

Gas Line ComfortGuard® Terms and Conditions

1. To Obtain Service. Your Gas Line ComfortGuard service contract provider is Nicor Energy Services Company ("Nicor Services"), 2019 Corporate Lane, Suite 159, Naperville, IL 60563. If you suspect there is a gas leak, call the utility, Nicor Gas, at 1-888-Nicor 4 U (1 888 642-6748) immediately. If you smell gas in your home, leave immediately and call Nicor Gas from outside your home. Please have your customer account number handy and be sure to reference this Agreement when you call. Call the number stated above 24 hours a day, seven days a week to obtain service. Repairs will be performed Monday through Saturday, from 8 a.m. to 5 p.m., CDT. We will not reimburse you for work done by unauthorized servicers or others. Unauthorized repairs may void this contract.

2. Price/Billing. The amount of your current monthly charge is shown on the reverse side of this service agreement. Your initial monthly charge will be submitted to Nicor Gas for billing five (5) business days from the plan commencement date shown on the reverse side of these terms and conditions and each subsequent monthly charge will be submitted to Nicor Gas for billing on the same day of the month your initial charge was submitted. Charges for this service will be billed to your Nicor Gas company account and will be due when your payment to Nicor Gas is due. If you elect, your charges will be charged to your credit card and no billing through Nicor Gas will occur. The initial monthly charge will be submitted to your credit card for billing five (5) business days after the plan commencement date shown on the reverse side of these terms and conditions and each subsequent monthly charge will be submitted to your credit card for billing on the same day of the month as your initial charge was submitted. The charge for this service on your credit card shall serve as the invoice for the service. **YOUR PAYMENT FOR THESE SERVICES WILL CONSTITUTE ACCEPTANCE OF THESE TERMS AND CONDITIONS.** Past due balances under this agreement shall be subject to a monthly late fee of one and one-half percent (1 ½%) of the past due balance. **NICOR SERVICES RESERVES THE RIGHT TO MODIFY THESE TERMS AND CONDITIONS, INCLUDING PRICE, AFTER THE INITIAL TWELVE MONTH TERM OF THE AGREEMENT EITHER THROUGH WRITTEN NOTICE OF RENEWAL OR ON THIRTY (30) DAYS WRITTEN NOTICE.**

3. Service. The service to be provided under this contract covers the service address listed on the reverse side of this agreement and only covers parts and labor costs for repairs of leaks to completely exposed interior gas pipes or connectors resulting from defects in workmanship and/or materials or damage due to normal wear and tear, up to a limit of \$600 per service call. Upon request of not more than once annually, Nicor Services will also inspect flexible connectors and replace them as needed. There is no deductible applicable to covered services. Additional conditions of service include:

1. Nicor Services will repair or replace completely exposed interior gas piping. This contract applies to one premise and covers customers who are receiving a residential gas service as defined by the Illinois Administrative Code.
2. Prior to servicing any gas piping, Nicor Services reserves the right to inspect the gas piping and to restrict certain types of piping from eligibility due to unavailability of parts.
3. All covered gas piping must be 1/2 to 1-1/4 inch pipe of a type certified by the American Gas Association, National Fuel Gas Code or the National Fire Protection Association. It must be installed to meet local, state and federal codes and must satisfy both manufacturer and Nicor Gas requirements for safe and proper installation and be in operating condition. Examples of gas piping code violations which are not eligible for service include cast iron pipe, plastic pipe used in other than underground installations, or no gas shutoff valve located within six feet from a gas appliance. Some code violations can be corrected at an additional cost.
4. Nicor Services will not be responsible for damages caused by delays, failure to service, unavailability of parts, labor difficulties or other conditions beyond the control of Nicor Services. At its discretion, Nicor Services may use qualified contractors to fulfill all or any part of its obligation under the terms of this contract.
5. All gas piping must be readily accessible. Any damage caused, or costs incurred, to gain access to inaccessible exposed interior gas piping, including restoration costs, will be the responsibility of the customer (examples of customer restoration costs include: plaster, drywall or ceiling repair).
6. Parts may be replaced with an equivalent make, type or style.
7. Payments must be kept current to maintain uninterrupted coverage.
8. **NICOR SERVICES AND ITS AFFILIATES ARE NOT THE MANUFACTURER OF THE GAS PIPING OR CONNECTORS AND THEREFORE THIS CONTRACT IS NOT A WARRANTY, GUARANTEE OR PROMISE RELATING TO THE MATERIALS, WORKMANSHIP OR PERFORMANCE OF THE COMPLETELY EXPOSED INTERIOR GAS PIPING OR CONNECTORS REPLACED BY NICOR SERVICES AND NO SUCH WARRANTY SHOULD BE IMPLIED FROM THIS CONTRACT.**

4. Other Terms. You authorize the Company and the utility to share account and payment status history, and related information about you and authorize the Company to provide such information to third parties, such as suppliers and service providers, as may be required by contract or law and allow for such information to be utilized to offer other products and services of the Company and its affiliates to you. Nicor Services reserves the right to amend this Agreement due to regulatory or procedural changes that may affect its ability to perform under this Agreement. You acknowledge that you did not rely on any oral representations other than such as are reflected in writing herein.

5. Term of Coverage. Service begins on the date Nicor Services processes your request for service and continues for an initial period of Twelve (12) months. **SERVICE WILL RENEW FOR A TERM OF 12 MONTHS AND WILL CONTINUE TO RENEW FOR LIKE PERIODS UNLESS CANCELLED WITHIN THIRTY (30) DAYS OF THE RECEIPT OF YOUR WRITTEN RENEWAL NOTICE AS REQUIRED BY LAW OR THE COVERAGE IS CANCELLED AS DESCRIBED BELOW. IN THE EVENT THAT YOU DO NOT NOTIFY THE COMPANY OF YOUR INTENTION TO DISCONTINUE THE AGREEMENT, YOU WILL BE RENEWED AT THE NEW AGREEMENT'S PRICES AND ANY NEW TERMS AND CONDITIONS AS SPECIFIED IN THE RENEWAL NOTICE. YOU AGREE THAT ANY PROVISIONS REQUIRED BY LAW TO BE CONTAINED HEREIN FOR RENEWAL PURPOSES ARE DEEMED INCORPORATED HEREIN AND THE COMPANY AGREES TO PROVIDE A COPY OF ANY SUCH PROVISIONS ON REQUEST.** Each 12-month period will be treated as a separate contract period. This service contract may only be assigned by Nicor Services.

6. Change of Service Address. If you move to a new location in the Nicor Gas territory, this Agreement will terminate and a new service agreement will initiate at your new service address unless you notify Nicor Services otherwise. If you move to a new location outside the Nicor Gas territory, this Agreement will terminate and you must call 1-800-373-1100 for information on initiating a new service agreement at your new service address.

7. Cancellation. You may cancel this service at any time by mailing a request for cancellation to Nicor Services Gas Line ComfortGuard, P.O. Box 3042, Naperville, IL 60566, or by calling 1-866-626-2121. Nicor Services may cancel this contract prior to the end of a term for fraud, material misrepresentation or non-payment by you; for violation of any of the terms and conditions of this contract; or if required to do so by any regulatory authority. **IF EITHER YOU OR NICOR SERVICES CANCELS THIS AGREEMENT WITHIN 30 DAYS FROM THE PLAN COMMENCEMENT DATE AND YOU HAVE NOT MADE ANY REQUEST FOR SERVICE HEREUNDER, UPON REQUEST YOU WILL RECEIVE A FULL REFUND OF THE AGREEMENT PURCHASE PRICE PAID BY YOU. IF YOU HAVE NOT RECEIVED ANY SERVICE, AND YOU CANCEL THIS SERVICE AGREEMENT MORE THAN THIRTY DAYS AFTER THE PLAN COMMENCEMENT DATE BUT BEFORE THE THEN CURRENT ANNUAL CONTRACT PERIOD ENDS, COVERAGE UNDER THIS SERVICE AGREEMENT SHALL CONTINUE FOR THE BALANCE OF THE MONTHLY PERIOD IN WHICH THIS SERVICE AGREEMENT IS CANCELLED. IF YOU HAVE RECEIVED SERVICE, AND EITHER YOU OR NICOR SERVICES CANCELS THIS SERVICE AGREEMENT BEFORE THE THEN CURRENT ANNUAL COVERAGE ENDS, YOU ARE RESPONSIBLE FOR PAYMENT OF THE SERVICES PERFORMED BY NICOR SERVICES BUT NOT TO EXCEED THE BALANCE OF THE MONTHLY CHARGES FOR THE REMAINING MONTHS OF THE THEN CURRENT ANNUAL COVERAGE PERIOD.**

8. LIMIT OF LIABILITY. NICOR'S TOTAL LIABILITY TO YOU AND YOUR EXCLUSIVE REMEDY SHALL NOT EXCEED THE AMOUNT PAID BY YOU HEREUNDER. IN NO EVENT SHALL NICOR SERVICES AND ITS PARENT AND AFFILIATES BE RESPONSIBLE UNDER THIS CONTRACT FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

9. Services Not Provided. The following services are excluded from this contract:

- Service to exposed interior gas piping in the event the problem resulted from pre-existing conditions identified by Nicor Gas or Nicor Services.
- Service to exposed interior gas piping damaged by your action or negligence or the action of third parties, natural disasters, acts of nature and/or other insurable events.
- Restoration to the affected areas, including but not limited to restoring concrete, dry wall, paint and wallpaper for any reason.
- Removal of items necessary to access the exposed interior gas piping, including, but not limited to, stoves and furniture. Movement of the meter at the time of repair or replacement, unless required by local gas code or deemed necessary by a Nicor Services representative.
- Coverage for any facility receiving non-residential service or any mobile premise.
- Updating or moving non-leaking gas pipes to meet code, law or ordinance requirements or changes thereto.
- Service to natural gas meter including connections.
- Service to any exterior piping, including, but not limited to, pipes exiting the premises.
- Service to any gas piping connecting to built-in stoves or fireplaces.
- Repair or replacement of any copper gas piping or incorrectly-sized gas piping.
- Gas appliances and B-valves are not covered by this contract.
- Underground piping outside of the location to gas lamps, grills and other appliances.
- Structures not attached to the premises.
- Repair or replacement of any devices or equipment utilized to regulate gas pressure.
- This contract does not cover any material, parts, or labor required as the result of abuse, vandalism, fire, freezing, acts of God, power or water supply outages, flooding or other abnormal conditions.

10. Claims Procedure. If You have not received any reimbursement to which You believe you are entitled or are otherwise dissatisfied with service under this service agreement, please submit your claim in writing and a copy of this service agreement to Nicor Services Warranty Program, P.O. Box 3042, Naperville Illinois 60566-7042.

11. Entire Service Agreement. This service agreement, including the terms, conditions, limitations, exceptions and exclusions, and the information identifying the covered Products and Services and Your monthly charge shown on the letter accompanying this service agreement, constitutes the entire agreement. Your rights under this service agreement are covered by the laws of the state of Illinois.