



A Northeast Utilities Company

2010 GENERAL TERMS AND CONDITIONS

Please retain these terms and conditions for your reference. They can also be found on our website. Go to yankeegas.com/PeaceOfMind.

EQUIPMENT ELIGIBILITY

Each plan covers one unit with a nameplate rating of up to 399,000 BTUs per hour. Equipment covered by all service plans must be listed and approved by the American Gas Association, Underwriters Laboratory, or other nationally recognized testing laboratory. Equipment must be installed in accordance with manufacturer's specifications and with local and state building codes. Equipment must be in good working order on the date your Plan Year begins. Yankee Gas has the right not to cover certain makes and sizes of systems or equipment. If you have already paid for a Residential service plan and your equipment is found not to be eligible, we will refund your payment of the annual fee in full.

SAFE ACCESS

If Yankee Gas is unable to gain safe access to the premises to perform the service requested under the Plan or an annual inspection, we reserve the right to (i) refuse service or inspection until the conditions are made safe and/or accessible and (ii) bill you for the costs incurred at our regular rates for service visits to the premises when access was not safe. A Yankee Gas representative can be sent to the premises to determine whether there is safe access prior to the purchase of the Plan or annual inspection at our regular rates for service visits.

PRE-INSPECTIONS FOR COMMERCIAL SERVICE PLANS

Commercial service plans will only be provided after an initial inspection of the business's equipment is performed by a Yankee Gas service professional and that equipment is acceptable to Yankee Gas.

COVERAGE START DATE

If you are a new customer, your Plan coverage begins five (5) business days after full payment is received and continues for 12 months from that date. If you are a renewing customer, your Plan begins on the day following the expiration date of your previous service contract.

AUTOMATIC RENEWAL AND RIGHT TO CANCEL

ONCE YOU BECOME AN ADVANTAGE PROTECTION SERVICE PLAN CUSTOMER, YOUR SERVICE PLAN CHOICE WILL BE RENEWED AUTOMATICALLY EACH YEAR UNLESS YOU PROVIDE US WITH NOTICE TO CANCEL. WE WILL NOTIFY YOU BY LETTER WITHIN 45 DAYS OF YOUR SERVICE PLAN EXPIRATION, GIVING YOU AN OPPORTUNITY TO CANCEL. YOU MUST CANCEL WITHIN THIRTY (30) DAYS OF THE DATE OF THAT LETTER BY EITHER SENDING US A LETTER OF YOUR DECISION TO CANCEL OR CALLING OUR CUSTOMER SERVICE CENTER, WEEKDAYS DURING NORMAL BUSINESS HOURS, AT 1.800.266.9900 WITHIN THAT TIME PERIOD. REFUNDS WILL NOT BE GIVEN FOR CONTRACTS CANCELLED 60 DAYS OR MORE AFTER INCEPTION. IF THE CONTRACT IS CANCELLED PRIOR TO THE 60-DAY WINDOW AND A SERVICE CALL HAS TAKEN PLACE, NO REFUND WILL BE GIVEN.

ANNUAL INSPECTIONS

Customers are responsible for scheduling their annual inspections. Inspections are performed from April 1 through September 30 only. Customers must allow 5-7 business days to schedule their inspection. Scheduling of inspections is based on workforce availability, so customers are advised to call early in the inspection season to secure an inspection appointment.

To schedule an annual inspection, call the Yankee Gas Customer Service Center, weekdays during normal business hours, at 1.800.989.0900.

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PARTS REPLACEMENT

The decision to repair or replace a defective part and the selection of the replacement part is to be made only by Yankee Gas. Yankee Gas is not responsible for obtaining obsolete or unavailable parts. Yankee Gas Service Plans do not cover equipment replacement.

USE OF CONTRACTORS

Yankee Gas may, at its discretion, use qualified contractors to perform any part of its duties under the terms of your Plan. The decision to utilize qualified contractors is to be made only by Yankee Gas. Any customer who utilizes a contractor to repair his or her heating/water heating system(s) does so at his or her own expense.

TRANSFER OF CONTRACT

In the event you should move or sell your home, your Yankee Gas Advantage Protection Service Plan is non-transferrable.

DELINQUENT ACCOUNTS

Yankee Gas reserves the right not to provide service under any of these plans if you are 90 days delinquent in paying any of your account(s) with Yankee Gas.

CONTRACT CHANGES

Yankee Gas reserves the right to amend this service contract including these terms and conditions at the end of each plan year.

GENERAL TERMS & CONDITIONS

Yankee Gas is not responsible for loss, injury or harm, whether direct or indirect, consequential or incidental, caused by delays, our failure to get parts, work stoppages, or other matters out of our reasonable control. Further, Yankee Gas warrants that the services furnished under the Plan will be free of defects in workmanship under normal use and operation for a period of one year following the date service was provided. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED. THE CUSTOMER SHALL BE LIMITED TO THE WARRANTIES OF THE RESPECTIVE MANUFACTURERS OF ANY OF THE PARTS FURNISHED PURSUANT TO THIS AGREEMENT OR THE PLAN UNDER NORMAL USE AND OPERATION FOR A PERIOD OF 1 YEAR FOLLOWING THE DATE SERVICE WAS PROVIDED.

MONTHLY BILLING OPTION ADDITIONAL TERMS & CONDITIONS

CUSTOMER ELIGIBILITY

The customer's gas account must be current and in good credit standing at the time of monthly billing initiation. Additionally, the customer's account cannot have been placed with the Northeast Utilities Credit and Collections department during the past 12 months.

EARLY CANCELLATION POLICY

Customers who do not make the required 12 monthly payments are subject to an early cancellation fee of \$50. Customers who do not make all 12 monthly payments will no longer be eligible for the monthly billing option.

GENERAL TERMS & CONDITIONS

All of the other general terms and conditions of the Yankee Gas Advantage Protection Service Plan apply.