

## Evergy Residential Water Heater Repair Service Terms and Conditions

Water Heater Repair Service is offered by Evergy to qualified residential customers. The monthly fee for Water Heater Service is Six Dollars and Ninety-Nine Cents (\$6.99). Participation in Water Heater is voluntary and occurs at the request of the account holder or any authorized user listed on your account. As used in this Water Heater Service agreement (“Agreement”), the terms “we,” “us” and “our” refer to Evergy; “You” and “your” mean the customer. “Service” means the Water Heater Repair Service program. “Covered Services” means all the items, specified herein, that are eligible for repair or replacement under the terms of the Water Heater Repair Service.

### Water Heater Repair Coverage

Water Heater Repair Service is a service plan that provides reimbursement to customer for the repair or replacement of the Water Heater identified below to the extent that it malfunctions as a result of normal wear and tear, including inherent defects in material. The Service is only available for single-family residential homes, attached garages that share a common meter with the single-family residential homes, condominiums, and manufactured housing with individual electric metering. Your account must be current in order to receive Services.

### **Covered Services**

Services to be provided are repair or replacement of most major parts on tank-based electric, natural gas and propane water heaters, including:

Electric water heaters: Drain valve, temperature/pressure relief valve, upper and lower thermostat, upper and lower element.

Gas water heaters: Burner supply tube and assembly, drain valve, gas valve, pilot light, main burner, supply tube and assembly, temperature control, temperature/pressure relief valve, thermocouple.

### **Repair or replacement reimbursement of Covered Services**

In our sole discretion, we have the option to reimburse for the repair or replacement any Components. Replacement of Components will be with similar devices. If a Covered Service Component is no longer available or is a special-order item, we will accept reasonable substitute of standard commercial availability.

### Limits of Covered Services

#### **Covered Services limits**

There is a 90-day waiting period from the enrollment date before your water heater can be replaced. It is considered a pre-existing condition, and not eligible for replacement, if within 90 days of your enrollment date we determine that your water heater cannot be repaired.

Covered Services are limited to your water heater components required to deliver hot water throughout your home or attached garage. Condominium common areas are not covered. The Service does not cover repairs or replacements required as a result of misuse, abuse, tampering, theft, vandalism, improper installation by someone other than us, applicable plumbing, housing or safety code violations, corrosion, damage from wind, rain, flood, water, ice or any acts of God. The decision that a repair or replacement is not covered for any of these reasons rests solely with us.

We will only pay for like for like replacement of your water heater, we will not pay for an upgrade in capacity or functionality. Where no like for like replacement is available, for example due to obsolescence, we will pay for the purchase and install a standard water heater of the same or similar capacity.

## **Noncovered items**

Noncovered items include:

- Water Heaters that do not meet industry standards
- Any repair to and/or maintenance of the water heater that cannot be performed in a safe manner due to the presence of asbestos or any other environmentally hazardous substance or due to the existence of an unsafe condition
- Pre-existing conditions
- Replacement of the water heater tank within 90 days of enrollment date
- The venting (exhaust and power venting), jacket and interior doors, supply and delivery water piping, wiring and electric service
- Commercial grade water heaters and tanks larger than 100 gallons, tankless systems, rooftop or hanging units, or combination ambient heat/domestic hot water heating units
- Water heaters supplying multiple units within a building or multiple buildings and any facility used for commercial purposes
- Recreational vehicles
- Replacement due to restricted lines and repair or replacement due to water pressure in excess of 80 psi
- Outbuildings not attached to the primary residence
- Updating the water heater to meet code, law or ordinance requirements

## **Repair or replacement \$850 annual limit**

Water Heater coverage is limited to \$850 annually, which begins thirty (30) days after you request Service. We will pay for Covered Services up to \$850, materials and labor inclusive, during each calendar year following the first day of Service, provided the request is made during the term of this Agreement and you have paid for the Service in accordance with this Agreement. Your \$850 annual limit will automatically reset in January of each calendar year regardless of when your first date of Service commenced.

## **Term**

Unless otherwise stated herein, the Service is offered for an initial term of 1 month beginning 30 days after receipt of your Service enrollment request. The Service shall be automatically renewed on a month-to-month basis until you notify us that you elect to discontinue the Service or until we elect to discontinue the Service.

## **Termination of Service**

### **Termination by you**

You may cancel this Service by contacting us within 20 days of your original Service order and receive a full refund or credit to your account for fees paid. After the initial 1-month term, you may cancel at any time by contacting us. Cancellation of Water Heater Service will be effective the date we receive your notification.

### **\$150 reinstatement fee**

If you discontinue your Water Heater Service and wish to re-initiate the Service at the same address at a later date, there will be a \$150 reinstatement fee payable at the time of Service re-initiation. Reinstatement of the Service is at the sole discretion of Evergy.

### **Termination by us**

We reserve the right to discontinue the Service or modify the terms and conditions for the Service at any time for any reason upon written notice to you. Nonpayment for 60 days by you for the Service will result in immediate termination of the Service by us.

## **Service Requests**

To request repair of your water heater, the following process must be followed in the order listed.

1. Contact us directly for all Covered Service claims requests at 816-472-0432 to report the issue and verify annual coverage limit available for reimbursement

2. Hire a licensed and bonded (In Kansas or Missouri as applicable) independent contractor to complete your repairs
3. Submit a copy of original repair receipt on your contractor's letterhead for reimbursement within 30 days of the repair detailing:
  - Contractor's business name, address & phone number
  - Description of issue and parts repaired or replaced
  - Total cost of service
  - Above receipts may be submitted to either
    - [homeprotection@evergy.com](mailto:homeprotection@evergy.com)
    - Evergy - Attn: Home Protection Services  
P.O. Box 418679  
Kansas City, MO 64179-0031

Once your receipt has been received, we will review, contact you with any questions and process your payment.

### **Billing, Payment and Late Fees**

#### **Billing**

All charges for the Service will be included on your monthly electric bill. No Service will be provided unless your Water Heater account balance is current.

#### **Payment**

Payment is due by the bill due date. Your failure to make payment by the due date may result in termination of the Service and may require you to pay the fees and amounts described under "Termination and/or Transfer of Service" above.

#### **Late payment**

Past-due balances shall be assessed a 1 percent late payment charge.

#### **How we apply your Evergy payment**

For electric service customers, our regulated payment application process applies past-due payments first to past-due regulated charges (including electric service and lighting), then to past-due non-regulated charges (including Water Heater Service). Once those are paid in full, the remaining payment is applied to your current regulated charges and finally to your current non-regulated charges. Therefore, to ensure continuous service and protection, you must pay in full and on time. Please note your electric services may not be terminated for failure to pay non-regulated charges.

### **Indemnification, Warranty and Limits of Liability**

#### **Indemnification**

You understand that we are providing you with this Service for which you expressly agree to indemnify and hold us, our parent corporation, affiliates and subsidiaries, together with all officers, directors, employees, agents and authorized independent contractors harmless from and against any and all liability for claims, loss, damage to any personal or real property or injury (including emotional) or death to any persons, unless such loss, damage, injury or death is the direct result of our gross negligence.

#### **Warranty for repair or installation services**

Reimbursement of Covered Services to you by Evergy does not imply any liability for materials, labor or workmanship of the repair or replacement by Evergy. Evergy provides no warranty coverage for any repair or replacement services. Any associated warranty is exclusively the responsibility your contractor's agreement with you.

#### **Limits of liability**

Under no circumstances or legal theory, whether arising in contract, tort, strict liability, warranty, infringement or otherwise, shall we be liable to you or any other person or entity for any indirect, consequential, secondary, incidental, special, reliance, exemplary or punitive

damages, which include but are not limited to: i) any property damage or personal injury arising under this Agreement; ii) any claims or causes of action that arise or are alleged to have arisen as a result of any required condition not made known to us in writing by you prior to any Covered Service installation, repair or replacement; iii) a malfunction or the repair or replacement of such malfunctioning items covered by this Agreement; or iv) any environmental claims, damage or causes of action. This Agreement covers only Covered Services and excludes all others from Water Heater coverage. We do not warrant and will not pay for services that are not covered even if the services are provided by an authorized independent contractor. Notwithstanding anything set forth in this Agreement to the contrary, under no circumstances shall our total liability under this Agreement exceed the sum of all payments made by you to us under this Agreement during the 12 months preceding any claim(s). This section shall survive the termination of this Agreement.

**Privacy Law**

Your enrollment in Water Heater Service means that you are knowingly consenting to and authorizing Evergy to release and share your name, address, phone number, account number and amounts you pay or owe for the Service with our approved independent contractors, in order to provide Service to you.

*The Home Protection Service programs are not regulated by the Missouri Public Service Commission or the Kansas Corporation Commission.*