



PEOPLES PROTECTION PROGRAMS

TERMS AND CONDITIONS

Please keep a copy for your records

Receipt of these Terms and Conditions does not indicate you have coverage in all or any of the Programs.

Please consult your next bill to confirm the Program(s) in which you are enrolled.

If you have any questions, please contact Peoples at 1-866-215-1610.

Peoples Natural Gas Company LLC (“Peoples”) Protection Programs Terms and Conditions

The following Items 1-15 apply to ALL Peoples Protection Programs

1. **The coverage period commences on the first day of the month following the due date of your Peoples utility bill and confirmation of payment receipt.** Coverage shall remain in effect as long as Customer maintains payments on a timely basis. Coverage for a repair will not be provided if the account is past due for any reason.
2. The Programs are available and apply only to residential Customers who own and maintain line/equipment designed and intended for single-family, residential use premises. Lines/equipment used for multi-unit housing, apartments, and commercial purposes are excluded. Eligibility of the premises for enrollment in the Programs is the sole responsibility of Customer. If it is determined that Customer is not eligible for the Programs, either because the premises are not eligible, or for other reasons, Customer is removed from the Programs, there shall be no coverage under the Programs for claims filed, and Customer shall not be entitled to a refund for prior payments made under the Programs. Reconnection of Customer to actual service after a line is repaired or replaced is determined by the local utility.
3. **Customer must contact Peoples at 1-866-215-1610 to arrange for line/equipment repair or replacement or restoration work.** Line/equipment repair or replacement or restoration work will be performed by Peoples’ network of authorized service providers (“Contractors”). **Peoples assumes no liability for, and will not reimburse Customer for, any services rendered by an unauthorized third-party contractor.** Peoples will use reasonable commercial efforts to accommodate Customer schedules. However, services will be dispatched based upon available times during normal business hours (8:00 am – 5:00 pm), Monday through Friday, except holidays. Contractor will contact Customer within eighteen (18) hours to schedule the work.
4. Peoples reserves the right to refuse service if the site is not safely and easily accessible, as determined in the sole discretion of Peoples or its Contractors. Customer should survey the premises before Peoples arrives on the work site and should remove any obstacles that obstruct access. The Programs do not cover removal of items/obstacles in order to gain access to the line/equipment including, but not limited to, walls, fences, trees, shrubbery, structures.
5. If upon inspection, further service and/or materials are desired or required, Peoples’ Contractor will prepare and provide in writing to Customer an estimate of costs and, upon Customer’s approval, will provide the additional service work and bill Customer for such labor and/or materials. Payment for additional services must be made by Customer and payable to Contractor upon, or prior to, the time of service. Peoples is not responsible for any additional services or materials.
6. Peoples reserves the right to refuse service and to refund any Customer payments, less the cost of any work already performed if, upon inspection, it is determined by Peoples or its Contractors, in Peoples’ or its Contractors’ sole opinion, that (a) the work site is unsafe for workers or (b) the estimated cost exceeds the Program maximum and Customer does not want to pay the additional costs. In the event Peoples refuses service, it will refund all money paid by Customer into the Program less the cost of any work already performed.
7. Customer’s enrollment in the Programs is on a monthly basis and is subject to acceptance by Peoples at its sole discretion. Program fees are billed in advance to Customers, plus any sales or other taxes that apply. Program charges will appear on the Peoples utility bill. By enrolling, you agree to allow Peoples to access your utility customer account information and credit information. Payments made by Customers enrolled in more than one Program will be credited in the following priority: Gas Service Line Protection Program (first priority), the Gas Underground House Line Protection Program, the Gas In-House Line Protection Program, the Water Service Line Protection Program, the Line Protection Restoration Program(s), the Sewer Service Line Protection Program and the Heating/Cooling Protection Program, the Exterior Electric Line Protection Program, the In-House Electric Line Protection Program (last priority).
8. Peoples reserves the right to change or terminate the Program, or adjust the Program fees, at its sole discretion. If Peoples decides to terminate the program, you will be provided sixty (60) days advance notice.
9. **PEOPLES EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR PRE-EXISTING ENVIRONMENTAL OR PROPERTY DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES, EVEN IF THE PARTY HAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER’S SOLE AND EXCLUSIVE REMEDY SHALL BE A REFUND OF FEES ACTUALLY PAID BY CUSTOMER TO PEOPLES WITH RESPECT TO THE SPECIFIC SERVICES OUT OF WHICH LIABILITY AROSE. IN NO EVENT SHALL PEOPLES’ LIABILITY EXCEED THE AMOUNTS ACTUALLY RECEIVED BY PEOPLES. THIS**

LIMITATION ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT, OR STRICT LIABILITY.

10. ALL CLAIMS, CAUSES OF ACTION, OR LEGAL PROCEEDINGS BROUGHT BY CUSTOMER AGAINST PEOPLES MUST BE COMMENCED BY CUSTOMER WITHIN ONE (1) YEAR OF THE DATE OF THE SERVICE OUT OF WHICH LIABILITY AROSE. FAILURE TO COMMENCE ANY SUCH CLAIM, CAUSE OF ACTION OR LEGAL PROCEEDING WITHIN SUCH PERIOD SHALL CONSTITUTE CUSTOMER'S VOLUNTARY AND KNOWING WAIVER THEREOF.
11. Fires, floods, strikes, lockouts, epidemics, pandemics, accidents, shortages, or other causes beyond the reasonable control of the parties which prevent Peoples from delivering or Customer from receiving any of the services under the Program shall suspend the performance until the cause is removed.
12. Customer represents no knowledge of preexisting line leaks or damage/equipment issues during the last three (3) years. Programs do not cover property damage caused by heavy excavating equipment. The Programs do not include hauling away excess debris. The Programs are not a warranty or insurance policy. All warranties are disclaimed, including the implied warranty of merchantability.
13. Peoples reserves the right, without the consent of Customer, to assign this agreement to, or add as a party to this agreement, any parent, subsidiary or affiliated company or entity of Peoples.
14. No employee, agent or representative of Peoples has the authority to bind Peoples to any oral representation or warranty concerning the services provided unless set forth in writing and signed by an officer of Peoples.
15. You may cancel your participation anytime; however, you may not cancel within twelve (12) months of a covered line/equipment replacement or repair under the Program. To cancel before the twelve (12) months, Customer must reimburse the cost of the line replacement or repair/equipment repair. If Customer moves, coverage under the Programs does not automatically transfer to the new residence nor does coverage transfer to the new owner. Participation is automatically canceled effective the day you cancel your utility service with Peoples.

Gas Service Line Protection Program ("Program") Terms and Conditions

1. The Gas Service Line Protection Program is available to single-family residential premises Customers who own and maintain the underground gas service line which has been taken out of service by the local utility in the event of a leak that is caused by normal wear and tear. The Program covers lines in size up to two inches (2") in diameter and having a maximum length of one hundred twenty-five feet (125'). **Commercial accounts are not eligible for the Program and will not be provided coverage.**
2. The Program covers the gas service line spanning from the gas curb box to the meter and includes labor and materials to repair or replace the main gas service line.
3. The gas service line must be active and in good working order at the time of Customer's enrollment in the Program. Peoples reserves the right to inspect the line for this purpose within sixty (60) days of Customer's enrollment.
4. The Program does not cover: 1) pre-existing leaks or damage prior to commencement of the coverage period, 2) updating, moving or replacing a "non-leaking" line as required by the gas company, local government, and/or changes in law, legislation or regulations, 3) property damage due to lack of service or the cost of temporary service during the repair period, 4) line repair or replacement services for damage resulting from acts of Customer or third parties, terrorism, fire, flooding, subsidence, natural disasters, abuse, vandalism, Acts of God or other abnormal causes due to Force Majeure, 5) extension of the inside gas line over four feet (4') if the utility requires relocation of the gas meter, 6) work on the gas lines inside the home or the extension/relocation of outside gas lines for any reason, 7) separate exterior gas lines running to gas lamps, gas grills, gas patio heaters, gas pool heaters, gas garage heaters, and gas driveway heaters, and 8) removal of items/obstacles in order to gain access to the line.
5. When a line is repaired or replaced, site restoration is limited to backfilling. The Program does not cover restoration of lawns, gardens, trees, shrubbery, walls, fences, paved or concrete surfaces, gravel, and structures.
6. Reconnection of Customer to gas service will occur once Peoples inspects the repaired line.

Gas Underground House Line Protection Program (“Program”) Terms and Conditions

1. The Gas Underground House Line Protection Program is available to single-family residential premises Customers who own and maintain a gas underground house line which has been taken out of service by the local utility in the event of a leak that is caused by normal wear and tear. The Program covers lines in size up to two inches (2”) in diameter and having a maximum length of one hundred twenty-five feet (125’). **Commercial accounts are not eligible for the Program and will not be provided coverage.**
2. The Program covers the gas underground house line spanning from Customer’s gas meter to the foundation of Customer’s house and includes labor and materials to repair or replace the gas underground house line.
3. The gas underground house line must be active and in good working order at the time of Customer’s enrollment in the Program. Peoples reserves the right to inspect the line for this purpose within sixty (60) days of Customer’s enrollment.
4. The Program does not cover: 1) pre-existing leaks or damage prior to commencement of the coverage period, 2) updating, moving or replacing a “non-leaking” line as required by the gas company, local government, and/or changes in law, legislation or regulations, 3) property damage due to lack of service or the cost of temporary service during the repair period, 4) line repair or replacement services for damage resulting from acts of Customer or third parties, terrorism, fire, flooding, subsidence, natural disasters, abuse, vandalism, Acts of God or other abnormal causes due to Force Majeure, 5) repair or replacement of gas lines above ground from the meter to, or the inside of, Customer’s residence, 6) work on the gas lines inside the home or the extension/relocation of outside gas lines for any reason, 7) separate exterior gas lines running to gas lamps, gas grills, gas patio heaters, gas pool heaters, gas garage heaters, and gas driveway heaters, and 8) removal of items/obstacles in order to gain access to the line.
5. When a line is repaired or replaced, site restoration is limited to backfilling. The Program does not cover restoration of lawns, gardens, trees, shrubbery, walls, fences, paved or concrete surfaces, gravel, and structures.

Gas In-House Line Protection Program (“Program”) Terms and Conditions

1. The Gas In-House Line Protection Program is available to single-family residential premises Customers who own and maintain a gas in-house line which has been taken out of service by the local utility in the event of a line break or leak that is caused by normal wear and tear. The maximum coverage Peoples will pay to repair or replace a gas in-house line under the Program is \$1,000. **Commercial accounts are not eligible for the Program and will not be provided coverage.**
2. The Program only covers the gas in-house lines spanning from Customer’s gas meter to the appliance connectors and which are in good working order at the time of Customer’s enrollment. The Program covers only labor and materials to repair or replace a gas in-house line from Customer’s meter to the appliance connectors in the event of a line failure, leak or rupture due to ordinary wear and tear.
3. The gas in-house line must be active and in good working order at the time of Customer’s enrollment. Peoples reserves the right to inspect the line for this purpose within sixty (60) days of Customer’s enrollment.
4. The Program does not cover: 1) pre-existing leaks or damage prior to commencement of the coverage period, 2) updating, moving or replacing a “non-leaking” line as required by the gas company, local government, and/or changes in law, legislation or regulations, 3) property damage due to lack of service or the cost of temporary service during the repair period, 4) line repair or replacement services for damage from acts of Customer or third parties, terrorism, fire, flooding, subsidence, natural disasters, abuse, vandalism, Acts of God or other abnormal causes due to Force Majeure, 5) repair of any exterior or underground piping, 6) movement of the gas meter at the time of repair, 7) replacement of appliances and/or appliance connectors, including but not limited to, range connectors, automatic gas valves at the furnace, thermostats at the hot water heater, house line extensions to gas fireplace valves, gas log lighters, gas logs, gas grills, gas lamps, gas garage heaters, gas pool heaters, gas driveway heaters, and 8) removal of items/obstacles in order to gain access to the line/equipment.
5. When a line is repaired or replaced, basic site clean-up is provided. The Program does not cover restoration of drywall, paint, paneling, ceilings, etc. which were impacted to access the repair.

Water Service Line Protection Program (“Program”) Terms and Conditions

1. The Water Service Line Protection Program is available to single-family residential premises Customers who own and maintain the underground water service line which has been taken out of service by the local water utility in the event of a line break or leak that is caused by normal wear and tear. The Program covers lines in size up to one inch (1”) in diameter and having a maximum length of one hundred twenty-five feet (125’). **Commercial accounts are not eligible for the Program and will not be provided coverage.**
2. The Program covers the water service line spanning from the curb box to the meter and includes labor and materials to repair or replace the water service line.
3. The water service line must be active and in good working order at the time of Customer’s enrollment. Peoples reserves the right to inspect the line for this purpose within sixty (60) days of receipt of Customer’s enrollment.
4. Customer must **first** contact their water company to report the water service line leak. Once the water company has tagged the location of the water leak, Customer must **then** contact Peoples Protection Programs at 1-866-215-1610 to arrange for confirmation, and then line repair or replacement.
5. The Program does not cover: 1) pre-existing leaks or damage prior to commencement of the coverage period, 2) updating, moving or replacing a “non-leaking” line as required by the water company, local government, and/or changes in law, legislation or regulations, 3) property damage due to lack of service or the cost of temporary service during the repair period, 4) repair or replacement of water shutoff valves, 5) line repair or replacement services for damage resulting from acts of Customer or third parties, terrorism, fire, flooding, subsidence, natural disasters, abuse, vandalism, Acts of God or other abnormal causes due to Force Majeure, 6) relocation of the water meter, 7) work on the water lines inside the home or from the meter connection to inside the home, 8) repair of water service lines connected to wells, cisterns, or water systems for pools, hot tubs, sprinklers and other outdoor systems, 9) meter pits/vaults, 10) repair of lines from remote meter pits/vaults to the home, and 10) removal of items/obstacles in order to gain access to the line.
6. When a line is repaired or replaced, site restoration is limited to backfilling. The Program does not cover restoration of lawns, gardens, trees, shrubbery, walls, fences, paved or concrete surfaces, gravel, and structures.

Sewer Service Line Protection Program (“Program”) Terms and Conditions

1. The Sewer Service Line Protection Program is available to single-family residential premises Customers who own and maintain the underground sewer service line which has an active back-up that is caused by normal wear and tear. The Program covers lines in size up to six inches (6”) in diameter and having a maximum length of one hundred twenty-five feet (125’). **Commercial accounts are not eligible for the Program and will not be provided coverage.**
2. The Program covers the sewer service line spanning from the foundation of Customer’s house to the connection at the main sewer line. The sewer service line must have an active back-up in the line as a pre-condition for Customer to file a claim under the Program. Contractor will make every attempt to clear the sewer service line without digging or excavating. The Program covers only labor and materials that are required to repair a sewer service line from Customer’s house to the connection at the main sewer line and only in the event of a line failure or break due to ordinary wear and tear. The sewer service line will only be repaired if there is no reasonable way to clear the line. The maximum amount that Peoples will pay to repair or replace a sewer service line under the Program is \$7,500.
3. The sewer service line must be active and in good working order at the time of Customer’s enrollment. Peoples reserves the right to inspect the line for this purpose within sixty (60) days of Customer’s enrollment.
4. The Program does not cover: 1) pre-existing back-ups or failure prior to commencement of the coverage period, 2) the repair or replacement of sewer lines inside Customer’s foundation and/or inside of Customer’s residence, nor does it cover the movement of working pipes or lines due to recommendations that are provided by the applicable utility, 3) sewer service lines connected to septic systems, leach field/beds, sand mounds or pumping stations, and/or any sewer lines that are not connected to a public sewer system, 4) necessary repairs caused by the infiltration of tree roots, 5) repair or replacement of storm drains and/or rain

conductors even if tied into the sewer line, 6) repair and/or replacement due to dye and/or smoke test failure, nor does it cover repair and/or replacement due to borough/township camera inspection, repair and/or replacement required for the sale of property, and/or a sewer camera inspection, 7) property damage due to back-up of sewer and/or drains, 8) the cost of hauling away excess debris, 9) line repair or replacement services for damage from acts of Customer or third parties, terrorism, fire, flooding, subsidence, natural disasters, abuse, vandalism, Acts of God or other abnormal causes due to Force Majeure, and 10) removal of items/obstacles in order to gain access to the line/equipment.

- When a line is repaired or replaced, site restoration is limited to backfilling. The Program does not cover restoration of lawns, gardens, trees, shrubbery, walls, fences, paved or concrete surfaces, gravel, and structures.

Heating and Cooling Protection Programs (“Program”) Terms and Conditions

- The Heating/Cooling Protection Program is available to Customers who own and maintain heating/cooling equipment for their single-family premises. Each Program enrollment covers one (1) natural gas-fueled heating unit (e.g., a natural gas furnace or hot water boiler) and/or one (1) electric-powered central air conditioning unit that is less than twenty (20) years of age. For Customer houses that have more than one heating and/or cooling system, Customer acknowledges and agrees that the purchase of a single Peoples Heating/Cooling Protection Program shall cover only the primary heating system and/or cooling system. An additional Peoples Heating/Cooling Protection Program agreement may be purchased by Customer for each additional unit. **Multi-unit systems and equipment used for multi-unit housing, mobile homes, and commercial purposes are excluded.** The maximum Peoples will pay to repair or replace equipment covered under the Program is \$500 annually and shall not be liable to Customer for any repair or replacement of equipment in excess of such maximum amount.
- The Program covers only parts in the Coverage Chart (below). Parts not shown in the coverage chart and related labor are not covered. Exclusions include, but are not limited to, heat exchangers, compressors, refrigerant leaks, humidifiers, air cleaners and heat pumps. This Program covers most residential equipment regardless of manufacturer, make, model provided that Peoples and/or its contractors are able to obtain replacement parts for the unit(s). Peoples and its approved contractors shall not be responsible for services provided and parts installed by third parties unless such services were provided and parts were installed in accordance with the manufacturers’ specifications and all applicable laws, codes, rules and regulations. Replacement parts will be selected at the sole discretion of Peoples and its contractors. Peoples reserves the right to make any final decisions regarding the scope and interpretation of the Program.
- All covered equipment must be installed in accordance with the manufacturers’ specifications and all applicable laws, codes, rules and regulations. The Program does not cover any unit that required repair prior to Customer’s enrollment in the Program. Peoples reserves the right to inspect each unit up to sixty (60) days of receipt of Customer’s application and to reject such application if the equipment to be covered is not functioning properly.
- If the furnace part(s) fail as a result of Customer using the air conditioner, the repairs for such failure will only be covered by Peoples if Customer is enrolled in the Cooling Protection Program. The working parts of the furnace will not be covered if Customer only has coverage under the Heating Protection Program.
- The Program does not cover: 1) pre-existing equipment failures prior to commencement of the coverage period, 2) repair for damage from acts of Customer or third parties, terrorism, fire, flooding, subsidence, natural disasters, abuse, vandalism, Acts of God or other abnormal causes due to Force Majeure, and 3) removal of items/obstacles in order to gain access to the line/equipment.

Peoples Heating/Cooling Protection Program Coverage Chart

| Covered Parts Air Conditioners | Covered Parts Furnaces/Boilers | Covered Parts Furnaces Only | Covered Parts Boilers Only |
|---|---|--|---------------------------------------|
| Belts | Circuit Board | Belts | Aquastat |
| Blower Motor | Flue Connector Box | Blower Shaft & Bearings | Circulator |
| Blower Shaft | Fuses | Blower Motor | Coupler |
| Blower Wheel | Gas Valve | Blower Wheel | Gas Regulator |
| Capacitor | Igniter | Fan Control | Low Water Cut-Off |
| Circuit Board | Induced Draft Fan Motor | Pulleys | Pressure Gauge |

| | | | |
|------------------------------------|-----------------------|--|--------------|
| Condenser Cleaning | Limit Control | | Relief Valve |
| Condenser Fan Motor | Main Burner | | Sight Glass |
| Contactactor | Manifold | | |
| External Circuit Board | Pilot Burner | | |
| Fan Blade | Pressure Control | | |
| Fan Control | Regulator | | |
| Fuse | Relay | | |
| Hard Start Kit | Sensors | | |
| Heater Element | Thermocouple | | |
| Pulleys | Thermostat (Standard) | | |
| Relay | Transformer | | |
| Schraeder Caps Schraeder Valves | Vent | | |
| Thermostat (Standard) | | | |
| Time Delay Relay/Timer | | | |
| Transformer | | | |

Exterior Electric Line Protection Program (“Program”) Terms and Conditions

1. The Exterior Electric Line Protection Program is available to single-family residential premises Customers who own and maintain an exterior electric service line which has failed due to normal wear and tear. Coverage for the Program is limited to the main overhead service entrance line from the weatherhead to where the service line enters the home or the underground main service line to where the service line enters the home, including weatherhead, riser, insulator, service entrance line, and meter base. The maximum coverage Peoples will pay to repair or replace the external line under the Program is \$2,000 annually. **Commercial accounts are not eligible for the Program and will not be provided coverage.**
2. The Program covers an active exterior electric service line which is in good working order at the time of Customer’s enrollment. The Program covers only labor and materials to repair or replace an exterior service line in the event of a failure due to ordinary wear and tear. Peoples reserves the right to inspect the line for this purpose within sixty (60) days of Customer’s enrollment.
3. The Program does not cover: 1) pre-existing conditions or damage prior to commencement of the coverage period, 2) electric wiring and components not complying with applicable code, 3) corrections, updating, moving or replacing electric lines or components not in need of repair to meet requirements by the electric company, local government, and/or changes in law, legislation or regulations, 4) electric lines leaving the primary dwelling, 5) appliances, fixtures, smoke and CO detectors, door bells and low voltage systems, 6) nonstandard materials, 7) multi-unit housing, mobile homes, and commercial purposes, 8) removal of items/obstacles in order to gain access to the electric line or components, 9) property damage due to lack of service during the repair period, and 10) repair services for damage from acts of Customer or third parties, terrorism, fire, flooding, subsidence, natural disasters, abuse, vandalism, Acts of God or other abnormal causes due to Force Majeure.
4. When repairs are completed, basic site clean-up is provided. The Program does not cover restoration of exterior walls, siding, landscaping, etc., which were impacted to access and complete the repair. When an underground line is repaired or replaced, site restoration is limited to backfilling.

In-House Electric Line Protection Program (“Program”) Terms and Conditions

1. The In-House Electric Line Protection Program is available to single-family residential premises Customers who own and maintain inside electric wiring which has failed due to normal wear and tear. Coverage for the Program is limited to inside wiring located within the dwelling, from the point of entry into the breaker panel or fuse box, including breakers, boxes, fuses, receptacles, switches and wiring. The maximum coverage Peoples will pay to repair or replace in-house wiring and components under the Program is \$2,000 annually. **Commercial accounts are not eligible for the Program and will not be provided coverage.**
2. The Program only covers active inside electric lines and components which are in good working order at the time of Customer’s enrollment. The Program covers only labor and materials to repair or replace the inside electric line and components in the event of a failure due to ordinary wear and tear. Peoples reserves the right to inspect the line for this purpose within sixty (60) days of Customer’s enrollment.

3. The Program does not cover: 1) pre-existing conditions or damage prior to commencement of the coverage period, 2) electric wiring and components not complying with applicable code, 3) corrections, updating, moving or replacing electric lines or components not in need of repair to meet requirements by the electric company, local government, and/or changes in law, legislation or regulations, 4) electric lines leaving the primary dwelling, 5) appliances, fixtures, smoke and CO detectors, door bells, low voltage systems and underground lines 6) knob and tube wiring, aluminum wiring or other nonstandard materials, 7) multi-unit housing, mobile homes, and commercial purposes, 8) removal of items/obstacles in order to gain access to the electric line or components, 9) property damage due to lack of service during the repair period, and 10) repair services for damage from acts of Customer or third parties, terrorism, fire, flooding, subsidence, natural disasters, abuse, vandalism, Acts of God or other abnormal causes due to Force Majeure.
4. When repairs are completed, basic site clean-up is provided. The Program does not cover restoration of drywall, paint, paneling, ceilings, etc., which were impacted to access and complete the repair.

Line Protection Restoration Program (“Program”) Terms and Conditions

1. This Line Protection Restoration Program (“Program”) is available only to Customers who are currently/actively enrolled in Peoples Gas Service Line Protection Program, Gas Underground House Line Protection Program, and/or Water Service Line Protection Program (the “LP Programs”).
2. This Program covers only the labor and materials for site restoration after a service line repair has been performed under one or more of the LP Programs and is limited to:
Grass Restoration: This Program will cover the restoration of the existing grass or mulch bed located over the area disturbed by any excavation made in conjunction with an LP Program and will include tamping, adding topsoil and either, in Peoples sole discretion, (i) reseeding and covering the reseeded area with straw or (ii) laying sod. Customer is responsible for watering the grass restoration area as reasonably needed.
Concrete or Asphalt Restoration: This Program will cover the repair or replacement of existing concrete or patching of asphalt for items such as driveway sections, sidewalk pads, curbs or walkways that were disturbed by any excavation made in conjunction with a LP Program.
3. Peoples’ obligation under the Program shall be limited to \$1,000 per restoration. If Peoples determines that the cost of a restoration under the Program will exceed \$1,000, Customer will be permitted to choose where to allocate his/her entire restoration allowance (e.g., the entire \$1,000 allowance may be applied to concrete replacement in lieu of grass restoration). Customers choosing to allocate their full allowance to a particular segment of a site restoration project will be required to sign documentation to that effect.
4. All concrete and asphalt work will be performed to the highest of standards for preparation and finishing to prevent cracking, sinking and deterioration under normal conditions. All work will be completed in accordance with all applicable laws, codes, rules and regulations. Peoples is not responsible for cracks in the concrete resulting from freezing, thawing, settling of ground or for damage or deterioration of concrete surfaces which have been subjected to ice thawing materials such as salt. Asphalt patches are not guaranteed. If Peoples performed the original backfill, tamp and reseeding work over the gas or water service line excavation and there is settling that requires more topsoil, tamping and reseeding during the next six (6) months from the original service date, Peoples will take corrective measures such as adding more topsoil/fill, tamping and reseeding. The decision to replace unresponsive grass will be made by Peoples on a case-by-case basis. Grass that dies within the first thirty (30) days of planting will be replaced unless it died as a result of improper care by Customer, lack of reasonable watering, drought, freezing, flooding, fire, abuse, vandalism, subsidence, natural disasters, other acts of nature, or other abnormal causes. Services do not cover any inspections and all concrete/asphalt site restoration work is provided to Customer “AS IS” with no warranty of any kind. This Program does not cover site restoration required as a result of acts of Customer or third parties, terrorism, fire, flooding, subsidence, natural disasters, abuse, vandalism, Acts of God or other abnormal causes due to Force Majeure.