KCP&L RESIDENTIAL METER-BASE SURGE PROTECTION TERMS & CONDITIONS

KCP&L and Customer agree that KCP&L will provide surge protection at the electric meter to Customer under the following terms:

INSTALLATION: A surge protection device will be installed by KCP&L or its contractors at the electric meter outside Customer’s residence.

FEES: Customer will pay a monthly fee for the meter-base surge protection, plus a one-time installation fee of $74.99 and applicable sales or use tax, due within thirty (30) days of the date of KCP&L's monthly invoice to Customer. Monthly fee schedule as follows:
- Basic: Five Dollars and Ninety-Five Cents ($5.95)
- Expanded: Seven Dollars and Ninety-Five Cents ($7.95)
- Deluxe: Nine Dollars and Ninety-Five Cents ($9.95)

TERMS: The Agreement will be in effect on the date Customer accepts this Agreement and the device is installed at the electric meter, whichever is later. Customer may cancel this Agreement at any time upon thirty (30) days written notice to KCP&L. Customer will receive a full refund of any fees paid if a written refund request is made to KCP&L within seven (7) days of your original receipt of this service. KCP&L will process such refund request within 30 days of its receipt of the request.

CANCELLATION: A cancellation of this Agreement by either Customer or KCP&L shall be without prejudice to the rights or remedies of either Customer or KCP&L under this Agreement. If the surge protection device at the electric meter remains in place during any portion of a period for which the monthly fee is due, Customer shall pay the entire monthly fee for that period. Upon cancellation, KCP&L will terminate surge protection coverage.

SURGE PROTECTION GUARANTEE: If a power surge passes through the surge protection device at the electric meter and damages cord and plug connected appliances or cord and plug connected home or office electronics equipment (hereinafter “Appliances”) physically located within the home or garage attached to the home, KCP&L will be responsible for the following depreciated values based on specific plan enrollment:
- Basic: Up to a maximum of $750 per Appliance and for the depreciated collective damage to the Appliances up to a maximum of Ten Thousand Dollars ($10,000) per year.
- Expanded: Up to a maximum of $1,000 per Appliance and for the depreciated collective damage to the Appliances up to a maximum of Twelve Thousand Dollars ($12,000) per year.
- Deluxe: Up to a maximum of $2,000 per Appliance and for the depreciated collective damage to the Appliances up to a maximum of Fifteen Thousand Dollars ($15,000) per year.

KCP&L will not be responsible for damage (1) to Appliances not owned by the Customer; (2) to property of Customer that, in KCP&L’s sole and reasonable discretion, does not constitute an Appliance; (3) to Customer’s residence; (4) to products, materials, data or information used or stored in an Appliance; (5) caused by a surge which has not passed through the surge protection device at the electric meter; (6) caused by a direct lightning strike to Customer’s premises; (7) caused by the improper installation of the grounding electrode system under the standards in the National Electric Code, or (8) to residential heating and cooling equipment, or (9) to items residing outside the home (including well pumps and controls) or (10) to medical or life support equipment. KCP&L’s liability will be limited to the depreciated value of the damaged Appliances as determined by the most recent version of a Guide to Property Loss Adjustment as published by the National Association of Mutual Insurance Companies, and KCP&L will not be responsible for Customer’s indirect or consequential damages. Customer individually and on behalf of its insurers waives all rights of subrogation against KCP&L.

KCP&L’S RIGHTS OF INSPECTION: KCP&L will have an immediate right to inspect the surge protection device at the electric meter and Customer’s appliances or home or office electronics equipment should Customer inform KCP&L that a power surge has passed through the surge protection device at the electric meter resulting in damage to Appliances. Customer shall make its premises available to KCP&L or its contractors for such inspection. Damaged part(s) must remain available for inspection by KCP&L until the claim is finalized.
CUSTOMER'S RESPONSIBILITIES:
KCP&L shall have continuous access to the surge protection device, which is owned by KCP&L and installed at the meter. KCP&L has general responsibility for maintaining and servicing the surge protection device at the electric meter. However, Customer will be liable to KCP&L for any damage to the surge protection device at the electric meter including without limitation, damage caused by Customer's misuse or abuse of the surge protection device at the electric meter or damage caused by removal, transfer, or tampering with it or by vandalism or an Act of God. Customer will not be liable for damage to the surge protection device at the electric meter from a power surge passing through it. The Agreement shall be automatically canceled if the surge protection device at the electric meter is damaged other than by a power surge passing through it, and KCP&L will have no obligation to replace the surge protection device at the electric meter. Customer will maintain information about the make, model, age and cost of Customer’s appliances and electronics equipment by providing proof of purchase/receipts. Customer shall cooperate with KCP&L and provide all information KCP&L requests of Customer to assert a breach of warranty claim against the Manufacturer of the surge protection device. Customer shall present any claim under this Agreement to KCP&L, along with sufficient information to support the claim, not later than thirty (30) days after Customer discovers or reasonably should have discovered the basis for the claim. Both Customer's electric utility and Meter-based Surge Protection accounts MUST be kept current for the Meter-based Surge Protection Warranty to be in effect. Customer must allow up to 4 weeks for claim processing.

DAMAGE TO COVERED APPLIANCE CLAIM PROCEDURE: A customer must give KCP&L notice of a surge related damage claim to cord and plug appliances as defined within this document, within seven (7) days of the discovery of the damage. A claim form will be sent or emailed to the customer by KCP&L, which must be completed in its entirety and returned to KCP&L within thirty (30) days. The completed claim form must contain an authorized repair facility's written description of specific damage found, whether damage was surge related, and a written estimate of the cost of any repairs for surge related damage to covered Appliances. If the authorized repair facility determines that the Appliance is not repairable, a written explanation as to why the Appliance cannot be repaired must be included with the completed claim form. Failure to properly complete the claim form may result in the claim being permanently denied. KCP&L and/or an authorized representative of surge protector manufacturer reserves the right to inspect the appliance or damaged parts of the appliance, as well as have reasonable access to the appliance installation location. The appliance and damaged parts must remain available for inspection until the claim is finalized.

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

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

Allow 4 weeks for installation from the time your enrollment request is received by KCP&L. The Surge Protection Program is not regulated by the Missouri Public Service Commission or the Kansas Corporation Commission.

KEEP THIS FOR YOUR FILES

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