

Gas Line ComfortGuardSM

Terms and Conditions

To Obtain Service. 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 prepared to explain the nature of the problem. In the event a representative from Nicor Gas determines that there is a problem with your gas line, they will attempt to determine the severity and if possible, determine the location of the leak. For repairs covered by this contract, you can call Nicor Services 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. You must call Nicor Services prior to having service; all repairs must be authorized in advance. We will not reimburse you for work done by unauthorized servicers or others. Unauthorized repairs may void this contract.

Price/Billing. YOU WILL BE CHARGED \$2.50 PER MONTH FOR THIS SERVICE. YOUR INITIAL MONTHLY CHARGE WILL BE SUBMITTED TO NICOR GAS FOR BILLING ON THE START DATE SHOWN ON THE LETTER ON 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 AS 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. YOUR PAYMENT FOR THESE SERVICES WILL CONSTITUTE ACCEPTANCE OF THESE TERMS AND CONDITIONS.

Service. The service to be provided under this contract only covers parts and labor costs resulting from defects in workmanship and/or materials of completely exposed interior gas piping not covered by a warranty, up to a limit of \$300.00 per service call. Upon request, Nicor Services will also inspect flexible connectors and replace them as needed. Additional conditions of service include:

1. Nicor Services will repair or replace completely exposed interior gas piping. This contract applies to one location and covers only single-family, residential homes.
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 gas piping, including restoration costs, will be the responsibility of the customer (examples of customer restoration costs include: plaster, drywall or ceiling repair).
6. Nicor Services will not be responsible for replacing incorrectly sized gas piping.
7. 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, flooded basements or other abnormal conditions.
8. Parts may be replaced with an equivalent make, type or style.
9. Nicor Services payments must be kept current to maintain uninterrupted coverage.
10. Nicor Services reserves the right to change pricing upon 30 days written

notice. Written notice shall be made pursuant to notification on your Nicor Gas Company monthly billing statement specifying the effective date of the change in pricing.

11. Nicor Services and its parent and 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.

Term of Service and Cancellation. Service begins on the date Nicor Services receives your request for service and continues for an initial period of 12 months and will continue to renew for like periods unless canceled by you 30 days from the expiration of the prevailing term or coverage is canceled as described below. Each 12-month period will be treated as a separate contract period. If you move to a new location this contract shall continue unless you notify Nicor Services in writing of 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 1-888-Nicor4u (1 888 642-6748). 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 your contract is canceled, we are entitled to demand payment for the cost of any service already performed.

LIMIT OF LIABILITY. NICOR SERVICES AND ITS PARENT AND AFFILIATES' TOTAL LIABILITY TO YOU ON ALL SUITS OF ANY KIND IN CONNECTION WITH THIS CONTRACT SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU TO NICOR SERVICES. IN NO EVENT SHALL NICOR SERVICES AND ITS PARENT AND AFFILIATES BE RESPONSIBLE UNDER THIS CONTRACT FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

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

1. Service to exposed interior gas piping in the event the problem resulted from pre-existing conditions identified by Nicor Gas or Nicor Services.
2. 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.
3. Restoration to the affected areas, including but not limited to restoring concrete, dry wall, paint and wallpaper for any reason.
4. 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.
5. Coverage for any facility used for commercial purposes or any mobile home.
6. Updating or moving non-leaking gas pipes to meet code, law or ordinance requirements or changes thereto.
7. Service to natural gas meter including connections.
8. Service to any exterior piping, including, but not limited to, pipes exiting the home.
9. Service to any gas piping connecting to built-in stoves or fireplaces
10. Repair or replacement of any copper gas piping.
11. Gas appliances and B-valves are not covered by this contract.
12. Underground piping outside of the location to gas lamps, grills and other appliances.
13. Structures not attached to the primary residence.
14. Repair or replacement of any devices or equipment utilized to regulate gas pressure.