and appliances that are common in today's homes.

### **What are the sources of electrical surges?**

An electrical surge may be caused by natural or man-made events. Common natural events include lightning hitting power, phone, or cable lines, and trees, birds or animals coming into contact with power lines. Man-made events include vehicle accidents involving utility equipment. Other sources include the cycling on and off of large motors or compressors in refrigerators, air conditioners and other equipment, poor grounding and improper or faulty wiring.

### **How do electrical surges enter my home?**

Surges typically enter your home through electric, cable and telephone utility lines. However other lines – such as electronic dog fences, irrigation systems, yard light circuits, well pump feeds or low voltage lighting systems – can also be an entry point.

### **Why should I be concerned about surges?**

Every day, homes are using electronics, systems, and appliances that contain extremely sensitive microchips, microprocessors and circuitry. Electrical surges accelerate wear and tear, increasing repair frequency, repair costs and product failure.

### **What can I do to protect myself?**

High quality plug-in surge protectors are always a good choice. They offer physical and sometimes financial protection. However, protecting every electronic device in your home can be expensive. Our Surge Assist Program is a low-cost plan that offers protection from the cost of damage to the electronics in your home.

### **Does this plan require me to install anything?**

No. There is no equipment to install or purchase.

### **Does my insurance protect against electrical surge damage?**

Insurance coverage for losses resulting from power surges may depend on your policy, as well as how the power surge happened. If covered, your deductible can often be as much as the repair or replacement cost.

### **How do I file a claim?**

Call us at 1-800-505-7283 or email us within 20 days of the surge, and we will start the claim process. We will investigate the claim, evaluate the damage, review estimates and finalize your claim.

### **How do I know what is covered?**

See the Surge Assist Program [Terms and Conditions](#).

### How do I know what is not covered?

See the Surge Assist Program [Terms and Conditions](#).

### If I have a few more questions, who can I call?

For more information, call 1-800-505-7283.

[TERMS & CONDITIONS](#)



[Terms & Conditions](#)

## Other Smartmart Products



**LED MUNICIPAL LIGHTING**



**ELECTRIC VEHICLE CHARGER LEASE**

**\$39.99 monthly**



**CONNECTED HOME PLAN**

**\$14.99 monthly**

[Terms of Use](#)

[Privacy Policy](#)

© 2018 FirstEnergy

All services are performed by an independent contractor. FirstEnergy Service Company, its parent, subsidiaries and related affiliates, including the FirstEnergy operating companies ("FirstEnergy") do not provide any warranty on the services performed and are not liable for damage or injuries that may arise as result of the services provided. We reserve the right to withdraw these offers at any time without prior notice. Products on this site sold by FirstEnergy utility companies are only for purchase by FirstEnergy utility company customers, where eligible.

## **FirstEnergy Services Terms and Conditions**

These Terms and Conditions apply to the following services offered by FirstEnergy Service Company (“FirstEnergy”): Landscape Lighting, Post Lamps, Security Lighting, Electrical Services, Home Insulation Services, and Professional Tree Services (hereinafter the “Services”). Please read these Terms and Conditions before submitting a request for a free estimate for any of the Services. By submitting a request for a free estimate, you are indicating that you have read, understood and agreed to these Terms and Conditions and confirm that you are a FirstEnergy utility company customer.

### **1. Services**

All Services are performed by an independent contractor. By submitting a request for a free estimate for the Services, you represent that you are at least 18 years of age and that you wish to be contacted by one of FirstEnergy’s Contractors (hereinafter “Contractor”) for the purpose of receiving a free estimate for the Services. FirstEnergy, its parent, subsidiaries and related affiliates, including the FirstEnergy operating companies, do not provide any warranty on the Services performed by Contractor and are not liable for damage or injuries that may arise as a result of the Services provided. The Services may be subject to additional terms and conditions between you and the Contractor.

### **2. Contractor’s Performance of the Services**

In performing the Services for you, Contractor is responsible for:

- furnishing all necessary labor, tools, equipment, materials, transportation, supervision, services and other items required to satisfactorily complete the work in a timely fashion;
- performing the work in accordance with generally accepted procedures, practices and standards within the industry and exercise that degree of skill and judgment commensurate with that which is normally exercised with respect to services of a similar nature;
- complying with all applicable laws, ordinances, codes, rules, licenses, permits, orders, and other requirements, now or hereinafter in effect of any governmental authority including, without limitation, (a) installation or materials standards; (b) requirements relating to contractor licensing, building permits, zoning and consumer protection; and (c) workers’ compensation and employer’s liability insurance;
- providing you with a written warranty and guarantee and copies of all applicable manufacturer’s warranties relating to the work;
- taking all precautions necessary to prevent bodily harm or property damage in connection with the work;

- ensuring that only experienced and properly qualified persons perform the work;
- promptly and satisfactorily correcting all defects or deficiencies in the work as identified by you or FirstEnergy within five (5) working days of being notified of the defect. If Contractor fails or refuses to make such correction, FirstEnergy may, at its option, make such correction at Contractor's expense, which shall be promptly paid by Contractor, or offset against any payments owed to Contractor; and
- satisfactorily repairing all damages caused by Contractor to your property, at Contractor's expense, within thirty (30) days of the date upon which the damage occurred. If Contractor fails or refuses to make such correction, FirstEnergy may, at its option, make such correction at Contractor's expense, which shall be promptly paid by Contractor, or offset against any payments owed to Contractor.

### **3. Inspection and Testing**

Contractor's work shall at all times be subject to inspection and testing by you and FirstEnergy. It is hereby agreed and understood that FirstEnergy does not assume any obligation or responsibility to perform or review any inspection or testing.

### **4. Payment for Services**

If eligible, you may elect to pay for the Services in installments with FirstEnergy (see Section 5) or by paying the Contractor directly.

If you are eligible and elect to pay in installments, you may select one of the following ways to be billed: (1) as an additional charge to your monthly electric service billing statement; (2) by separate monthly statement if you do not currently receive an electric service billing statement from a FirstEnergy Company (the "Company"); or (3) by credit card. In addition to your monthly charge, you may be billed for applicable taxes or surcharges associated with your state of residence.

The billing for the payments will generally commence with the electric service billing statement following installation of the equipment or provision of Services and will continue for the number of billing periods set forth in your Payment Agreement provided by the Company. Payments will be due on the same date as payment for your electric service, or if you do not receive an electric service billing statement from the Company, then your payment is due within fifteen (15) days of the billing date of the separate monthly statement. The charge on your bill or credit card shall serve as the invoice for the Services or equipment purchase and installation. On notice to you, Company may change the means by which you are invoiced and billed for the Services or equipment purchase and installation. If your billing method is a utility bill, your payments will be applied in accordance with the utility's prioritization of payments schedule. If you enroll in a payment assistance program for payment of your utility bill, Company reserves the right, in its sole discretion, to remove your monthly charge from your utility bill onto a separate monthly invoice. By submitting a request for a free estimate, you consent to Company inquiring about your credit or payment history at any time as it relates to your ability to pay for the Services or

equipment purchase and installation and you consent to disclosure of your customer information by your electric utility to third parties to the extent necessary.

In the event that your electric service is discontinued for any reason, or if you fail to make said payments for two (2) consecutive billing periods, you understand and agree that any outstanding balance for the Services or equipment and installation will become due and payable immediately upon demand by the Company, without presentment, demand, protest, notice of protest or other notice of any kind, all of which are hereby expressly waived by you. Failure to timely comply with your payment obligations for the Services or equipment and installation may result in Company initiating a collection action and, in the event of such collection action, you agree to pay all fees of collection incurred by FirstEnergy, including but not limited to collection agency fees, credit bureau fees, legal filing fees, service of process fees, publication fees, witness fees, reasonable attorneys' fees and recording fees.

Customer hereby acknowledges that the Company, by advancing such funds for the Services or purchase of the said equipment described above, assumes no liability for any damages, however incurred, arising from the manufacture, installation, operation or performance of said equipment.

#### **5. FirstEnergy's Financial Assistance to Customer**

You may be eligible to receive financial assistance from FirstEnergy for the Services. In order to qualify for financial assistance from FirstEnergy, you must: (i) be a customer of FirstEnergy who is the account holder of record on which the charges will be billed, or be credit approved to be invoiced by FirstEnergy; (ii) be the owner or authorized agent of the single-family dwelling where the Services will be performed; (iii) be the owner or authorized agent of eligible commercial property where the Services will be performed; (iv) have acceptable credit with FirstEnergy. Any customer meeting these criteria may finance the Services without interest upon the execution of a Payment Agreement.

If you receive financial assistance from FirstEnergy for the Services, the Contractor will not perform the Services until: (a) the Contractor has completed the Payment Agreement provided by FirstEnergy; (b) the Payment Agreement has been signed by the account holder of record on which the charges for the Services will be billed; (c) approval has been received from the owner (or authorized representative of the owner) of the premises where the Services are to be performed; (d) a copy of the completed and signed Payment Agreement has been left with the account holder of record (or authorized representative); and (e) the financial assistance has been approved by FirstEnergy. The Payment Agreement will indicate the amount of financial assistance available from FirstEnergy under the program.

#### **6. Disclaimers**

You understand and agree that the Services are being purchased directly from Contractor and that FirstEnergy or the Company **MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** You further understand and agree that the **ONLY WARRANTIES ARISING FROM THIS TRANSACTION**

are those that may be provided by the Contractor and/or the manufacturer of the equipment and that FirstEnergy or the Company has neither assumed nor authorized any person to assume for it any other liability in connection with the Services or sale, installation or operation, or performance of the above described equipment.

## **7. Law and Jurisdiction**

These Terms and Conditions are governed by the laws of the State of Ohio, without regard to its choice of law provisions. The courts of general jurisdiction located within the State of Ohio, will have exclusive jurisdiction over any and all disputes arising out of, relating to or concerning these Terms and Conditions.

## **8. Miscellaneous**

No agency, partnership, joint venture, or employment relationship is created as a result of these Terms and Conditions, and you do not have any authority of any kind to bind FirstEnergy in any respect whatsoever. FirstEnergy's failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of the enforcement of such right or provision. If any provision of these Terms and Conditions is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect and enforceable. These Terms and Conditions are not assignable, transferable or sublicensable by you, except with our prior written consent. The headings in these Terms of Service are for convenience only and have no legal or contractual effect. These Terms and Conditions include and incorporate the Privacy Policy for the Smartmart website.

09132018v4



## Surge Assist Program Terms and Conditions

Please read this document carefully and keep it for reference. These terms and conditions, together with the Declarations Page, constitute the entire agreement (“Agreement”) between you and the “Provider” identified on the Declarations Page pertaining to the Surge Assist Program (the “Plan”). By entering into this Agreement, you confirm that you are a FirstEnergy utility company customer. The laws of the state in which your service address is located govern interpretation of this Agreement. The Provider may change the terms of, or add new terms to, the Plan and this Agreement at any time in accordance with applicable law. Plan prices are subject to change. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION (INCLUDING A CLASS ACTION ARBITRATION WAIVER). It is important that you read the Arbitration section carefully.

**What Is Covered:** The Provider will reimburse you for the repair or, if repair is not feasible, then for the replacement of residential Electrical Products that fail due to an Electrical Surge during the term of this Agreement. “Electrical Products” means consumer appliances, electronics, and electrical devices valued at \$100 or greater, including window air conditioning units, stoves, ovens, refrigerators, clothes washers, clothes dryers, dishwashers, microwaves, televisions, DVD/Blu-ray players, game consoles, computers, printers, and scanners. “Electrical Surge” means an occurrence of a sudden and non-continuous increase or burst of electricity or electrical current, caused by natural or man-made events including lightning strikes and power returning after an outage, which can accelerate wear and tear and result in the failure of Electrical Products.

This Agreement provides coverage only for Electrical Products which are owned by you or a member of your household and which are located within the perimeter of the main foundation or attached garage at the service address or account identified on the Declarations Page that fail due to the accelerated wear and tear of Electrical Surges. If the identified service address has multiple units or multiple accounts, a separate Agreement must be purchased for each individual unit or account.

Repair or replacement costs, and diagnostic fees, are covered only up to the Per-Incident and Annual Limits specified on the Declarations Page, and subject to the exclusions described below. Any repair or replacement charges beyond the Per-Incident or Annual Limits are your responsibility. An “incident” means the particular Electrical Surge causing accelerated wear and tear that leads to a need for repair or replacement of Electrical Product(s). The “Annual Limit” specified on the Declarations Page is the aggregate limit on the amount that the Provider will pay for any one or more incidents that occur within an Annual Term of this Agreement. An “Annual Term” of this Agreement means the initial twelve month term of this Agreement commencing on the Effective Date of this Agreement and any successive twelve-month renewal term under this Agreement. The “Effective Date” of this Agreement is listed on the Declarations Page.

**What Is Not Covered:** The Provider will not be responsible for providing any products and services not specifically listed above in “What is Covered,” including without limitation any of the following: (1) Damage to your home’s electrical system, including the service panel or fuse box and circuit breaker(s); (2) Damage to heating, ventilation, and air conditioning system(s), water heaters, thermostats, and security systems; (3) electrical plumbing equipment including well pumps and sump pumps; (4) medical or life support equipment; (5) plug-in or electric vehicles of any kind; (6) battery operated items and devices that are not plugged in to your electric system; (7) Electrical Products that are damaged by any reason other than an Electrical Surge; (8) Products or items that cannot be replaced with like kind and quality on the current retail market (e.g. antiques); (9) Damage from accident, abuse, and misuse, improper or incomplete installation, or third-party actions; (10) Indirect costs incurred as a result of an Electric Surge, such as loss or corruption of data, programming, or program installation or reconfiguration; (11) Damage to real property, duct work, exhaust systems, pipes or plumbing; (12) Any defect in or problem with an Electrical Product which existed when coverage under this Agreement began; (13) Costs recoverable under any insurance policy, product warranty, home warranty program, or from your utility company; (14) Electrical Products with total replacement value less than \$100.

**How to Make a Claim:** Please follow the process described below to seek reimbursement for repair or replacement costs under the Plan. Provider will not reimburse you for any fees or costs of repairs or replacements without completion of this claim process.

(a) You must call Provider at the telephone number listed on the Declarations Page within twenty (20) days of an Electrical Surge event to provide notice of the event and to request a claim form. The claim form must be completed in full and returned with a copy of a qualified service technician’s invoice within thirty (30) days after the date of the claim form cover letter. A “qualified service technician” is defined as a licensed specialist involved in servicing and repairing residential electronics, electrical equipment, and appliances on a regular and ongoing basis. Provider reserves the right in all cases to decide if a particular service technician is qualified. The qualified service technician’s invoice must be on business letterhead showing the name, address and telephone number of the qualified service technician, and must include: (a) a description of the Electrical Products and damage; (b) itemized statement of diagnostic fees and repair costs, or a statement that the Electrical Product is not repairable; and (c) a statement that the damage was caused by an Electrical Surge.

(b) If the Electrical Product cannot be repaired, Provider will reimburse for the replacement value of the Electrical Product. You must provide a receipt for the purchase of the replacement item with your claim form. Replacement value shall be the typical purchase price of the most similar and like quality product available on the market at the time of the Electrical Surge incident.

(c) Diagnostic fees charged by the qualified service technician not exceeding \$125 will be reimbursed by Provider if your Claim is substantiated to eligible under this Agreement and provided that such diagnostic fees do not exceed the usual, customary and reasonable charge for such services in the local area in which the services are provided.

You must be current on all payments in order to be covered under this Agreement.

**Term of Coverage and Cancellation:** This Agreement is for a term of twelve (12) months starting on the Effective Date and will renew automatically for additional 12-month annual terms thereafter unless cancelled as provided below. You may cancel this Agreement at any time as described below by notifying Provider at the phone number indicated on the Declarations Page. Provider may cancel this Agreement at any time for misrepresentation or non-payment by you; for violation of any of the terms and conditions of this Agreement; if required to do so by any regulatory authority; or if the Provider, for its convenience and in its sole discretion, makes a commercial decision to generally discontinue the Plan or to discontinue your specific participation in the Plan.

If either of you or Provider cancels this Agreement within 30 days from the Agreement's Effective Date and you have not made any request for reimbursement hereunder, you will receive a full refund of the Plan payments made by you. If either of you or Provider cancels this Agreement more than 30 days from the Agreement's Effective Date, you will receive a refund of any advance payments for coverage that you have made for the period of time beyond the date of cancellation, less the amount of any reimbursement or claim for reimbursement you have received prior to termination. If you move to a new service address, this Agreement will be deemed cancelled by you.

During the first year of this Agreement, you are subject to an initial waiting period of thirty (30) days, during which time you will not be eligible for coverage of Claims, thus giving you eleven (11) months of coverage during the first year. Upon renewal (if applicable), you will not be subject to another waiting period.

**Price/Billing:** The amount of your monthly charge is provided in the Declarations Page. In addition to your monthly charge, you may be billed for applicable taxes or surcharges associated with your state of residence. Payment may be made in monthly installments or in full at the commencement of the Agreement or any renewal term(s). The initial charges will be submitted for billing five (5) business days after the Agreement's Effective Date. Each subsequent monthly charge will be submitted for billing on or about the same day of the month as your initial charge was submitted. The charge for this Agreement on your bill or credit card shall serve as the invoice for the service. On notice to you, Provider may change the means by which you are invoiced and billed for your services. If your billing method is a utility bill, your payments will be applied in accordance with the utility's prioritization of payments schedule. If you enroll in a payment assistance program for payment of your utility bill, Provider reserves the right, in its sole discretion, to either (a) terminate your participation in the Plan and send you an invoice for the remaining balance you owe under the Plan or (b) remove your Plan monthly charge from your utility bill onto a separate monthly invoice. By applying for the services, you consent to Provider inquiring about your credit or payment history at any time as it relates to your ability to pay for the services and you consent to disclosure of your customer information by your electric utility to third parties to the extent necessary to administer the Plan. Failure to timely comply with your payment obligations may result in Provider initiating a collection action and, in the event of such collection action, you agree to pay all fees of collection incurred by Provider, including but not limited to collection agency fees, credit bureau fees, legal filing fees, service of process fees, publication fees, witness fees, reasonable attorneys' fees and recording fees.

**Provider's Limitation of Liability:** TO THE FULLEST EXTENT ALLOWED BY LAW, PROVIDER, ITS PARENT AND AFFILIATES SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. TO THE FULLEST EXTENT ALLOWED BY LAW, THE LIABILITY OF PROVIDER, ITS PARENT AND AFFILIATES SHALL BE LIMITED TO THREE (3) TIMES THE AMOUNT PAID UNDER THE PLAN BY YOU DURING THE PREVIOUS TWELVE (12) MONTHS.

**Reimbursement Insurance Policy (Ohio Only):** If your service address is located in the State of Ohio, then the obligations of Provider under this Agreement are guaranteed under a reimbursement insurance policy. If the Provider fails to perform or make any payment due under the terms of this Agreement within sixty (60) days after you have made a request for performance or payment pursuant to the terms of this Agreement, you may request performance or payment directly from the provider's reimbursement insurance policy insurer, including, but not limited to, Provider's obligation under the "Term of Coverage and Cancellation" section of this Agreement to refund you money upon cancellation of this Agreement. The Provider's reimbursement insurance policy insurer, and contact information for the reimbursement insurance policy insurer, is set forth on the Declarations Page.

**Communications:** Provider may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your account, mobile notifications, hard copy, or posting of such notice on [www.firstenergy.com](http://www.firstenergy.com).

**Assignment; Miscellaneous Terms:** This Agreement may be assigned by Provider without notice to you. The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference, and shall be given no effect in the construction or interpretation of this Agreement. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction and the provision that is prohibited or unenforceable shall be reformed or modified to reflect the contractual intent to the maximum extent permitted by applicable legal requirements. Unless the context of this Agreement otherwise clearly requires, references in the plural form include the singular and vice versa.

#### **THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION:**

Except as otherwise required by law or as otherwise expressly permitted under this Agreement, any claim, dispute, or controversy between you and Provider that arises from or relates to this Agreement or the Plan (individually and collectively, a "Claim") shall be resolved by binding individual arbitration. This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and is filed in, a small claims court. All issues relating to the Claim are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of Paragraph (3) below, shall be determined by a court and not the arbitrator. If arbitration is chosen by any party, the following shall apply:

(1) NEITHER YOU NOR PROVIDER WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES OR AS OTHERWISE EXPRESSLY PERMITTED UNDER THIS AGREEMENT.

(2) The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory damages, but excluding any categories or types of damages that are not recoverable under the "Limitation of Liability" section of this Agreement; attorneys' fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to you and shall not affect or include a recovery for or on behalf of any other person or claimant. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation.

(3) WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS. All arbitrations shall proceed on an individual basis. You and Provider agree that each may bring claims against the other in arbitration only in your respective individual capacities and in so doing you and Provider hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and/or to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) shall remain in court and be severed from any arbitration. Provider does not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance.

(4) The arbitration shall be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules ("AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA's website [www.adr.org](http://www.adr.org), or by calling the AAA at (800) 778-7879. If AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless you and Provider agree otherwise, any arbitration hearing shall take place in the federal judicial district where you reside. We encourage you to call Provider before filing a claim for arbitration to see if the dispute may be resolved be settled prior to arbitration. Provider will pay all filing, administrative, arbitrator, and hearing costs. Provider waives any rights they may have to recover an award of attorneys' fees and expenses against you. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, including but not limited to applicable statutes of limitation, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

(5) The arbitrator's decision will generally be final and binding, except for limited rights of appeal provided by the Federal Arbitration Act.

(6) Other rights that you would have if you went to court may not be available in arbitration.

This Arbitration Provision shall survive termination of this Agreement and your enrollment in the Plan. Notwithstanding any language in this Agreement to the contrary, this Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated and all other provisions of this Agreement shall remain in full force and effect.

## Laundry Appliance Repair Plan Terms and Conditions

Please read this document carefully and keep it for reference. These Terms and Conditions, together with the Declarations Page, constitute the entire agreement (“Agreement”) between you and the “Provider” identified on the Declarations Page pertaining to the Laundry Appliance Repair Plan (the “Plan”). By entering into this Agreement, you confirm that you are a FirstEnergy utility company customer. The laws of the state in which your service address is located govern interpretation of this Agreement. The Provider may change the terms of, or add new terms to, the Plan and this Agreement at any time in accordance with applicable law. Plan prices are subject to change. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION (INCLUDING A CLASS ACTION ARBITRATION WAIVER). It is important that you read the Arbitration section carefully.

**What Is Covered:** The Plan covers parts and labor costs to repair a Covered Product (described below) for a breakdown resulting from defects in workmanship, damage due to normal wear and tear, or a mechanical failure of any Covered Product during the Term of this Agreement. The Plan covers one (1) appliance of each type located at the service address identified on the Declarations Page (i.e., one clothes washer and one clothes dryer). If the identified service address has more than one appliance of any such type, a separate Plan must be purchased for each such additional unit.

This Agreement provides coverage only for Covered Products which are owned by you or a member of your household and which are located within the perimeter of the main foundation at the service address or account identified on the Declarations Page. If the identified service address has multiple units or multiple accounts, a separate Agreement must be purchased for each individual unit or account. Repair costs are covered only up to the Per-Incident and Annual Limits specified on the Declarations Page, and subject to the exclusions described below. Any repair or replacement charges beyond the Per-Incident or Annual Limits are your responsibility. An “Incident” means a single service call. The “Annual Limit” specified on the Declarations Page is the aggregate limit on the amount that the Provider will pay for any one or more incidents that occur within an Annual Term of this Agreement. An “Annual Term” of this Agreement means the initial twelve (12) month term of this Agreement commencing on the Effective Date of this Agreement and any successive twelve (12) month renewal term under this Agreement. The “Effective Date” of this Agreement is listed on the Declarations Page.

In order to be covered by the Plan, all Covered Products must: (a) be installed to meet local, state and federal codes; (b) satisfy manufacturer requirements for safe and proper operation; and (c) be in good working condition at the time of enrollment. Coverage is for owned or rented residential-use property. If this is a rental property, you represent that you are authorized to make repairs to the rented property. Provider may refuse to provide service or deny enrollment under the Plan if eligibility requirements are not met.

### **Covered Products:**

CLOTHES DRYER – gas valve, main burner, pilot burner, thermocouple, manifold, transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, seals, drive belt, surface limit control, motor, bearings, pulleys, controls (will be replaced with manufacturer’s standard only), timer and electrical heating element.

CLOTHES WASHER – water level switch, water inlet valve, water temperature switch, drive basket, brakes, clutch assembly, timer, sequencer, lid switch actuator, touch pad, control board, power supply, motor agitator, pump coupling, wigwag, drive belt, boot seal and related electrical parts.

**What is Not Covered:** The Provider will not be responsible for providing any products and services not specifically listed above in “What is Covered,” including without limitation any of the following: Defects, damage, or failure caused by freezing water lines or drains; Nonstandard materials; Defects, damage, or failure caused by accident, abuse, and misuse, improper or incomplete installation, or third-party actions; Defects, damage, or failure caused by a condition of mineral or chemical deposit; Any defect, damage, or failure of a Covered Product which existed when coverage under this

Agreement began; Costs recoverable under any insurance policy, product warranty, or other home warranty program; Bringing non-complying equipment into compliance with local, state, or federal codes; Cosmetic issues such as scratches, dents, or chipping; CLOTHES DRYER – light bulbs, venting, knobs and dials, damage to clothing, lint screens, and dryer cabinet fragrance/humidity center; and CLOTHES WASHER – removable mini-tubs or buckets, filter screens, damage to clothing, water flow restrictions due to mineral deposits, and drawers.

**How to Make a Service Call:** Please follow the process described below to obtain coverage under the Plan. Provider will not reimburse you for any fees or costs of repairs or replacements except under this process. Provider will not reimburse you for work performed by a person not specifically assigned by Provider, or for services performed without Provider’s authorization. Provider’s Service Contractor will submit its fees for authorized Plan services directly to Provider and you will not be required to pay the Service Contractor for authorized Plan services.

You must call **(800) 505-SAVE (7283)** to schedule a service appointment. All service calls will occur during regular working hours (8:00am-5:00pm, Monday through Friday). If the event is life threatening, call 911 immediately, and follow any instructions you are given.

All services will be performed by an authorized technician selected by Provider from its network of approved third-party service contractors (the “Service Contractor”). Provider has the sole and absolute right to (i) select the Service Contractor to perform the service and (ii) determine the rates and other pricing terms under which the Service Contractor will be compensated. Service Contractors are independent contractors and not employees or agents of Provider or its affiliates, and are not authorized by Provider to perform services outside of the scope of the Plan. If you elect to retain the Service Contractor to perform other services on your behalf, you must enter into a separate agreement between you and the Service Contractor for those services with payment to be made by you directly to the Service Contractor. Provider is not responsible or liable for any services performed by the Service Contractor outside of the scope of the Plan.

You must provide the Service Contractor with safe and reasonable access to all Covered Products, and related systems and lines. Unauthorized repairs may void this Agreement. COMPATIBLE OR SUBSTITUTE PARTS MAY BE USED FOR REPAIR OF THE COVERED PRODUCT.

You must be current on all payments in order to be covered under this Agreement.

**Term of Coverage and Cancellation:** This Agreement is for a term of twelve (12) months starting on the Effective Date and will automatically renew from month to month thereafter unless cancelled as provided below. You may cancel this Agreement at any time as described below by notifying Provider at the phone number indicated on the Declarations Page. Provider may cancel this Agreement at any time for misrepresentation or non-payment by you; for violation of any of the Terms and Conditions of this Agreement; if required to do so by any regulatory authority; or if the Provider, for its convenience and in its sole discretion, makes a commercial decision to generally discontinue the Plan or to discontinue your specific participation in the Plan.

If either of you or Provider cancels this Agreement within thirty (30) days from the Agreement’s Effective Date and you have not had service performed, you will receive a full refund of Plan payments made by you. If either of you or Provider cancels this Agreement more than thirty (30) days from the Agreement’s Effective Date and you have not had service performed, the Plan will terminate immediately without requirement for any further additional payment by you. If either of you or Provider cancels this Agreement and you have had service performed, then you will be invoiced for the amount of the monthly fees for all unpaid months through the remainder of the initial twelve (12) month term. If you move to a new service address, this Agreement will be deemed cancelled by you.

During the first year of this Agreement, you are subject to an initial waiting period of thirty (30) days, during which time you will not be eligible for

coverage of service calls, thus giving you eleven (11) months of coverage during the first year. Upon renewal (if applicable), you will not be subject to another waiting period.

**Price/Billing:** The amount of your monthly charge is provided in the Declarations Page. In addition to your monthly charge, you may be billed for applicable taxes or surcharges associated with your state of residence. Payment may be made in monthly installments or in full at the commencement of the Agreement or any renewal term(s). The initial charges will be submitted for billing five (5) business days after the Agreement's Effective Date. Each subsequent monthly charge will be submitted for billing on or about the same day of the month as your initial charge was submitted. The charge for this Agreement on your bill or credit card shall serve as the invoice for the service. On notice to you, Provider may change the means by which you are invoiced and billed for your services. If your billing method is a utility bill, your payments will be applied in accordance with the utility's prioritization of payments schedule. If you enroll in a payment assistance program for payment of your utility bill, Provider reserves the right, in its sole discretion, to either (a) terminate your participation in the Plan and send you an invoice for the remaining balance you owe under the Plan or (b) remove your Plan monthly charge from your utility bill onto a separate monthly invoice. By applying for the services, you consent to Provider inquiring about your credit or payment history at any time as it relates to your ability to pay for the services and you consent to disclosure of your customer information by your electric utility to third parties to the extent necessary to administer the Plan. Failure to timely comply with your payment obligations may result in Provider initiating a collection action and, in the event of such collection action, you agree to pay all fees of collection incurred by Provider, including but not limited to collection agency fees, credit bureau fees, legal filing fees, service of process fees, publication fees, witness fees, reasonable attorneys' fees and recording fees.

**Disclaimer of Warranties:** PROVIDER AND ITS AFFILIATES ARE NOT THE MANUFACTURER OF THE PRODUCTS OR SYSTEMS COVERED UNDER THIS AGREEMENT AND THEREFORE THIS AGREEMENT IS NOT AN EXPRESS OR IMPLIED WARRANTY, GUARANTEE, OR PROMISE RELATING TO THE MATERIALS, WORKMANSHIP OR PERFORMANCE OF THE PRODUCTS OR SYSTEMS COVERED BY THE PLAN.

**Provider's Limitation of Liability:** TO THE FULLEST EXTENT ALLOWED BY LAW, PROVIDER, ITS PARENT AND AFFILIATES, AND THE SERVICE CONTRACTOR SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. TO THE FULLEST EXTENT ALLOWED BY LAW, THE LIABILITY OF PROVIDER, ITS PARENT AND AFFILIATES, AND THE SERVICE CONTRACTOR SHALL BE LIMITED TO THREE (3) TIMES THE AMOUNT PAID UNDER THE PLAN BY YOU DURING THE PREVIOUS TWELVE (12) MONTHS. PROVIDER IS NOT RESPONSIBLE FOR ANY SERVICES PERFORMED BY THE SERVICE CONTRACTOR OUTSIDE OF THE SCOPE OF THE PLAN.

**Communications:** Provider may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your account, mobile notifications, hard copy, or posting of such notice on [www.firstenergycorp.com](http://www.firstenergycorp.com).

**Assignment; Miscellaneous Terms:** This Agreement may be assigned by Provider without notice to you. The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference, and shall be given no effect in the construction or interpretation of this Agreement. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction and the provision that is prohibited or unenforceable shall be reformed or modified to reflect the contractual intent to the maximum extent permitted by applicable legal requirements. Unless the context of this Agreement otherwise clearly requires, references in the plural form include the singular and vice versa.

#### **THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION:**

Except as otherwise required by law or as otherwise expressly permitted under this Agreement, any claim, dispute, or controversy between you and Provider that arises from or relates to this Agreement or the Plan (individually and collectively, a "Claim") shall be resolved by binding individual arbitration. This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and is filed in, a small claims court. All issues relating to the Claim are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of Paragraph (3) below, shall be determined by a court and not the arbitrator. If arbitration is chosen by any party, the following shall apply:

(1) NEITHER YOU NOR PROVIDER WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES OR AS OTHERWISE EXPRESSLY PERMITTED UNDER THIS AGREEMENT.

(2) The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory damages, but excluding any categories or types of damages that are not recoverable under the "Limitation of Liability" section of this Agreement; attorneys' fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to you and shall not affect or include a recovery for or on behalf of any other person or claimant. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation.

(3) WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS. All arbitrations shall proceed on an individual basis. You and Provider agree that each may bring claims against the other in arbitration only in your respective individual capacities and in so doing you and Provider hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and/or to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) shall remain in court and be severed from any arbitration. Provider does not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance.

(4) The arbitration shall be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules ("AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA's website [www.adr.org](http://www.adr.org), or by calling the AAA at (800) 778-7879. If AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless you and Provider agree otherwise, any arbitration hearing shall take place in the federal judicial district where you reside. We encourage you to call Provider before filing a claim for arbitration to see if the dispute may be resolved or be settled prior to arbitration. Provider will pay all filing, administrative, arbitrator, and hearing costs. Provider waives any rights they may have to recover an award of attorneys' fees and expenses against you. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, including but not limited to applicable statutes of limitation, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

(5) The arbitrator's decision will generally be final and binding, except for limited rights of appeal provided by the Federal Arbitration Act.

(6) Other rights that you would have if you went to court may not be available in arbitration.

This Arbitration Provision shall survive termination of this Agreement and your enrollment in the Plan. Notwithstanding any language in this Agreement to the contrary, this Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated and all other provisions of this Agreement shall remain in full force and effect.

11052018v11

## Kitchen Appliance Repair Plan Terms and Conditions

Please read this document carefully and keep it for reference. These Terms and Conditions, together with the Declarations Page, constitute the entire agreement (“Agreement”) between you and the “Provider” identified on the Declarations Page pertaining to the Kitchen Appliance Repair Plan (the “Plan”). By entering into this Agreement, you confirm that you are a FirstEnergy utility company customer. The laws of the state in which your service address is located govern interpretation of this Agreement. The Provider may change the terms of, or add new terms to, the Plan and this Agreement at any time in accordance with applicable law. Plan prices are subject to change. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION (INCLUDING A CLASS ACTION ARBITRATION WAIVER). It is important that you read the Arbitration section carefully.

**What Is Covered:** The Plan covers parts and labor costs to repair a Covered Product (described below) for a breakdown resulting from defects in workmanship, damage due to normal wear and tear, or a mechanical failure of any Covered Product during the Term of this Agreement. The Plan covers one (1) appliance of each type located at the service address identified on the Declarations Page (i.e., one refrigerator, one stove, and one dishwasher). If the identified service address has more than one appliance of any such type, a separate Plan must be purchased for each such additional unit.

This Agreement provides coverage only for Covered Products which are owned by you or a member of your household and which are located within the perimeter of the main foundation at the service address or account identified on the Declarations Page. If the identified service address has multiple units or multiple accounts, a separate Agreement must be purchased for each individual unit or account. Repair costs are covered only up to the Per-Incident and Annual Limits specified on the Declarations Page, and subject to the exclusions described below. Any repair or replacement charges beyond the Per-Incident or Annual Limits are your responsibility. An “Incident” means a single service call. The “Annual Limit” specified on the Declarations Page is the aggregate limit on the amount that the Provider will pay for any one or more incidents that occur within an Annual Term of this Agreement. An “Annual Term” of this Agreement means the initial twelve (12) month term of this Agreement commencing on the Effective Date of this Agreement and any successive twelve (12) month renewal term under this Agreement. The “Effective Date” of this Agreement is listed on the Declarations Page.

In order to be covered by the Plan, all Covered Products must: (a) be installed to meet local, state and federal codes; (b) satisfy manufacturer requirements for safe and proper operation; and (c) be in good working condition at the time of enrollment. Coverage is for owned or rented residential-use property. If this is a rental property, you represent that you are authorized to make repairs to the rented property. Provider may refuse to provide service or deny enrollment under the Plan if eligibility requirements are not met.

### **Covered Products:**

DISHWASHER – heating element, pump, thermostat, thermal fuse washer and spray arms, drain valve motor assembly, door switch interlock, timer, float switch inner valve, internal hoses, control panel, related electric parts and water lines attached to the appliance.

STOVE – gas valve, main burner, pilot burner, thermocouple, manifold, transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, seals, surface unit controls, programmed cooking controls, heating elements (will be replaced with manufacturer’s standard only) and internal wiring.

REFRIGERATOR – condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motor compressor, pulleys, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, gaskets, valves, electronic circuits and water lines attached to the appliance.

**What is Not Covered:** The Provider will not be responsible for providing any products and services not specifically listed above in “What is Covered,” including without limitation any of the following: Defects, damage, or failure caused by freezing water lines or drains; Nonstandard materials; Defects, damage, or failure caused by accident, abuse, and misuse, improper or incomplete installation, or third-party actions; Defects, damage, or failure caused by a condition of mineral or chemical deposit; Any defect, damage, or failure of a Covered Product which existed when coverage under this Agreement began; Costs recoverable under any insurance policy, product warranty, or other

home warranty program; Bringing non-complying equipment into compliance with local, state, or federal codes; Cosmetic issues such as scratches, dents, or chipping; DISHWASHER – baskets and dish racks; STOVE – light bulbs, light switches, meat probe assemblies, and breakage to an oven door or glass/ceramic cooktop; and REFRIGERATOR – light bulbs, compartments, bins, shelves, shelf supports, and food spoilage.

**How to Make a Service Call:** Please follow the process described below to obtain coverage under the Plan. Provider will not reimburse you for any fees or costs of repairs or replacements except under this process. Provider will not reimburse you for work performed by a person not specifically assigned by Provider, or for services performed without Provider’s authorization. Provider’s Service Contractor will submit its fees for authorized Plan services directly to Provider and you will not be required to pay the Service Contractor for authorized Plan services.

You must call **(800) 505-SAVE (7283)** to schedule a service appointment. All service calls will occur during regular working hours (8:00am-5:00pm, Monday through Friday). If the event is life threatening, call 911 immediately, and follow any instructions you are given.

All services will be performed by an authorized technician selected by Provider from its network of approved third-party service contractors (the “Service Contractor”). Provider has the sole and absolute right to (i) select the Service Contractor to perform the service and (ii) determine the rates and other pricing terms under which the Service Contractor will be compensated. Service Contractors are independent contractors and not employees or agents of Provider or its affiliates, and are not authorized by Provider to perform services outside of the scope of the Plan. If you elect to retain the Service Contractor to perform other services on your behalf, you must enter into a separate agreement between you and the Service Contractor for those services with payment to be made by you directly to the Service Contractor. Provider is not responsible or liable for any services performed by the Service Contractor outside of the scope of the Plan.

You must provide the Service Contractor with safe and reasonable access to all Covered Products, and related systems and lines. Unauthorized repairs may void this Agreement. COMPATIBLE OR SUBSTITUTE PARTS MAY BE USED FOR REPAIR OF THE COVERED PRODUCT.

You must be current on all payments in order to be covered under this Agreement.

**Term of Coverage and Cancellation:** This Agreement is for a term of twelve (12) months starting on the Effective Date and will automatically renew from month to month thereafter unless cancelled as provided below. You may cancel this Agreement at any time as described below by notifying Provider at the phone number indicated on the Declarations Page. Provider may cancel this Agreement at any time for misrepresentation or non-payment by you; for violation of any of the Terms and Conditions of this Agreement; if required to do so by any regulatory authority; or if the Provider, for its convenience and in its sole discretion, makes a commercial decision to generally discontinue the Plan or to discontinue your specific participation in the Plan.

If either of you or Provider cancels this Agreement within thirty (30) days from the Agreement’s Effective Date and you have not had service performed, you will receive a full refund of Plan payments made by you. If either of you or Provider cancels this Agreement more than thirty (30) days from the Agreement’s Effective Date and you have not had service performed, the Plan will terminate immediately without requirement for any further additional payment by you. If either of you or Provider cancels this Agreement and you have had service performed, then you will be invoiced for the amount of the monthly fees for all unpaid months through the remainder of the initial twelve (12) month term. If you move to a new service address, this Agreement will be deemed cancelled by you.

During the first year of this Agreement, you are subject to an initial waiting period of thirty (30) days, during which time you will not be eligible for coverage of service calls, thus giving you eleven (11) months of coverage during the first year. Upon renewal (if applicable), you will not be subject to another waiting period.

**Price/Billing:** The amount of your monthly charge is provided in the Declarations Page. In addition to your monthly charge, you may be billed for applicable taxes or surcharges associated with your state of residence. Payment may be made in monthly installments or in full at the commencement of the Agreement or any renewal term(s). The initial charges will be submitted for billing five (5) business days after the Agreement's Effective Date. Each subsequent monthly charge will be submitted for billing on or about the same day of the month as your initial charge was submitted. The charge for this Agreement on your bill or credit card shall serve as the invoice for the service. On notice to you, Provider may change the means by which you are invoiced and billed for your services. If your billing method is a utility bill, your payments will be applied in accordance with the utility's prioritization of payments schedule. If you enroll in a payment assistance program for payment of your utility bill, Provider reserves the right, in its sole discretion, to either (a) terminate your participation in the Plan and send you an invoice for the remaining balance you owe under the Plan or (b) remove your Plan monthly charge from your utility bill onto a separate monthly invoice. By applying for the services, you consent to Provider inquiring about your credit or payment history at any time as it relates to your ability to pay for the services and you consent to disclosure of your customer information by your electric utility to third parties to the extent necessary to administer the Plan. Failure to timely comply with your payment obligations may result in Provider initiating a collection action and, in the event of such collection action, you agree to pay all fees of collection incurred by Provider, including but not limited to collection agency fees, credit bureau fees, legal filing fees, service of process fees, publication fees, witness fees, reasonable attorneys' fees and recording fees.

**Disclaimer of Warranties:** PROVIDER AND ITS AFFILIATES ARE NOT THE MANUFACTURER OF THE PRODUCTS OR SYSTEMS COVERED UNDER THIS AGREEMENT AND THEREFORE THIS AGREEMENT IS NOT AN EXPRESS OR IMPLIED WARRANTY, GUARANTEE, OR PROMISE RELATING TO THE MATERIALS, WORKMANSHIP OR PERFORMANCE OF THE PRODUCTS OR SYSTEMS COVERED BY THE PLAN.

**Provider's Limitation of Liability:** TO THE FULLEST EXTENT ALLOWED BY LAW, PROVIDER, ITS PARENT AND AFFILIATES, AND THE SERVICE CONTRACTOR SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. TO THE FULLEST EXTENT ALLOWED BY LAW, THE LIABILITY OF PROVIDER, ITS PARENT AND AFFILIATES, AND THE SERVICE CONTRACTOR SHALL BE LIMITED TO THREE (3) TIMES THE AMOUNT PAID UNDER THE PLAN BY YOU DURING THE PREVIOUS TWELVE (12) MONTHS. PROVIDER IS NOT RESPONSIBLE FOR ANY SERVICES PERFORMED BY THE SERVICE CONTRACTOR OUTSIDE OF THE SCOPE OF THE PLAN.

**Communications:** Provider may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your account, mobile notifications, hard copy, or posting of such notice on [www.firstenergycorp.com](http://www.firstenergycorp.com).

**Assignment; Miscellaneous Terms:** This Agreement may be assigned by Provider without notice to you. The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference, and shall be given no effect in the construction or interpretation of this Agreement. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction and the provision that is prohibited or unenforceable shall be reformed or modified to reflect the contractual intent to the maximum extent permitted by applicable legal requirements. Unless the context of this Agreement otherwise clearly requires, references in the plural form include the singular and vice versa.

**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION:**

Except as otherwise required by law or as otherwise expressly permitted under this Agreement, any claim, dispute, or controversy between you and Provider that arises from or relates to this Agreement or the Plan (individually and collectively, a "Claim") shall be resolved by binding individual arbitration. This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and is filed in, a small claims court. All issues relating to the Claim are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the

interpretation of Paragraph (3) below, shall be determined by a court and not the arbitrator. If arbitration is chosen by any party, the following shall apply:

(1) NEITHER YOU NOR PROVIDER WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES OR AS OTHERWISE EXPRESSLY PERMITTED UNDER THIS AGREEMENT.

(2) The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory damages, but excluding any categories or types of damages that are not recoverable under the "Limitation of Liability" section of this Agreement; attorneys' fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to you and shall not affect or include a recovery for or on behalf of any other person or claimant. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation.

(3) WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS. All arbitrations shall proceed on an individual basis. You and Provider agree that each may bring claims against the other in arbitration only in your respective individual capacities and in so doing you and Provider hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and/or to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) shall remain in court and be severed from any arbitration. Provider does not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance.

(4) The arbitration shall be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules ("AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA's website [www.adr.org](http://www.adr.org), or by calling the AAA at (800) 778-7879. If AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless you and Provider agree otherwise, any arbitration hearing shall take place in the federal judicial district where you reside. We encourage you to call Provider before filing a claim for arbitration to see if the dispute may be resolved or settled prior to arbitration. Provider will pay all filing, administrative, arbitrator, and hearing costs. Provider waives any rights they may have to recover an award of attorneys' fees and expenses against you. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, including but not limited to applicable statutes of limitation, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

(5) The arbitrator's decision will generally be final and binding, except for limited rights of appeal provided by the Federal Arbitration Act.

(6) Other rights that you would have if you went to court may not be available in arbitration.

This Arbitration Provision shall survive termination of this Agreement and your enrollment in the Plan. Notwithstanding any language in this Agreement to the contrary, this Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated and all other provisions of this Agreement shall remain in full force and effect.