

Nicor Services Terms and Conditions

Instructions. You must keep this service agreement as You may be required to produce it to obtain service.

1. To Obtain Service. The service to be provided under this service agreement covers the service address listed on the reverse side of this agreement. Call Nicor Services 24 hours a day, seven days a week, at 1-800-373-1100 to obtain service. Service will be performed Monday through Saturday, from 7 a.m. to 6 p.m. Central Time. Please have your contract number handy and be prepared to tell us which product needs service and the nature of the problem. 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 service agreement. We will dispatch an authorized servicer to your home to fix the problem. If it is an emergency please describe the nature of the emergency to our customer service representative. Please note that during severe weather conditions and during peak seasons we will give priority to emergency calls. Emergency service will be available at no additional charge.

We will provide our authorized servicer with your name and telephone number and the servicer will contact you directly to set up an appointment to make a service call. If you would prefer to call the servicer directly, we will provide its name to you upon request.

2. What Is Covered. If "Repair" service is indicated under "Plan Purchased" on the reverse side of this service agreement, this service agreement only covers, without deductible, parts & labor costs resulting from a mechanical or electrical failure of any covered Product or System caused by defects in workmanship and/or materials not covered by a warranty, up to a limit of \$400 per Product or System per service call. Service will be provided at your home only, but a Product or System or part thereof may need to be removed from the premises for repair or replacement. If removal is required, the expenses of removal and reinstallation will be covered by this service agreement subject to the limit of liability set out below.

COMPATIBLE OR SUBSTITUTE MANUFACTURER'S PARTS MAY BE USED FOR REPAIR OF THE PRODUCT OR SYSTEM IF ORIGINAL PARTS ARE UNAVAILABLE OR MORE COSTLY.

We will repair or replace any covered Product or System, or reimburse, at our discretion, when required due to a Breakdown. This service agreement provides coverage only for those items which are located within the perimeter of the main foundation or attached garage at your home.

If "Maintenance" service is indicated under "Plan Purchased" on the reverse side of this service agreement, You are entitled to have an authorized servicer visit your home once during each service agreement year to perform a Maintenance service on the Products and Systems covered by this service agreement.

If this service agreement covers interior plumbing systems, we will cover leaks and breaks of water, drain, or waste lines (except if caused by freezing or roots), faucets, fixtures, sinks, bathtubs, showers, toilet tanks, bowls and mechanisms, toilet wax ring seals, valves for shower, tub, and diverter, angle stops, risers and gate valves. If this service agreement covers electrical systems, we will cover hard-wired items only, including general wiring, fuse box, circuit breaker panels, switches and receptacles.

If this service agreement includes Wire Guard as indicated under the "Plan Purchased" on the reverse side of this service agreement, see Attachment A for the products and systems covered by this Agreement.

3. Term of Coverage and Cancellation. If this Agreement includes "Repair" service, coverage for the "Repair" service portion of your Agreement begins 30 days from the plan commencement date listed on the reverse side of this Agreement. If this service Agreement includes "Maintenance" service, coverage for the "Maintenance" portion of your service Agreement only is effective as soon as Nicor Services processes your request for service. **THE VARIOUS SERVICE PACKAGES ARE 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 service agreement period. You may cancel this service agreement at any time as described below by calling the toll-free number listed on the reverse side of this service agreement or providing cancellation in writing to the address listed on the reverse side of this service agreement. Nicor Services may cancel this service agreement prior to the end of the current twelve-month term for fraud, material misrepresentation or non-payment by You; for violation of any of the terms and conditions of this service agreement; or if required to do so by any regulatory authority. If either you or Nicor Services cancels this service 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 service agreement purchase price paid by you. If you have not received any "Maintenance" or "Repair" services, and either you or Nicor Services cancels this service agreement after 30 days from the Plan Commencement Date but before the annual coverage ends, coverage under this service agreement shall continue for the balance of the monthly period in which this service agreement is cancelled, and you shall receive a refund of any advance payments for coverage, if any, that you have made for the period of time beyond the monthly period in which this service agreement is cancelled. If you have received "Maintenance" or "Repair" services, and either you or Nicor Services cancels this service agreement before annual coverage ends, you are responsible for payment of the services performed by Nicor Services not to exceed the annualized cost of this Service Agreement (monthly charge of service contract multiplied by 12) minus the sum of your monthly charges previously paid to Nicor Services under this Service Agreement. **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 AFTER SAID INITIAL TERM.**

4. Administrator. The administrator of this service agreement is Nicor Services or a company designated by Nicor Services. For information regarding the administrator contact Nicor Services.

5. Price/Billing. The amount of your monthly charge is shown on the reverse side of this service agreement. Payment may be made in monthly installments or in full at the plan commencement date or commencement of the renewal period(s), depending on the applicable payment method. If you elect, you may pay by credit card and those charges will be charged to your credit card. 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. If you choose not to pay by credit card, your initial monthly charge will be submitted to Nicor Gas for billing on the commencement date shown on the letter 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 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.** Any past-due balances under this Agreement shall be subject to a monthly late payment fee of one and one-half percent (1 ½%) of the past-due balance. Nicor Services may terminate this Agreement at any time in the event that you fail to make timely payments.

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. Nicor Services reserves the right to inspect the products and systems in your new home prior to covering such products and systems equipment.

7. Limit of Liability. If this service agreement covers "Repair" service, our obligation is limited to the cost of authorized repairs or replacement up to a limit of \$400 per covered Product or System per service call and a maximum, aggregate limit of \$2,000 during each one-year term of this service agreement. If the Product or System is not repairable or if the cost of such repairs exceeds 75% of the value of the Product or System, we may elect not to repair the Product or System and to reimburse you up to \$400 to replace the Product with a comparable one based on operating features. This reimbursement will be applied to your authorized servicer's invoice in the form of a credit. If you elect to use a servicer that is not authorized by Nicor Services, we will issue your credit of up to \$400 on your Nicor Gas bill, if applicable. If this service agreement covers "Maintenance" service, our obligation is limited to 1 Maintenance call per covered Product or System per year. EXCEPT FOR THE COVERAGE LIMITS AS DESCRIBED PREVIOUSLY, NICORS 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.

8. What Is Not Covered. (1) Incidental or consequential damages; (2) Cosmetic damage; (3) Routine maintenance (with the exception of any items covered under a "maintenance" element of this service agreement which may also have been purchased); (4) Damage from accident, abuse, misuse, introduction of foreign objects into the Product or System, unauthorized modifications or alterations, failure to follow the manufacturer's instructions or recommended maintenance, faulty wiring, improper or incomplete installation, third-party actions (fire, flood, collision, vandalism, theft, infestation, rust, corrosion etc.), the elements or acts of God; (5) Accessories and supplies (including, without limitation: batteries, antennas, cartridges, styluses, records, audio/video disks, tapes, computer software or disks, remote controls, print elements, external power supplies, vacuum cleaner belts, bulbs, spark plugs, filters); (6) Damage to real property, duct work, exhaust systems, pipes or plumbing with respect to all Products or Systems other than interior plumbing systems; (7) Damage which is not reported during the term of this service agreement; (8) Any Product or System which was not in good working order, or any defect in or problem with any Product or System, existing when coverage under this service agreement began; (9) With respect to interior plumbing systems, collapse of or damage to water, drain, gas, waste or vent lines caused by roots, shower enclosures and base pans, toilet lids and seats, caulking or grouting, septic tanks, water softeners, pressure regulators, inadequate or excessive water pressure, sewage ejector pump, sump pumps, holding or storage tanks, saunas or steam rooms, whirlpool motors and pumps, instant hot water dispensers, stoppages, leach beds, lawn sprinklers, root damage, any loss arising out of a condition of mineral or chemical deposit. All interior plumbing systems must be readily accessible. Any damage caused, or costs incurred, to gain access to inaccessible interior plumbing systems, including restoration costs, will be the responsibility of the customer; (10) With respect to electrical systems, meter boxes, fixtures, telephone wiring, surge protectors, any wiring or other electrical items located outside the perimeter of the principal dwelling and attached garage, any loss due to water seepage along service cable line, conditions of inadequate wiring capacity or overload.

9. 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.

10. 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 reverse side of this service agreement, constitutes the entire agreement. Your rights under this service agreement are covered by the laws of the state of Illinois.

11. 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. This agreement may only be assigned by Nicor Services.