

of Florida

ORLANDO UTILITIES COMMISSION POWER SURGE
PROTECTION PROGRAM TERMS AND CONDITIONS

1. What Is This Agreement?

This is an Agreement (“Agreement”) between American Water Resources of Florida, Inc. (“AWRF”) and the person named in the confirmation letter (“Confirmation Letter”) that came with this Agreement (“You” or “Your”). It is not an insurance contract. Please read it and keep it. AWRF’s obligations under this Agreement are backed by the full faith and credit of AWRF.

Certain repairs and events are not covered by this Agreement. Please refer to the exclusions listed in Section 7 of this Agreement.

SECTION 26 OF THIS AGREEMENT REQUIRES THAT DISPUTES BE RESOLVED INDIVIDUALLY IN ARBITRATION OR SMALL CLAIMS COURT. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

2. When Does Your Protection Start?

AWRF will pay for covered claims on or after the effective date stated in the Confirmation Letter (“Effective Date”), which will be the date on which AWRF’s independent contractor installs a Surge Arrester Device (“Surge Arrester”) on either the electric meter or the electric panel at Your Home.

3. When Does Your Protection Stop?

AWRF will not pay for any claims if You or AWRF have cancelled this Agreement or if you have removed or tampered with the Surge Arrester. The initial term of the Agreement is one year (365 days) from the date on which the Surge Arrester is installed at Your Home by AWRF’s independent contractor. **The Agreement will automatically renew at the end of the current term for an additional one year period unless You or AWRF have cancelled this Agreement.**

4. Who Is Eligible for Protection?

AWRF will only pay for claims under this Agreement if:

- **Your Covered Appliances are used for personal or household purposes only;**
- **Your Home has a single electrical service panel; and**
- **You are not 30 days or more past due on any amount owed to AWRF or its independent contractors under this Agreement.**

If at any time You are not eligible for protection, AWRF will not pay for any claims under this Agreement. If You have another service or insurance contract that gives You the same benefits as this Agreement, You may cancel this Agreement.

5. What Appliances or Systems Are Protected?

This Agreement protects Your Home’s Covered Appliances against damages caused when an electrical power surge passes through a Surge Arrester, and the Surge Arrester fails (“Surge Event”).

“Covered Appliances” include the following:

- A. Motor driven or mechanical appliances such as clothes washers, clothes dryers, dishwashers, stoves and oven ranges, refrigerators and room air conditioners.
- B. HVAC systems, including the central air conditioning system that controls, produces, and distributes cool air to the interior of Your Home; and/or the central heating system that controls, produces and distributes heated air to Your Home
- C. Electronic equipment, such as computers (desktop or laptop), televisions, home audio systems, DVD players, cameras and camcorders and microwaves.
- D. Personal mobile devices, including smartphones and tablets.

Covered Appliances do not include, without limitation, installed home theater systems (consisting of movie projection equipment and associated surround sound systems installed in Your Home), medical and life support equipment, networked or connected entertainment systems, well pumps, pool pumps, appliances in detached buildings, sprinkler systems, or electrical fences.

6. What Claims Are Covered?

Subject to the terms and conditions of this Agreement, You will be reimbursed for the reasonable cost of Covered Appliances located down line from the Surge Arrester if the damage to the Covered Appliances (1) occurred on or after the Effective Date of this Agreement; and (2) is caused by a Surge Event as described in this Agreement.

7. What Is Not Covered?

AWRF will not pay for any of the following:

- **Anything that occurred before the installation of the Surge Arrester.**
- **Anything caused by You or any third parties.**
- **Damage caused by improper installation or improper work performed on the Surge Arrester by anyone other than AWRF or one of its independent contractors.**
- **Damage or failure caused by misuse, abuse, tampering or alteration to the Surge Arrester or the customer’s electrical system.**
- **Anything located in any secondary building not attached to Your Home, including anything located in detached garages and storage sheds.**
- **Damage caused by a direct lightning strike on Your Home.**
- **Damage caused by an electrical surge that enters Your Home through any line, system or pipe other than Your Home’s electrical system. (e.g., telephone lines, cable TV lines or plumbing pipes).**

- **Damage caused by surges that emanate from inside Your Home.**
- **Any costs associated with recovering data that is lost from a computer or other media as a result of a failure of the Surge Arrester.**
- **Damage caused by sustained over-voltages passing through the device.**
- **Damage caused by a damaged or lost system “neutral”.**
- **Damage caused by downed power lines by any means.**
- **Damage caused by brownouts, under-voltage, blinks, abnormal voltage regulation, power outages and acts of God (except lightning in the limited circumstances described).**
- **Personal property, which in AWRF’s reasonable discretion does not constitute ordinary in-home electronic equipment or appliances.**
- **Real property and fixtures.**
- **Paying for remediating or cleaning any hazardous substance or pollutant, such as mold or asbestos, related to damage to a Covered Appliance.**
- **Paying any costs caused by the failure of the Surge Arrester or by damage to a Covered Appliance, including relocation costs, storage costs or temporary replacement of the Covered Appliance.**
- **Paying any damages caused by the failure of the Surge Arrester or resulting from damage to a Covered Appliance, such as lost time, lost use of the Covered Appliance, or any damages due to any special circumstances or conditions.**

8. What Is Your Protection Limit?

If You experience a Surge Event, You will be eligible to receive payment for reasonable repair or replacement costs up to \$5,000 per Covered Appliance, and a maximum aggregate repair or replacement cost of \$50,000 per Surge Event. All reasonable repair or replacement costs will be determined by AWRF and/or the manufacturer of the Surge Arrester in their sole discretion. Replacement coverage is limited to like kind replacement appliances.

9. Can You Exceed Your Protection Limit?

If the reasonable repair or replacement costs will exceed the applicable protection limit as set forth in Section 8 of this Agreement, You will be responsible for any costs in excess of your protection limit.

10. How Can You Get Service?

If you experience a Surge Event:

- You must call AWRF to report a failed Surge Arrester and any damaged Covered Appliances within 10 days of the Surge Event.
- If AWRF believes that the Surge Arrester may have failed, AWRF will send a contractor to Your Home to inspect the Surge Arrester.
- If the Surge Arrester failed, the contractor will remove the Surge Arrester and install a new one in the same location.
- The removed Surge Arrester will be analyzed to confirm that it failed.
- Upon verification that the Surge Arrester failed, You will receive the reasonable repair or replacement costs of any damaged Covered Appliance, subject to the terms and conditions of this Agreement.
- Damaged items must remain available for inspection until the claim is finalized.
- The Surge Arrester manufacturer may contact You for additional information related to Your claim.

11. Can You Get A Second Opinion?

Determinations by AWRF and/or the manufacturer of the Surge Arrester regarding (1) whether the Surge Arrester failed; and (2) the reasonable repair replacement cost that You will be paid for any damaged Covered Appliance, will be final.

12. Can You Arrange Your Own Replacement or Repairs?

AWRF will not reimburse You for any repair or replacement costs for Covered Appliances if You fail to report a Surge Event to AWRF in accordance with this Agreement before incurring such costs.

13. Must You Cooperate With AWRF?

You must cooperate with AWRF and its independent contractors, for example by: (a) providing AWRF’s independent contractor with access to Your property; and (b) providing additional information or documentation that AWRF may need.

14. Is There A Service Fee?

There is no service fee applicable for installation of the Surge Arrester.

15. Is There An Annual Fee?

You must pay AWRF an annual program fee (“Program Fee”) for each term of this Agreement. The Program Fee is stated on Your Confirmation Letter and on Your enrollment form(s). AWRF may change the Program Fee as set forth below.

16. How Are Your Payments Made?

Your Program Fee will be charged to Your Orlando Utilities Commission (“OUC”) bill in periodic installments. You must pay the periodic installments of Your Program Fee with your OUC bill payments.

17. When Will AWRF Collect Taxes?

You must pay all applicable state and local taxes when You pay Your Program Fee.

18. When Will You Get A Refund?

You will receive a refund of all Program Fees paid by You if You cancel this Agreement: (a) within 30 days of the Effective Date; or (b) 31 or more days after the Effective Date and prove You were never eligible for protection and never received reimbursement under this Agreement. AWRF will issue any refund owed to You after AWRF’s contractor has removed the Surge Arrester from Your Home.

19. Is This The Whole Agreement?

This Agreement, Your Confirmation Letter and Your enrollment form(s) are the entire agreement between You and AWRF. They supersede and replace any prior agreements and understandings between You and AWRF concerning their subject matter.

20. Are These Headings Part Of This Agreement?

The headings are not a part of this Agreement. They are for convenience only.

21. Can This Agreement Be Severed?

If a court or agency of competent jurisdiction finds any provision of this Agreement to be unenforceable, the remaining provisions will remain in full force and effect.

22. Can This Agreement Be Changed?

You may not change the terms and conditions of this Agreement. AWRF may change the terms and conditions of this Agreement. AWRF will give You written notice of changes in a manner consistent with applicable law, including on Your bill, with Your bill, by mail or by email. If You do not like the changes, You may cancel this Agreement. If you do not cancel this Agreement, the change will become effective 30 days after AWRF sends You notice. The current terms and conditions can be viewed on AWRF’s website at www.AWRUSA.com/OUC.

23. Can This Agreement Be Cancelled?

You may cancel this Agreement at any time by calling AWRF toll-free at 1-877-320-4624 or by mailing notice to AWRF at 1420 Discovery Parkway, Alton, Illinois 62002. AWRF will dispatch a contractor to remove the Surge Arrester from Your Home. Your cancellation will be effective on the date that AWRF’s contractor removes the device from Your Home. If You cancel this Agreement, AWRF will charge a device removal fee in the amount of \$50.00. AWRF may cancel this Agreement: (1) upon 60 days’ written notice to You for any reason; or (2) without notice to You if You are ineligible for protection, are 30 days or more past due on any amount owed to AWRF or its independent contractors, or misrepresented any material facts when You entered into or requested service under this Agreement. AWRF’s notice of cancellation is effective when sent. AWRF will dispatch a contractor to remove the Surge Arrester from Your Home’s electric meter.

24. Can This Agreement Be Transferred?

If You sell Your Home, You may transfer this Agreement to the purchaser of the Home within 15 days of the date of the sale of the Home. To transfer this Agreement, call AWRF toll-free at 1-877-320-4624. Except as set forth above, You may not transfer this Agreement to another home or another person. AWRF may assign this Agreement to a third party.

25. How Will Disputes Be Resolved?

A. Arbitration. Any Dispute between You and AWRF shall be resolved by binding arbitration. In arbitration, there is no judge or jury and there is less discovery and appellate review than in court.

B. Definitions. This arbitration provision shall be broadly interpreted. “Dispute” means any claim or controversy arising from or relating to Your relationship with AWRF, for example any: (1) claims for relief or theories of liability, whether based in contract, tort, statute or otherwise; (2) claims that arose before this Agreement; and (3) claims that arise after the cancellation or expiration of this Agreement. “Dispute” does not, however, include any issues relating to the scope or validity of this arbitration provision. As used in this arbitration provision, “You” means You and any intended or unintended beneficiaries of this Agreement and “AWRF” means AWRF and any of its predecessors, successors, assigns, parents, subsidiaries, affiliates and independent contractors, and each of their officers, directors, employees and agents.

C. Right to Sue in Small Claims Court.

Notwithstanding anything in this arbitration provision to the contrary, either You or AWRF may bring an individual action in small claims court if the amount claimed is within the jurisdiction of that court.

D. Right to Reject this Arbitration Provision or Changes to this Arbitration Provision. Notwithstanding anything in the Agreement to the contrary, You may reject this arbitration provision or future changes to this arbitration provision. To do so, You must send AWRF written notice by certified mail postmarked no later than thirty (30) days after Your first receipt of an arbitration provision (if rejecting the arbitration provision) or notice of the change (if rejecting changes to the arbitration provision) to 1420 Discovery Parkway, Alton, Illinois, 62002, Attention: Legal Department. Your decision will not adversely affect Your relationship with or service from AWRF. If You previously notified AWRF of Your decision, You need not do so again.

E. Procedures for Arbitration. This arbitration provision is governed by the Federal Arbitration Act. Arbitrations shall be administered by the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes (collectively the "AAA Rules") as modified by the version of this arbitration provision that is in effect when notice of a Dispute is given. The AAA Rules can be obtained from the AAA by visiting its website (www.adr.org) or calling its toll-free number (1-800-778-7879). If there is a conflict between this arbitration provision and the rest of this Agreement, this arbitration provision will govern. If there is a conflict between this arbitration provision and the AAA Rules, this arbitration provision will govern. If the AAA will not administer an arbitration in accordance with this arbitration provision, You and AWRF will agree on (or if necessary petition a court of appropriate jurisdiction to appoint) an arbitration organization that will do so. Unless You and AWRF agree otherwise, any arbitration hearing will take place in the county where Your Home is located. The arbitrator will issue a reasoned written decision that explains the essential findings and conclusions. The arbitrator's award may be entered in any court of appropriate jurisdiction.

F. Right to Arbitral Fees and Costs. If You claim more than \$10,000, the payment of the AAA's fees and costs will be governed by the AAA Rules. If You do not claim more than \$10,000, AWRF will advance or reimburse the AAA's fees and costs. However, if the arbitrator finds that Your Dispute was frivolous or brought for an improper purpose, the payment of the AAA's fees and costs will be governed by the AAA Rules and You will reimburse AWRF for all fees and costs that were Your obligation to pay under the AAA Rules.

G. Right to Attorneys' Fees and Costs. You may hire an attorney to represent You. You are responsible for Your attorneys' fees and costs. You may recover them from AWRF to the same extent as in court.

H. Waiver of Class Actions. YOU AND AWRF WAIVE THE RIGHT TO PROSECUTE OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION. YOU AND AWRF MAY SEEK RELIEF ONLY ON BEHALF OF THEMSELVES AND ONLY TO THE EXTENT NECESSARY TO REMEDY THEIR INDIVIDUAL CLAIMS.

I. Waiver of Jury Trials. WHETHER IN ARBITRATION OR COURT, YOU AND AWRF WAIVE THE RIGHT TO A TRIAL BY JURY TO THE FULLEST EXTENT ALLOWED BY LAW.

J. Survival. This arbitration provision shall survive the cancellation or expiration of the Agreement.

26. What Liability Does AWRF Have?

To the extent permitted by applicable law, You agree that AWRF, its parents, its successors, its affiliates, its independent contractors, and its and their officers, directors, employees, affiliates, agents and contractors shall not be liable to You or any third party for: (1) any actual losses or direct damages in excess of the lowest applicable per occurrence protection limit set forth above; or (2) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, including those caused by any fault, failure, delay or defect in providing services under this Agreement. These limitations and waivers shall apply to all claims and all theories of liability and shall survive the cancellation of this Agreement.

27. How Can You Contact AWRF?

AWRF's goal is to give You the best possible customer service. If You have any questions or complaints, please call AWRF toll-free at 1-877-320-4624, mail AWRF at 1420 Discovery Parkway, Alton, Illinois, 62002, or visit AWRF's website at www.AWRUSA.com/OUC. Telephone calls may be recorded and/or monitored.

28. Will Your Information Remain Private?

To the extent permitted by applicable law, AWRF may obtain Your name, address, telephone number and any other pertinent information from OUC. AWRF may share it with others in order to provide services under this Agreement.

29. What Law Governs This Agreement?

The law of the State of Florida shall govern this Agreement and any dispute between You and AWRF.

NOTICE: The rate charged for this contract is not regulated by the Florida Office of Insurance Regulation.

This Agreement may not provide protection free of charge during the period that the Home is listed for sale.