



## E.S.P. Customer Agreement

Effective January 1, 2012

**IMPORTANT:** This pamphlet contains the terms and conditions for all Extra Service Protection (E.S.P.<sup>SM</sup>) service plans available. **Please review the sections that apply to the specific Service Plan you are enrolled in. Only the sections specific to your coverage(s) apply.**

### General Provisions

#### 1. Terms and Conditions Applicable to all Plans

##### 1.1. Company Responsibilities

The Plans (i.e., service contracts) cover specific residential equipment in individual Households and are available to the owner of the property, or to tenants who furnish a lease or other satisfactory proof that they are responsible for the repair of such equipment ("Customer"). Terms, conditions, and pricing are subject to change with prior notice.

Each Plan covers only the repair (not the replacement, overhaul, or preventive maintenance) of selected residential appliances and lines (inside and/or outside) that fail as a result of normal wear and tear, as described in this Agreement. **Enrollment in a Plan constitutes the Customer's acceptance and agreement to the applicable Terms and Conditions.** The Customer's enrollment confirmation letter contains important information, is an integral part of this Agreement, and is incorporated herein by reference.

The Company commitment is that services rendered will be free from defects in workmanship and material and that all the parts used will be new and merchantable. Parts may be replaced with an equivalent make, type or style.

If parts are not available, or if the Company is unable to successfully repair the appliance or line, the Company will provide the Customer with a full refund of all fees paid for the current Service Plan year.

When a service call is placed, the Company will promptly arrange for a qualified technician to repair covered equipment.

Emergency "no heat" service is available 24 hours per day, 7 days per week. However, actual response times may be affected by factors beyond the Company's control such as weather conditions and workload.

The Company will pay for covered repairs only if they are performed and authorized by Company representatives at the Company's express request. The Customer is responsible for the cost of repairs that are not covered by the Plan or that are performed by technicians hired directly by the Customer. The Company will only cover the costs of covered repairs that it can verify are completed. At its discretion, the Company may use qualified contractors to fulfill all or any part of its obligation under the terms of this Agreement or a Plan(s).

In Pennsylvania, Massachusetts and other states not requiring insurance or performance bonds, the obligations of the Company under a Plan are backed only by the full faith and credit of the Company and are not guaranteed by a third party, contract reimbursement insurance policy, or performance bond.

##### 1.2. Eligibility for Service

This Customer Agreement describes Terms and Conditions for all available Plans. **Some of the Plans described in this Customer Agreement may not be available in all areas the Company serves.** The individual Plan(s) the Customer has enrolled in are listed in the enrollment confirmation letter. The Customer may also confirm active enrollment in individual Plan(s) by calling the Company. The Plans cover equipment at the service address(es) specified in the enrollment confirmation letter.

In order to be covered by a Plan, all equipment must: (a) be installed to meet local, state and federal codes; (b) satisfy manufacturer requirements for safe and proper operation; and (c) be in good working condition at the time of enrollment. By permitting the Customer to enroll in a Plan, the Company does not make any express or implied warranties concerning the Customer's existing equipment or conditions. The Company may refuse to provide service or deny enrollment under the Plan if eligibility requirements are not met. At its discretion, the Company also reserves the right to deny reinstatement in a Plan.

Customers must pre-pay for each Plan. Coverage under the Plan will commence after issuance of the first bill, after receipt of the first payment, or 15 days after enrollment, whichever is latest. Coverage under the Plan is suspended at the end of the pre-paid period in the event of non-payment. The Customer must be current on all payments in order to be covered under the Plan. If the Plan is suspended for non-payment, coverage under the Plan will be reinstated 15 days

after payment is received. Any repairs that may be needed prior to the commencement date or while the Plan is suspended for non-payment are not covered by the Plan.

To the extent permitted by law, the Customer will be subject to a late payment charge of \$5.85 or 1.5% per month (A.P.R. 18%), whichever is greater, for all amounts in arrears.

**If the covered Household has more than one appliance of a particular type, (e.g., two furnaces) and only one Plan covering that type of appliance, the Plan will only cover repairs to the first appliance that requires service.**

##### 1.3. Cancellation/Renewal

New Customers may cancel their initial enrollment in a Plan with no obligation within 30 days of the date that this Agreement is mailed to the Customer or the enrollment date, whichever is later, and obtain a full refund less the cost of any service calls made during this period.

**Except as provided in the preceding paragraph, Customers with: Furnace, Boiler, Heat Pump, and Central Air Conditioning Plans have a minimum term of one year.** No refunds will be provided with respect to such Plans for early cancellation and Customers on monthly payment Plans will continue to be responsible for monthly fees for the remaining term of such Plans. All other plans may be cancelled by the Customer at any time with 30 days' notice.

The Company may cancel the Customer's Service Plan(s) with or without cause by providing notice of cancellation. In this case, the Company will mail written notice to the Customer at least 5 days prior to cancellation except where such cancellation is for non-payment, material misrepresentation or a substantial breach by the Customer relating to the covered appliance or its use. The Company shall refund all unapplied Customer payments.

To ensure uninterrupted coverage, Plans will renew automatically unless notification of non-renewal is received prior to the renewal date.

##### 1.4. Customer Responsibilities

Some Plans include service call fees. In these cases the Customer is responsible for paying these fees directly to the Company or its contractor, as directed.

To arrange for repairs, the Customer is required to call the Company and to provide Company representatives with safe and reasonable access to all appliances and lines (inside and/or outside). The Company will cover the costs incurred by Company representatives performing work that is expressly authorized by the Company. The Company will not reimburse the Customer directly for the cost of any repairs.

##### 1.5. General Exclusions

The Plans do not cover preexisting conditions. The Company shall not be responsible for repairing equipment if the Company is unable to obtain the part(s). **In addition, the Plans do not cover repair of any appliances, parts or controls other than those specifically covered by each Plan and will not cover the cost of adding new components to equipment.** The Plan(s) are not for the benefit of anyone other than the Company and the Customer.

**Preventive Maintenance:** The Plans do not cover preventive maintenance or any work intended to prevent equipment failure from occurring in the future, such as seasonal pilot re-lighting, tune-ups, inspections or replacing filters.

**Abnormal Conditions:** The Plans do not cover any materials, parts or labor for repairs which are required as a result of abnormal conditions or events such as: (a) earthquakes, hurricanes, tornados, flooding, fire, or freezing; (b) damage induced by animals, vandalism, owner or operator negligence or misuse; (c) repairs by a third party or the Customer; and (d) a manufacturer's recall, defect or retrofit.

**Limitation of Liability:** To the fullest extent allowed by law, the Company shall not be liable for any special, exemplary, punitive, indirect, consequential or incidental damages or lost profits incurred by the Customer, or anyone else, even if advised of the possibility thereof. To the fullest extent allowed by law, the Company's liability under this Agreement, the Terms and Conditions, the Plan(s) and/or arising from or relating to the services provided thereunder is limited to three times the amount paid under the Plan(s) by the Customer during the previous 12 months. The Company will not be liable for damages or losses incurred by the Customer or anyone else caused by or relating to unavoidable delays, failure to service, unavailability of parts, equipment failure, weather conditions, work stoppage, strike or other circumstances beyond the Company's control.

**Hazardous Materials:** The Plans do not include services which involve the handling, disturbance, or disposal of hazardous or toxic materials, such as lead, asbestos or anti-freeze.

**Code Compliance:** The Plans do not cover bringing non-complying equipment into compliance with local, state, or federal codes. In addition, the Plans do not cover the overhaul or replacement of residential appliances or lines (inside and/or outside).

**Gaining Access:** The Plans do not cover the cost of gaining access to inaccessible appliances, piping or wires or restoration costs such as plaster, drywall, paint, or concrete except as provided in the Terms and Conditions applicable to a specific Plan.

##### 1.6. Severability

If any provision of the Agreement, the Terms and Conditions, or a Plan shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the remaining provisions, which shall remain in full force and effect. Headings/captions are for convenience only. The waiver or failure of the Company to exercise any right in connection with the Plan or these Terms and Conditions shall not be deemed a waiver of any further right thereof.

## 2. Additional Terms and Conditions Applicable to Specific Plans

### 2.1 Heating

#### Furnace or Boiler Basic - Covered Parts/Service

The Plan covers the following parts and brands for one furnace, boiler, or space heater up to a maximum of \$1,500 per rolling 12-month period.

**Covered Brands:** The Plan covers major brands of Standard-Efficiency furnaces, boilers, or space heaters that are not listed in Appendix A.

**Covered Parts/Service:** Air Scoop; aquastat; auto water fill valve; back flow preventer; balancing valve; bearing; blower assembly; blower motor; blower pulley; burner (if available); capacitor; circuit board; circulator; condensate pump; coupler; drain line and trap; drain-off valve; draft inducer (internal); expansion tank (including draining); fan; fan assisted motor and assembly; fan belt; fan control; flame sensor switch; flow check valve; gas valve (on furnace or boiler); ignition control (pilot/primary control, sensor/wiring); internal fuse (excluding circuit breaker); limit control; low water cutoff; operating relay; pilot (standing) and safety assembly; pilot tubing; power pile generator; pressure gauge; pressure regulator (air/gas); purge valve; relay; relief valve (30 lb. pop); switch (emergency, firematic); thermocouple; thermostat; transformer; vent damper & vent valve (at boiler); zoned forced hot air components including dampers; and zone valve and operator.

#### Furnace or Boiler Premium

The Plan covers parts and labor included in Furnace or Boiler Basic for one furnace, boiler, or space heater up to a maximum of \$2,500 per rolling 12-month period, plus additional brands as indicated below.

The Plan also provides a Cash Value Payment when the unit fails as a result of an Excluded Part listed below and the Customer has been enrolled in the Plan for more than 90 days.

**Covered Brands:** The Plan covers most major brands of Standard-Efficiency and High-Efficiency Furnaces or Boilers.

**Covered Parts:** All covered parts listed in Basic plus ECM or equivalent motor.

#### Exclusions and Limitations for Basic and Premium Plans

Exclusions include, but are not limited to:

**Excluded Parts:** Boiler sections and heat exchangers.

**Excluded Brands:** Celtic/Hydro Pulse; HY-TECH/ Paloma Pak; Myson; Voyager/Munchkin; and Sears Kenmore.

**Other Exclusions:** Air ducts and vents; air filters; balancing the system; bleeding air bound systems; chimney maintenance or repairs; draining and refilling of boiler; fuel oil appliances; electronic air cleaners; gas appliances rated at inputs of 400,000 BTU/hr or more; hanging units; humidifiers; piping (water, gas, flue, etc.); radiators; tankless coil water heating systems; units located on a roof; and unit replacement.

### 2.2 Water Heater

#### Water Heater Basic — Covered Parts/Service

The Plan covers the following parts for one Standard-Efficiency Water Heater (tank-based) up to a maximum of \$500 for parts and labor per rolling 12-month period: expansion tank; gas valve; heating element; ignition control; induced draft motor; main burner; pilot assembly; regulator; safety controls; T&P relief valve; thermocouple; thermostat; and tubing.

#### Water Heater Premium

The Plan covers parts and labor included in Water Heater Basic for one Standard-Efficiency or High-Efficiency water heater (tank-based) up to a maximum of \$1,000 per rolling 12-month period.

The Plan also provides a Cash Value Payment when the unit fails as a result of an Excluded Part listed below and the Customer has been enrolled in the Plan for more than 90 days.

#### Exclusions and Limitations for Basic and Premium Plans

Exclusions include, but are not limited to:

**Excluded Parts:** Water heater tank.

**Other Exclusions:** Anode rod; flushing and tankless or tankless coil water heater heating systems.

**Excluded Brands:** Sears Kenmore.

### 2.3 Cooling

#### Central A/C Basic — Covered Parts/Service

The Plan covers the following parts for one electric Standard-Efficiency central air conditioner up to a maximum of \$1,500 for parts and labor per rolling 12-month period: bearing/shaft; belt and pulley; blower assembly; blower motor; blower pulley; capacitors; circuit board; condensate pump, trap, and drain line; condenser motor/fan; contactor switch; delay timer; fan belt; fan control; fan relay; internal fuse (excluding circuit breakers); limit control; motor; line set; operating relay; service valve; schrader valve; thermostat; and transformer.

#### Central A/C Premium

The Plan covers parts and labor included in Central A/C Basic for one electric Standard-Efficiency or High-Efficiency central air conditioner up to a maximum of \$2,500 per rolling 12-month period.

The Plan also provides a Cash Value Payment when the unit fails as a result of an Excluded Part listed below and the Customer has been enrolled in the Plan for more than 90 days.

#### Heat Pump Basic — Covered Parts/Service

The Plan covers one attached Standard-Efficiency (backup) Furnace and one Standard-Efficiency Heat Pump up to a maximum of \$2,000 for parts and labor per rolling 12-month period. This includes all parts, labor, and brands included in Central A/C Basic and Furnace or Boiler Basic plus: contactor; defrost control; defrost sensor; delay timer; high-pressure switch; and low-pressure switch.

#### Heat Pump Premium — Covered Parts/Service

The Plan covers parts and labor included in Heat Pump Basic for one Standard-Efficiency (backup) Furnace and one Standard-Efficiency or High-Efficiency Heat Pump up to a maximum of \$3,000 for parts and labor per rolling 12-month period.

The Plan also provides a Cash Value Payment when the unit fails as a result of an Excluded Part listed below and the Customer has been enrolled in the Plan for more than 90 days.

#### Exclusions and Limitations for Basic and Premium Plans

Exclusions include, but are not limited to:

**Excluded Parts:** Compressor; condenser and evaporator coil; reversing valve; solenoid valve.

**Other Exclusions:** Air ducts; air filters; balancing of system; circuit breakers; electronic air cleaners; geothermal heat pumps; humidifiers; natural gas powered cooling equipment (including ammonia); systems exceeding five tons' capacity; and unit replacement.

**Excluded Brands:** Sears Kenmore.

### 2.4 Inside Line — Gas

#### Inside Line — Gas Basic — Covered Parts/Service

The Plan covers repair or replacement of natural gas lines inside the home that have been found to be leaking by the gas company. The Plan covers gas lines from the outlet side of the gas meter or point of entrance into the home, whichever is further downstream, to the shutoff valve at each appliance located within the home, flexible connectors that attach appliances to valves, and the shutoff valves themselves, up to a maximum of \$2,000 for parts and labor per rolling 12-month period. Gas piping must be ½- to 1¼-inch pipe of a type certified by the American Gas Association, National Fuel Gas Code, or the National Fire Protection Association.

**Excluded Parts:** Corrugated Stainless Steel Tubing (CSST).

#### Inside Line — Gas Plus - Covered Parts/Service

The Plan covers parts and labor included in Gas Basic plus Corrugated Stainless Steel Tubing (CSST) up to a maximum of \$3,000 for parts and labor per rolling 12-month period.

In addition, the Plan provides a reimbursement of up to \$250 for restoration costs such as painting and drywall necessitated by a covered repair, per rolling 12-month period.

#### Gas Line Premium — Covered Parts/Service

The Plan covers parts and labor included in Inside Line - Gas Plus as well as gas piping to appliances located outside the home such as gas grills or lamp posts, up to a maximum of \$3,000 per rolling 12-month period.

In addition, the Plan provides a reimbursement of up to \$250 for restoration costs such as painting, drywall, filling in holes, and raking and seeding necessitated by a covered repair, per rolling 12-month period.

#### Exclusions and Limitations for All Gas Line Plans

Exclusions include, but are not limited to: natural gas meters, including connections and regulators; the cost of replacing incorrectly sized piping systems; multi-family homes sharing a single meter; and moving or updating a gas line which is not leaking to meet applicable codes, laws or ordinances, or because the repair, move or update was recommended by a municipality, manufacturer or gas company.

### 2.5 ApplianceCare

#### ApplianceCare Basic — Covered Parts/Service

The Plan covers parts and labor for up to five kitchen and laundry appliances — refrigerator; range (or separate stovetop and oven); dishwasher; clothes washer; and clothes dryer — up to a maximum of \$500 per appliance per rolling 12-month period. Coverage is subject to a limit of \$1,000 per Household for all appliances per rolling 12-month period. All covered appliances shall be defined at the time of enrollment. Appliances for which the customer has received a Cash Value Payment will not be covered by the Plan.

#### ApplianceCare Plus

The Plan provides service described under the following Plans: Central Air Conditioner Basic or Heat Pump Basic; ApplianceCare Basic; Inside Line - Electric Basic; and Inside Line - Water Basic (see individual Plan descriptions for details).

#### Exclusions and Limitations for Basic and Plus Plans

Exclusions include, but are not limited to: (a) hardware including cabinets, trim wheel, and non-operational components that are not electrical or mechanical; (b) charges for disconnection and reinstallation of unit; (c) accessories, consumable items and peripheral equipment; (d) scratching, denting, rust, corrosion, and scorching; (e) improper use of electrical source or replacement of fuses (except thermal fuses); (f) delivery, unpacking, removal or reinstallation of unit; and (g) ice makers.

## 2.6 Inside Line — Electric

### Inside Line — Electric Basic — Covered Parts/Service

The Plan covers repairs to electrical wiring inside the home up to a maximum of \$2,000 for parts and labor per rolling 12-month period. The Plan covers breaker panels; circuit breakers; doorbells; standard interior copper wiring; standard wall outlets including GFCI; standard wall switches and dimmers; and thermostats, and is only available for Households with an electrical service entrance rated at or below 400 Amps.

#### Exclusions and Limitations

Exclusions include, but are not limited to: appliances connected to the electrical system such as lighting fixtures, ceiling fans, or security systems; the cost of replacing incorrectly sized wiring systems; and moving or updating an electrical line to meet code, law, ordinance, or because the repair, move or update was recommended by the municipal inspector, manufacturer or electric company.

## 2.7 Inside Line — Water

### Inside Line — Water Basic — Covered Parts/Service

The Plan covers leaks to interior copper or plastic water piping and drain lines inside the home and after the meter including: water, sewage, and heating pipes, up to a maximum of \$1,000 for parts and labor per rolling 12-month period.

#### Exclusions and Limitations

Exclusions include, but are not limited to: any appliances or fixtures connected to water lines such as: valves, faucets, well pumps etc.; cast iron or galvanized piping; exterior or underground piping; and the cost of fixing incorrectly sized piping systems.

## 2.8 Inside Line Value Package Basic

The Plan provides service described under the following Plans: Inside Line – Gas Basic and Inside Line – Electric Basic (see individual Plan descriptions for details).

## 2.9 Inside Line Value Package Plus

The Plan provides service described under the following Plans: Inside Line – Gas Basic, Inside Line – Electric Basic, and Inside Line – Water Basic (see individual Plan descriptions for details).

## 2.10 Outside Line — Water

### Outside Line — Water Covered Parts/Service

The Plan covers repair or replacement of a leaking or broken single underground water supply line from the point of connection with the utility's main line to the point of entrance into the home, or a leaking or broken well water line from point of connection between the brass fitting and the pitless adaptor to the point of entrance into the home. Service is limited to a maximum of \$4,000 for parts and labor per rolling 12-month period (including the cost of basic site restoration as described below). After a water supply line is repaired or replaced, the Company will provide basic site restoration service to the affected area limited to public sidewalk repairs, filling in holes, raking and reseeding (up to \$500 for material and labor).

#### Exclusions and Limitations

Exclusions include, but are not limited to: (a) relocation of the meter at the time of the repair or replacement; (b) repairs of meter vaults; (c) pressure tank, pressure switch, storage tank, or any branch lines; (d) submersible pump; (e) electrical line that supplies power from the home to the submersible pump; (f) movement of buried wells to above ground; (g) well equipment or well-related components; (h) water systems for sprinklers, pools, hot tubs and/or other outdoor systems; (i) service lines owned by the utility or connected to a commercial facility, multi-family, mobile home or home situated on a slab; and (j) replacing trees or shrubs or repairing private paved and/or concrete surfaces or structures.

## 2.11 Outside Line — Sewer

### Outside Line — Sewer Covered Parts/Service

The Plan covers repair or replacement of a leaking or broken single underground sewer line from the point of connection with the utility's main line to the point of entrance into the Customer's home, or leaking or broken external sewer drains from the point of connection with the Customer's septic system to the point of entrance into the home. Service is limited to a maximum of \$4,000 for parts and labor per rolling 12-month period (including the cost of basic site restoration as described below), plus an additional \$4,000 for material and labor per rolling 12-month period for public street cutting and repair, if necessary. After a sewer line is repaired or replaced, the Company will provide basic site restoration service to the affected area limited to public sidewalk repairs (up to \$500 for material and labor), filling in holes, raking and seeding.

#### Exclusions and Limitations

Exclusions include, but are not limited to: (a) service to any sewer line not connected to a public sewer system or the Customer's septic system, including leach fields; (b) any sewer lines not owned by the Customer or damage related to the backup of sewers and drains caused by sewer main lines; (c) service to any sewer line connected to a lift station; (d) any branch line and any storm-water line connected to the sewer line or the sewer main line; (e) updating and/or moving non-leaking lines to meet code, law, or ordinances or to satisfy directives of the sewer company/utility, municipality or others; (f) removal of obstacles necessary to access the sewer line; (g) damage to the sewer line that is caused, directly or indirectly, by the Customer, a third party, or a natural disaster; (h) service lines owned by the municipality/utility or connected to a commercial facility, multi-family, mobile home or home situated on a slab; (i) replacing trees or shrubs or repairing private paved and/or concrete surfaces or structures; and (k) grinding pumps.

## 2.12 TotalCare Basic

The Plan provides service described under the following Plans: Furnace or Boiler Basic; Water Heater Basic; ApplianceCare Plus; and Inside Line – Gas Basic (see individual Plan descriptions for details).

## 3. Terms of Authorization for Checking Account/Direct Debit Option

Your access to and use of NIPSCO Retail Services' preauthorization transfer payment program is subject to the following terms and conditions of authorization ("Terms of Authorization") and all applicable laws. These Terms of Authorization apply exclusively to your access to, and use of, preauthorization transfer payment and do not alter in any way the terms and conditions of any other agreement you may have with NIPSCO Retail Services for products, services, or otherwise. YOU MUST AGREE TO THESE TERMS OF AUTHORIZATION TO ENROLL IN THE PREAUTHORIZED TRANSFER PAYMENT PROGRAM. If you chose to use the preauthorization transfer method of payment for the NIPSCO Retail Services Program you are enrolling in, your signature on the Official Acceptance Form will serve as acknowledgement that you have reviewed and accepted these Terms of Authorization. Please retain these Terms of Authorization for your records.

#### Authorization

By selecting preauthorized transfer as your payment method and signing the Official Acceptance Form, you hereby authorize your bank or financial institution to make preauthorized electronic bill payments to NIPSCO Retail Services by debiting the account for which you provided information on the Official Acceptance Form. This authorization will remain in effect until you notify NIPSCO Retail Services in writing to cancel it. Confirmation of your enrollment in the Program can take up to one month.

#### Rejection of Automatic Payments

If your bank or financial institution rejects any specific transfer for any reason, NIPSCO Retail Services may charge a return fee.

#### Canceling Authorization

You may cancel authorization for the automatic transfer by notifying NIPSCO Retail Services in writing to NIPSCO Retail Services, 801 E. 86th Avenue, Merrillville, IN 46410 or by calling 1-866-777-9151. It may take up to one month for your un-enrollment from the preauthorized transfer payment Program to be effective.

#### Variation of Payment

The transfers made through the Program may vary. If there is a variation in the monthly amount to be transferred, NIPSCO Retail Services will provide you a notice of the amount to be transferred in such transfer at least ten (10) days prior to the date of such transfer. You will have the ability to stop payment on such transfer up to three (3) days prior to the date of such transfer.

#### Disclaimer

THE PREAUTHORIZED TRANSFER PAYMENT PROGRAM IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND NIPSCO RETAIL SERVICES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

## 4. General Definitions

**Building** means a detached structure containing one or more Households.

**Cash Value Payment (CVP)** means a payment made directly to the Customer based on the value of an appliance. The value will be calculated by discounting the rolling 12-month coverage limit for the appliance by a fixed percentage for each year the appliance has been in service. The Company will set the fixed percentage for each appliance based on its expected useful life. Customers that receive the CVP are not eligible for a refund or any additional service on the appliance. However, they may apply the coverage to a different or new appliance. The CVP shall not exceed the maximum coverage for the appliance or Plan. **Equipment** means covered appliances, pipes, lines and wires.

**High-Efficiency Furnace or Boiler** means a furnace or boiler with a condensate system to drain water from the appliance, typically into a floor drain or sump pit in the basement.

**Household** means a unique individual residential segment of a Building with one kitchen.

**Plan and Service Plan** mean the particular service contracts in which the Customer is enrolled. Each Service Plan is limited to a single Household.

**The Company** refers to NIPSCO Retail Services.

## 5. Binding Arbitration

To the extent permitted by law, and except for claims for bodily injury or property damage, the Customer and the Company agree to submit any claim or dispute that arises from or relates to this Agreement, applicable Terms and Conditions and/or a **Service Plan that they cannot otherwise resolve** to mandatory, binding arbitration. The arbitration shall be governed by the Federal Arbitration Act and conducted in accordance with the American Arbitration Association Consumer Procedures. (Information about the arbitration process and procedures are available at [www.adr.org](http://www.adr.org).) Claims that are subject to arbitration may also be brought in small claims court by either party. However, the Customer and Company agree that neither party is entitled to join or consolidate claims or disputes, or to act as a representative or member of a class in an arbitration or small claims court proceeding. Claims or disputes that arise from or relate to a **commercial (nonresidential) customer and any claims for bodily injury or property damage that arise from or relate to this Agreement, applicable Terms and Conditions and/or a Service Plan** shall not be arbitrated.

### IMPORTANT INFORMATION CONCERNING DISPUTE RESOLUTION AND ARBITRATION

**DISPUTES THAT ARE ARBITRATED WILL BE RESOLVED BY A NEUTRAL ARBITRATOR, AND NOT A JUDGE OR JURY. IN THOSE CIRCUMSTANCES, YOU GIVE UP THE RIGHT TO ASSERT OR DEFEND YOUR RIGHTS IN A COURT OF LAW, EXCEPT FOR CERTAIN MATTERS THAT MAY BE PURSUED IN SMALL CLAIMS COURT. IN ADDITION, THE PARTIES' RIGHTS OF APPEAL OF ANY ARBITRATION AWARD ARE SIGNIFICANTLY LIMITED COMPARED TO A COURT ACTION. ANY ARBITRATION WILL**

BE CONDUCTED IN ACCORDANCE WITH THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) CONSUMER PROCEDURES. ADDITIONAL INFORMATION ABOUT YOUR RIGHTS, THE ARBITRATION PROCESS AND THE AAA CONSUMER PROCEDURES IS AVAILABLE AT [WWW.ADR.ORG](http://WWW.ADR.ORG).

6. **Appendix A: EXCLUDED BRANDS — Heating**  
The Furnace or Boiler - Basic plan (see section 2.1) does not cover equipment supplied under the following brand names: Baxi.



NIPSCO  
801 East 86th Avenue  
Merrillville, IN 46410  
[www.nipsco.com/esp](http://www.nipsco.com/esp)

For Service Call 1-866-777-9151

Thank you for your business!

Code: YN46-w

**Know How. No Worries.<sup>SM</sup>**