

April 27, 2021

C-2021-3025476

Dear PA PUC,

I am including the PGW Parts & Labor policy with the relevant paragraph boxed with an asterisk for your review.

Sincerely,

Maria DeRitis



2020-2021

When you spend more time at home, you rely on your appliances more than ever.



PHILADELPHIA GAS WORKS Residential Parts & Labor Plan Contract

This Residential Parts & Labor Plan Contract (this "Plan") is available to customers of the Philadelphia Gas Works ("PGW") who have natural gas house heaters, gas water heaters, gas dryers and/or split system electric central air conditioners combined with gas heating (collectively, "equipment"). This Plan serves to protect the Customer from parts and labor costs associated with repair or replacement of defective or worn parts as a result of normal usage of covered equipment.

All equipment to be covered under this plan must be certified by the American Gas Association, Underwriters Laboratories, Canadian Gas Association, International Approval Services or Electrical Testing Laboratories and installed in accordance with the manufacturer's and PGW's installation requirements. The manufacturer's original design of the equipment cannot be altered and the equipment must be maintained with original parts or manufacturer's specified replacement parts. The equipment must be in good operating condition on the date this plan becomes effective for coverage to apply. PGW reserves the right to inspect the covered equipment.

The deadline for enrollment into the 2020-2021 Plan is April 1, 2021.

The commencement date of this Plan will be the 15th calendar day following receipt of payment, but in no event sooner than November 1, 2020. All Plans will expire on October 31, 2021 regardless of commencement date. In no event will a Plan be activated unless full payment has been received and successfully processed. If the auto-renew option has been selected by the purchaser, this Plan will automatically renew and payment (at the rate for the new Plan year) will be automatically deducted at the end of each Plan year for an additional Plan year unless purchaser gives PGW written notice of termination no later than September 30th of the current Plan year. Under no other circumstances will payment be automatically deducted. All applications and payment must be postdated by April 1, 2021 to receive requested Plan. Plans are not transferable to another address. However, a Plan contract will be assigned to a succeeding occupant of the premises for the balance of the term at no additional charge. Plans are non-refundable except under specific conditions stated throughout this contract.

GENERAL CONDITIONS

This Plan is subject to the following terms:

A. PGW guarantees to provide next day service to customers purchasing a Parts & Labor Plan covering a house heater if a customer service request is received before 12PM (excluding Holidays) from December 1 through April 15. Plan customers may call from 8AM to 6PM (Monday through Friday) and speak to a representative. Simply dial (215) 235-2050 for house heater service. After 6PM or during the weekend, leave a message and a customer representative will return your call to schedule an appointment. A service technician will contact you by phone on the day of the service visit to verify the appointment time.

B. PGW will also attempt to provide next day service to customers purchasing a Parts & Labor Plan covering an air conditioner if a customer service request is received before 12PM (excluding Holidays). PGW will not provide service to a combined central heating and air conditioning system during the cooling season (May 15 through September 15) unless the customer has purchased a Plan that covers air conditioning.

Plan customers may call from 8AM to 6PM (Monday through Friday) and speak to a representative. Simply dial (215) 235-2050 for air conditioner service. After 6PM or during the weekend, leave a message and a customer representative will return your call to schedule an appointment. A service technician will contact you by phone on the day of the service visit to verify the appointment time.

C. PGW will continue to give prompt and efficient service for all other covered equipment. Parts will be obtained as quickly as possible. Interchangeable parts will be used when exact parts are not available. Exchanged parts retained by PGW will become the property of PGW. Response time is subject to weather and workload conditions.

D. Customers may choose and pay for one of eleven (11) individual plans: (i) House Heater, (ii) Gas Clothes Dryer, (iii) Water Heater, (iv) House Heater and Water Heater, (v) House Heater, Water Heater and Gas Dryer, (vi) House Heater and Electric Central Air Conditioner, (vii) House Heater, Water Heater and Electric Central Air Conditioner, (viii) House Heater, Water Heater, Electric Central Air Conditioner and Gas Dryer, (ix) Water Heater and Gas Clothes Dryer, (x) House Heater and Gas Clothes Dryer, and (xi) House Heater, Gas Clothes Dryer and Electric Central Air Conditioner. Coverage under the plan(s) by type of equipment is described in the Coverage section. If a system or appliance is not functioning because of a part that is not covered in the Coverage section, PGW will have no responsibility to repair such system or appliance, and no refund will be provided. In order for there to be coverage of an individual piece of equipment, a plan must be purchased for each specific piece of equipment, or for any equipment combination (for example, 2 gas house heaters and 2 gas water heaters will require the purchase of 2 House Heater and Water Heater combination plans).

E. The Customer is required to provide the service person with adequate lighting and safe and reasonable access to the premise and equipment.

F. The Customer is responsible for properly cleaning and maintaining the air filters, the proper adjustment of air registers and the lubrication of motors. Defective blower motors that result from failure of the customer to change air filters will not be replaced under this Plan. PGW shall have no obligation or liability for covered equipment which is subject to abuse or misuse. Customer's failure to authorize or effect the replacement of any parts which are required to maintain the equipment in good condition will void this Plan.

G. A single boiler providing heat and hot water (Summer/Winter hook-up) requires a combination Plan (House Heater and Water Heater), as domestic hot water and house heating are produced by a single unit.

H. If there is more than one heater attached to the same account number, a separate Plan must be purchased for each heater.

ADDITIONAL CONDITIONS

In the event that PGW cannot meet the next day service on house heaters from December 1 through April 15, the customer may hire an independent heating contractor and PGW will credit the customer's gas account for the amount of the contractor's bill for service and parts replacement covered by the Parts & Labor Plan up to the amount of PGW's cost for the covered service and parts replacement.

If PGW should find that it cannot provide service for reasons such as unavailability of parts, inadequate access, where the presence of asbestos or other contaminant prevents safe service, or where the provisions of this plan have not otherwise been met, PGW shall have the right to refuse service until these conditions are corrected or terminate this plan without liability. If PGW exercises the right to terminate the plan, it will investigate the circumstances leading to the termination and may refund the customer the amount paid for coverage of the equipment in question.

Due to weather and safety conditions, PGW may not be able to perform service on Electric Central Air Conditioner equipment when the air temperature is below 75 degrees or in the rain.

PGW will not be responsible for damages, including but not limited to, direct, special, incidental and/or consequential damages caused by or resulting from the use of the equipment, the performance of the equipment, any changes to the manufacturer's original equipment design other than by PGW, any illness or injury caused by delays, misuse of the equipment (using the equipment in ways other than for the purpose intended by the manufacturer), failure to service, unavailability of parts, labor difficulties, severe weather conditions, pandemics, acts of God, civic disturbances and other conditions beyond PGW's control. The total liability of PGW hereunder shall be limited to a refund of the plan charges paid by the customer. Any action against PGW must be commenced within one (1) year after the cause of such action occurs.

This plan does not cover routine checks, normal maintenance or seasonal start-up. An additional plan can be purchased, in conjunction with the house heater plan, for \$55 to cover a one-time routine check on the house heater. See full Check & Adjust Terms and Conditions on next page. This plan does not cover parts replacement or labor charges that result from faulty equipment design or faulty installation. PGW reserves the right to reject the application of any customer with a history of calls for conditions that are not covered by the Parts & Labor Plan.

If any repair cost is greater than the value of the equipment in PGW's reasonable opinion, then PGW reserves the right to decline service and refund the purchase price of the plan. Commercial applications and heating units supplying more than two-family dwelling units or supplying a combination of dwelling units and/or commercial activities, such as professional offices and small retail businesses, are not eligible for the plan. If a customer mistakenly purchases coverage for such equipment even though it is not eligible pursuant to the previous sentence, PGW will refund amounts paid for such coverage in the current plan year. No refunds will be provided for any previous plan years. PGW reserves the right to reject any application or cancel the plan and may refund the plan charges paid in the event the utilization of the customer's covered equipment does not comply with the provisions of the plan. No refunds will be issued if a customer terminates the plan or removes any covered equipment from coverage under the plan. The processing for eligible refunds takes 10 to 15 days.

SYSTEMS NOT COVERED

- House heaters with power burners
- Wall mounted water heaters and heating boilers
- Rooftop heating and air conditioning equipment or any other unit requiring a ladder to access
- Package unit electric central air conditioners (e.g., wall insert model Patco & Fedders) - can purchase heating only contract
- Pool heaters
- Heat pumps
- Electric Central Air Conditioner utilizing an air handler
- Wireless thermostats
- Equipment Interface Modules / Wireless sensor

▼ Detach along dotted line. Keep top portion for your records.



ORDER FORM

Complete list of plans on back.

\$

Fill in amount paid.

Sign-up online at pgwplp.com

Signature _____ 2020-2021
I have read and agree to the terms and conditions.