

NJR Home Services General Terms and Conditions

Residential Interior Electrical Service Contract

This is your official agreement with NJR Home Services (NJRHS) and provides a detailed description of the terms and conditions of our service contracts. To get the most from your coverage, we recommend that you become familiar with this information and retain this booklet for future reference.

ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS ON THE MATTERS CONTAINED IN THIS CONTRACT ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS CONTRACT. PLAN SUBJECT TO CHANGE WITHOUT NOTICE.

EFFECTIVE September 2018.

GENERAL TERMS OF COVERAGE

LIMITATIONS OF COVERAGE

Repairs under this contract are limited to a total of two thousand five hundred dollars (\$2,500.00), fair market retail value, per contract year. In no event is NJRHS liable for any consequential or incidental damages, however caused. Homes with less than 100 amp service are not eligible for coverage under this contract unless and until upgraded to comply with current codes. Any such upgrade is not within the coverage of this contract. However, NJRHS can upgrade the service and panel for a separate charge (at normal time and material rates).

SERVICE TERRITORY

Service is limited to NJRHS' current territory. We reserve the right to refuse service based on location.

SEPARATE CONTRACTS FOR EACH UNIT

This contract is for one residential unit, i.e., either a single family home or a single-family apartment or a single-family condominium. A separate residential service contract must be purchased for each residential unit you want covered.

EFFECTIVE DATE

Your initial coverage officially takes effect at midnight on the 14th day following your oral or written commitment with NJRHS. The contract will end one year from the effective date. NJRHS will notify you in writing of your effective date. Contracts will renew automatically at the end of each one-year period.

TERMINATION

NJRHS may terminate your service contracts with no refund in the event any one of the following occurs:

- Parts are no longer available from the original manufacturer, and there are no reasonably available alternate or interchangeable parts
- Removal of a defective part or the installation of a replacement part by someone other than an NJRHS employee results in damage to the electrical system, components and/or wiring
- Removal of parts or components by someone other than an NJRHS employee results in a safety hazard or an unsafe condition
- Electrical system, components and/or wiring is not used for its designed purpose
- Failure by owner to properly maintain electrical system or to replace any components or wiring necessary to maintain the electrical system in good condition
- Repair costs would be greater than the original value
- Service will not be provided and contracts can be cancelled if customer's account is not in good standing

NJRHS shall have the right terminate this service contract on 10 calendar days' written notice if you materially breach or fail to perform any of your material obligations or responsibilities hereunder.

CANCELLATIONS

You may cancel your service contracts at any time for any reason. To cancel, please notify Customer Services at 877-466-3657.

Refunds will only be given if you cancel within the first 30 days of coverage and you have not had a service call. If you cancel after 30 days, **NO REFUNDS WILL BE GIVEN**. If you choose the monthly payment option and decide to cancel before the end of the term, you will be billed for the balance of the yearly contract cost.

CONDITIONS OF COVERAGE

- NJRHS strives to render prompt, efficient and courteous service. Our response time will be determined by scheduling appointments that consider public safety, existing workloads, the nature of the service call and weather conditions.
- Work must be performed by NJRHS technicians. You will not receive credit or reimbursement for work performed, or parts installed, by other service providers under any circumstances.
- All parts under warranty replaced by an NJRHS technician become the property of NJRHS without any allowance or rebate at the discretion of NJRHS. If NJRHS chooses not to take possession of the parts, it becomes the customer's responsibility to dispose of them properly.
- NJRHS reserves the right to use universal parts to repair your electrical system.
- **Customers must supply safe and ready access to all covered equipment** including but not limited to, adequate attic flooring and proper lighting and entry. NJRHS is not responsible for damage to attic ladders as a result of normal use. For safety reasons, your appliance will not be serviced if it is surrounded by standing water or it is located outside and weather conditions make service unsafe.
- If in the process of repairing a covered part, noncovered parts are needed to complete the repair, the customer will be charged for the cost of the noncovered parts and our standard labor rate.

ELIGIBILITY REQUIREMENTS OF ALL EQUIPMENT

- All covered electrical systems, components and wiring must conform to the requirements of the American National Standards Institute; be installed in accordance with local, state and federal codes; and satisfy both the manufacturer's and NJRHS's requirements for safe and proper installation.
- Before accepting any homes for coverage under the service contracts, NJRHS reserves the right to make an on-site inspection.
- To be eligible for coverage under the service contracts, electrical systems, components and wiring must be warranted by the owner to be in good operating condition, duly assembled and capable of functioning on the service contract's effective date.
- NJRHS reserves the right to deny or cancel coverage due to the non-availability of parts, inaccessibility, the condition of the electrical system or worksite, damage by a third party or the age of the electrical system.

CHANGE OF ADDRESS

- Coverage is not transferable to another address. If you move, call Customer Services at 877-466-3657 to cover the appliances in your new home.
- However, if a contract was paid in full for equipment that remains in operation at the premises, the unexpired term of coverage will be applied to the new owner/occupant of the premises at no additional charge. If a contract has not been paid in full, you will be billed for the remaining payments.
- If you are selling your home, notify your realtor and closing agent. You may be able to recover costs.
- If you choose the monthly payment option and decide to cancel before the end of the term, you will be billed for the remaining payments.

RENEWAL

For your convenience and to ensure that your home is continuously covered, contracts will renew automatically at the end of each one-year period. NJRHS reserves the right to change the terms and conditions at any time and to change the contract price upon contract renewal.

CHOICE OF PAYMENT OPTIONS

If you are a residential customer of NJNG, you may pay for coverage in full or make equal payments over a 6- or 12-month period. If you choose to pay on a monthly basis, the charge will appear on your regular monthly NJNG bill. **Service contract coverage is for a full 12-month period. If you choose the monthly payment option and decide to cancel before the end of the term, you will be billed for the remaining payments.**

MISSED PAYMENTS

If payments are missed or late, NJRHS may demand immediate payment of the entire amount owed or immediate payment of costs (labor and parts) for all services provided, less any payments made to NJRHS. Service will not be provided and contracts can be cancelled if a customer's account is not in good standing.

GENERAL EXCLUSIONS

The following items are excluded from contract coverage but may be available for an additional charge:

- Appearance and trim parts and upgraded components, such as humidifiers and electronic air filters
- Damage caused by misuse, abuse, vandalism, negligence, fire, freezing, power or supply outages, flooding, faulty design, improper installation, leaks from piping, lightning, power surges, acts of God and other conditions beyond control of NJRHS
- Damage due to failure to maintain failure to maintain electrical system, components and/or wiring
- Facilities used for commercial purposes
- Finish defects, rusting, corrosion, chips or flaws, exterior housing or component failure resulting from rust or corrosion
- Household appliances and/or appliance wiring are not covered
- Materials and labor for any service that is additional to that specified in the service contract
- NJRHS is not responsible for any damages due to access to make needed repairs, including but not limited to sheetrock, paint, wallpaper, flooring, ceilings, walls, cabinetry, etc.
- Parts replacement is subject to manufacturer and vendor availability or supply. Exclusions will apply based on model and/or availability.

- Pre-existing conditions, which include anything that was wrong with your electrical system, components and wiring at the time you signed up for the service contract
- Preventive maintenance and general inspection
- Recording of NJRHS employees by video or audio devices is prohibited.
- Service will not be provided and contracts can be cancelled if customer's account is not in good standing.

ADDITIONAL CHARGES

- Replacement of standard batteries is not covered, but may be provided for an additional charge.
- Components not covered in this contract may be ordered and installed by NJRHS, when available, for an additional charge at our standard repair rates.

EXCLUSION OF WARRANTIES AND LIMITATIONS ON DAMAGES

NJRHS WARRANTS THAT, SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN, NJRHS WILL REPAIR OR REPLACE THE PARTS OR COMPONENTS EXPRESSLY COVERED UNDER THE SERVICE CONTRACT THAT BECOME INOPERABLE AS A RESULT OF NORMAL WEAR AND TEAR. **NJRHS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES OF ANY KIND.** ANY IMPLIED WARRANTIES OR GUARANTEES ARE EXPRESSLY DISCLAIMED. UNDER NO CIRCUMSTANCES SHALL NJRHS BE LIABLE FOR ANY LOSSES OR DAMAGES OF ANY KIND RESULTING FROM THE FAILURE OR INOPERABILITY OF COMPONENTS, PARTS, EQUIPMENT OR SYSTEMS IN EXCESS OF THE PAYMENT RECEIVED BY NJRHS UNDER THIS AGREEMENT. NJRHS ALSO SHALL NOT BE LIABLE FOR ANY DAMAGES OR HARM TO PERSONS OR

PROPERTY CAUSED BY DELAYS, FAILURE TO SERVICE, MALFUNCTIONING OF THE EQUIPMENT, UNAVAILABILITY OF PARTS, LABOR DIFFICULTIES, ACTS OF NATURE OR OTHER CONDITIONS BEYOND ITS CONTROL.

NJR HOME SERVICES COMPANY'S ("NJRHS") TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES SHALL NOT EXCEED TEN THOUSAND DOLLARS (\$10,000.00). THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS AGAINST NJRHS IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

IMPORTANT SAFETY INFORMATION

Natural gas emergencies include:

- A strong odor of natural gas inside or outside your home
- A natural gas appliance that will not shut off
- Suspicion of a carbon monoxide leak

What to Do During a Natural Gas Emergency

If you are facing any of these situations, don't wait! Take the following action immediately:

- **MOVE** to a safe environment.
- **CALL 911** and your local natural gas utility (not NJRHS) at once to report the natural gas emergency.

- **DO NOT** smoke or operate electrical switches or appliances of any kind. **DO NOT** operate anything that may produce a spark that might ignite the natural gas and cause an explosion.

Natural gas appliances should always be operated and maintained according to the manufacturer's instructions.

Always take the time to become familiar with the instructions – especially safety warnings.

RESIDENTIAL INTERIOR ELECTRICAL SERVICE CONTRACT PARTS COVERED:

- Breakers (excludes Federal Pacific breakers and panels)*
- Dimmers*
- Doorbells*
- Light switches*
- Outlets*
- Wiring if completely accessible (replacement only as needed)
- Diagnosis of electrical problems – however, additional charges will apply to any part or service not expressly included as a “covered service” above, or which is expressly excluded elsewhere in this contract.

**Not exceeding \$25 each.*

RESIDENTIAL INTERIOR ELECTRICAL SERVICE CONTRACT PARTS EXCLUDED:

- Alarm systems
- Aluminum, knob and tube, low voltage, non-code/non- standard wiring
- Appliances
- Any type of house/building heating or water heating appliance, or anything pertaining to the heating and/or water heating system.
- Attic fans
- Bulb replacements
- Cable, computer, media, telecommunications wiring
- Damage caused by rodents or other animals
- Detached garages
- Generators
- Electric heater elements (whole house or space heaters)
- Electrical panel/main breaker
- Equipment, parts, or components located on ceiling heights over 14 feet
- Extension cords, power strips, surge protectors
- Inaccessible repairs due to unsafe condition or hazardous substance
- Lighting fixtures, ceiling fans, appliances, security systems, nonstandard control/s systems, outbuildings
- Medical equipment
- Outdoor appliances
- Outdoor heaters, pool heaters
- Outdoor lighting, landscape lighting, patio lighting, pool lighting, posts and underground wiring
- Recovery/disposal of hazardous material; manufacturer’s recalls; manufacturer’s defects or items subject to a class action lawsuit or judgment
- Recreational vehicles, any type of mobile home (manufactured, single and/or double wide), multiple-unit dwellings, commercial buildings or any residential homes with more than a three family residence
- Replacement of any fixtures or appliances
- Restoration of the affected area and costs of a repair visit if coverage does not apply
- Smart switches and outlets
- Solar systems
- Sump pumps
- Well pumps
- Whole house fans



877-466-3657

njrhomeservices.com

NJR Home Services is not the same company as New Jersey Natural Gas, the utility, and is not regulated by the New Jersey Board of Public Utilities. You do not have to buy products or services from NJR Home Services in order to continue receiving regulated services from New Jersey Natural Gas. All plumbing services will be subcontracted to NJR Plumbing Services, Inc., Edward B. Glashan, Licensed Master Plumber, Plumbing Lic. # 36B100969200. Electrical Contractor Bus. Permit #34EB01231200 NJ Home Improvement # 13VH00361500. Frank Casey, Master HVACR contractor Lic. #19HC00366400. 1415 Wyckoff Road, Wall, NJ.