



DIRECT ENERGY MARKETING LIMITED  
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Call 1-866-374-6299

# DIRECT ENERGY MARKETING LIMITED SURGE PROTECTION PLAN CONTRACT TERMS AND CONDITIONS

|   |              |   |
|---|--------------|---|
| Customer information  |              |   |
| Name:   |              | Phone number:                             |
| Address:  |              |   |
| City:   | Province:    | Postal code:                              |
| Surge Protection plan information   |              |   |
| Plan name:  |              | Plan rate:                                |
| Plan start date:  |              | Terms of Payment: Monthly for 12 months*  |
| Plan end date:  |              | (Completion date)                         |
| Surge Protection plan cost  |              |   |
|   | Monthly cost | *See also Section 4 of the attached Terms |
| Plan cost   | \$           |   |
| GST   | \$           |   |
| Total cost  | \$           |   |
| <div>Buyer's Right to Cancel</div> <p>You may cancel this contract from the day you enter into the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel.</p> <p>If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial/territorial consumer affairs office.</p> <p>If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods.</p> <p>To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or by personal delivery.</p> |              |   |
| Signatures  |              |   |
| Signature: _____ Date Signed: _____   |              |   |
| Seller's Signature: _____ Signed on behalf of Direct Energy Marketing Limited by _____  |              |   |
| Location Signed: _____, Alberta.  |              |   |



# DIRECT ENERGY MARKETING LIMITED SURGE PROTECTION PLAN CONTRACT TERMS AND CONDITIONS

Questions / Comments / Concerns  
– contact Direct Energy at 866-374-6299

## 1. Introduction

These Surge Protection Plan Terms and Conditions are applicable to customers who selected the Surge Protection Plan as part of their Energy Contract offered by Direct Energy Marketing Limited (“Direct Energy” or the “Company”) to customers in Alberta, Canada. By enrolling in the Surge Protection Plan, you (“Customer” or “You”) agree to be bound by these Surge Protection Plan Terms and Conditions. These Surge Protection Plan Terms and Conditions form part of Your Energy Contract with Direct Energy. Any term capitalized but not defined in these Surge Protection Plan Terms and Conditions shall have the meaning specified in Your Energy Contract. To the extent the Surge Protection Plan conflicts with the Energy Contract, the terms of the Energy Contract take precedence.

These Surge Protection Plan Terms and Conditions apply beginning on the Plan Start Date and continue until the Plan End Date.

Coverage under each Plan selected by You begins on the Plan Start Date and continues until the Plan End Date.

In the event that You elect during any Contract period to enroll in any additional Plan(s) or upgrade Your Plan(s), Your "Plan Start Date" will not change, and any Plan(s) selected will keep its or their respective Plan End Date(s). Any Plan(s) added to this Contract will have its own Plan Start Date and Plan End Date, applicable only to that Plan. A new Coverage Letter will be mailed to You to reflect all of Your Plans.

### 1.1 Defined Terms

**"Claim"** refers to a claim made under a Plan as a result of a malfunction, failure, or breakdown covered by the Terms and Conditions of this Contract, as determined by the Company in accordance with the terms and conditions below.

**"Coverage Letter"** refers to the letter(s) You receive from the Company upon enrolling, changing, renewing, or cancelling Your Plan which include information about Your Plan details. Also referred to as the "Welcome Letter", "Renewal Letter", "Cancellation Letter" or "Change Letter", as the case may be.

**"Energy Contract"** means Your residential and/or small business electricity, natural gas or both electricity and natural gas contract with the Company.

**"Plan"** refers to the Surge Protection Plan offered by Direct Energy, which provides coverage for repair or replacement costs of electrical appliances and electronics malfunctions, failures, or breakdowns caused by power surges, as specified in these Terms.

**"Plan End Date"** refers to the date that falls one (1) calendar year after Plan Start Date, as set out on the first page of these Terms as the "Plan End Date" and as listed in your Coverage Letter.

**"Plan Start Date"** refers to the date set out on the first page of these Terms as the "Plan Start Date" and as listed in Your Coverage Letter.

**"Property"** means a single-family residence, including a house, townhouse, condominium, manufactured or modular home, or apartment unit that is anchored to a permanent foundation and has not been moved during the duration of the coverage term. It also includes mobile homes as determined by Direct Energy in its sole discretion. "Property" does not include commercial properties or residences used materially for business purposes.

**"Terms"** or **"Contract"** refers to these Surge Protection Plan Terms and Conditions and the specific conditions and stipulations governing the Plan. For the purpose of this document, "Terms" and "Contract" are used interchangeably.

## 2. Eligibility

The Plan is available to residential customers in Alberta who are customers of Direct Energy Marketing Limited.

## 3. Coverage

The Plan is not a contract for insurance. The Plan and the specific coverage selected by You covers repair or replacement costs for electrical appliances and electronics which malfunction, fail or breakdown as a result of a power surge. Coverage begins on Your Plan Start Date and will renew automatically on the Plan End Date, unless cancelled or terminated according to this Contract. You are only eligible to make a Claim if the covered event occurs on or after

your Plan Start Date. Any renewal shall be deemed to constitute a new Contract.

Covered items include:

- Televisions
- Home theatre
- Sound systems
- Gaming consoles
- Desktop or laptop computers
- Microwaves
- Oven/range/cooktops
- Refrigerators and
- Dishwashers

### Exclusions:

The following items are not covered under the Plan:

- Commercial-grade equipment
- Appliances used in whole or in part as a business

### Coverage Limits:

The coverage limits are as follows:

- Each Claim must pertain to a single surge event but may include multiple items, with coverage capped at \$500 per Claim, regardless of the Plan selection You make; and
- Up to \$1000 or \$2000, depending on Your Plan, for the aggregate of all Claims per Contract year under Your Contract.

The limit is considered on an aggregate basis for each Contract year for the duration of the Contract, regardless of the number of Claims made.

### Duration of Coverage:

Coverage under the Plan begins on the Plan Start Date and continues for one (1) calendar year thereafter. In the event of Contract renewals, the same coverage limits will apply unless otherwise stated for the following Contract calendar year. Upon renewal, Your coverage limit will reset according to the terms of Your selected coverage Plan. Claims with detectable pre-existing conditions will not be covered. A "pre-existing condition" refers to any damage to or malfunction, failure or breakdown of a covered item that existed prior to enrollment in the Plan. Please review Section 5 for more details.

### If You Move:

If You move Your existing Energy Contract to a new address, Your Plan associated with that account will continue to Your new location.

## 4. Monthly Fees

You agree to pay the price specified in the Contract for the chosen Plan (plus applicable taxes) at the intervals described in the Terms of Payment as set out in the first page of these Terms and as described in the Welcome Letter and/or Coverage Letter. Amounts are payable in advance of the period to which they apply. Payments may be paid by credit card or pre-authorized debit. If You do not make a payment on time, You agree interest will be due and payable on any and all outstanding balances at the rate of 1.5% per month (19.56% per annum), compounded monthly. If Your payment does not reach Direct Energy by the Late Payment Penalty Date, as identified on Your invoice, You will be subject to a monthly penalty rate of **1.5%**, resulting in an effective annual rate that may vary but will never exceed **35.24% per year**. The 1.5% charge is a penalty for default, not an arrangement to advance credit to You. Accounts in arrears may result in coverage being withheld until the account is paid in full (including interest). The Company may cancel any Contract without further liability or obligation if the account remains unpaid for sixty (60) days. Payments made under the Plan are non-refundable and coverage under the Plan is non-transferable except as specifically noted herein.

## 5. Claim Process

In the event of a malfunction, fail or breakdown of a covered item as a result of a power surge, the Customer must submit their Claim form to the Company within 30 days of the malfunction, fail or breakdown:

1. Download the claims form by visiting [www.directenergy.ca/surge-protection](http://www.directenergy.ca/surge-protection) or by accessing Your account within the Online Account Manager (OAM). If necessary, You can also call 866-791-1200 for assistance.
2. Following the instructions on the form, have a certified technician assess (technician verification) the damage and provide You with a written repair invoice. You are responsible for the cost of this assessment.

- 3. Email the completed form to the email address identified on the form.
- 4. Your Claim will be reviewed, and You will be notified of the Claim decision by email.

The Company reserves the right to inspect the damaged items and request additional documentation as necessary. If necessary, You can also call 866-791-1200 for assistance.

**Technician Verification:**

- Customers are responsible for having a certified technician sign off on their Claim form.
- The technician's assessment should include the cause of the malfunction, failure, or breakdown a detailed description of the damage and associated repair charges, and if the item is not repairable, an indication as to why.
- Direct Energy will determine the scope of each Claim, whether the Claim is covered, and will assess the Claim in conjunction with the technician assessment.
- The Customer is responsible for answering any questions that come up during the Claims review process.

**Coverage:**

- Direct Energy will repair or replace the damaged item but, at its option, may issue a cheque in the amount of Direct Energy's estimated cost to repair or replace the covered item up to \$500 per Claim toward repair or replacement of the covered item.

**6. Exclusions and Limitations:**

**Direct Energy is not responsible for:**

- Upgrades, modifications, access fees, emergency or after-hours (including weekend) fees, permits, code violations or requirements.
- Equipment or labour costs for manufacturer warranty or recall, commercial-grade equipment, solar or geothermal equipment, disposal, portable equipment (including window units).
- Failure to provide timely service, undersized or inefficient systems, restoration or remediation, cosmetic defects, hazardous materials, leak tests or refrigerant, electronic management systems.
- Living expenses, fixtures, sprinkler systems, missing parts, detectable pre-existing conditions, acts of nature, or any incidental, indirect, or consequential damages, injuries, or losses.
- Concurrent malfunctions in different systems or appliances constitute different Claims.
- Reimbursing You for work performed without Direct Energy's prior written consent.
- If a covered item stops working properly and is still under the manufacturer's warranty, then, according to relevant laws, the manufacturer's warranty will take precedence over this Plan.

**The Plan does not cover damage caused by:**

- Intentional acts or negligence by the Customer.
- Acts of nature including lightning strikes, floods, or earthquakes.
- Pre-existing conditions or damage that occurred before enrollment in the Plan.
- Commercial or industrial equipment not typically used in a residential setting.

By agreeing to these Terms, You acknowledge Your responsibility for ensuring a certified technician's verification of Your Claim and understand that service work is not included.

**7. Renewal**

At the end of each twelve (12) month period following the Plan Start Date, Your Plan will automatically renew for another one (1) year unless:

- You notify the Company in writing within thirty (30) days before the Plan End Date that You do not wish to renew Your Plan; or
- The Company notifies You that Direct Energy will not be offering You renewal of the Plan.

In each case of renewal, Direct Energy will provide You notice at least sixty (60) days prior to renewal of a Plan which may be on new terms or at a new rate. The Company will include the details of Your new Plan in such notice. If You object to the renewal, You may notify the Company of Your decision not to accept the new Plan on at least one month's notice. If You provide such notice at least one month prior to the renewal taking effect, the renewal will not apply, and the applicable Plan will be cancelled as of the Plan End Date. You agree the new Plan will apply in respect of the applicable Property after the

renewal if You do not give proper notice of cancellation.

You hereby agree that any notices sent by Direct Energy to the Property (or to a billing address indicated by the Customer to the Company, if different from the Property, are deemed to be received by You ten (10) days after mailing.

**8. Customer's Additional Cancellation Rights**

In addition to Your cancellation rights set out above, You may cancel this Contract at any time without penalty by providing Direct Energy with a 30 (thirty) days' notice. The cancellation will take effect on the first day of the following month. Should You cancel the Plan while a Claim is in progress, You may forfeit the right to receive the Claim benefit, and such decision to deny such Claim will be in our sole discretion. Cancelling Your Plan will not automatically cancel Your associated Energy Contract.

To cancel, You must give notice of cancellation by contacting Direct Energy at 866-374-6299.

**9. Direct Energy's Cancellation Rights**

In addition to the Company's rights to cancel this Contract or an associated Energy Contract, and regardless of what type of associated Energy Contract You are enrolled in, the Company may cancel one or more of Your Plan(s), without penalty, with thirty (30) days' notice to You, in our sole discretion. The cancellation will take effect on the first day of the following month. Cancelling Your Plan will not cancel Your associated Energy Contract.

**10. Limitation of Liability**

The Company's liability under the Plan is limited to the repair or replacement costs of covered items, as specified in the Coverage Limits, Section 3, up to the maximum aggregate limits specified in Section 3 of these Terms.

IN NO EVENT WILL THE COMPANY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR FOR LOSS OR DAMAGES TO ANY PERSON OR PROPERTY, INDIRECT, CONSEQUENTIAL OR INCIDENTAL ARISING FROM THE USE OR INABILITY TO USE COVERED ITEMS, TO THE EXTENT SUCH MAY BE DISCLAIMED BY LAW, NOR DO THESE TERMS COVER ANY DEFECTS WHICH ARE SUBJECT TO A MANUFACTURER'S OR DISTRIBUTOR'S RECALL, IN-HOME WARRANTY, OR WHICH ARE OR SHOULD BE COVERED UNDER A MANUFACTURER'S, DISTRIBUTOR'S OR BUILDER'S PROGRAM OF REIMBURSEMENT.

**11. Dispute Resolution:**

Each party irrevocably submits to the exclusive jurisdiction of the Court of King's Bench of Alberta for the purpose of any suit, action or other proceeding arising out of the Contract or the interpretation, performance or enforcement hereof, and the parties agree that venue for any such suit, action or proceeding will lie exclusively in such courts. The prevailing party in such suit, action or proceeding will be entitled to reimbursement of all costs of such suit, action or proceeding, including, but not limited to legal fees.

**12. Amendments**

The Company reserves the right, in its sole and absolute discretion, to amend these Terms at any time. Customers will be notified of any changes at least 30 days prior to their effective date.

The Company may, from time to time, choose to stop offering the Plan. If You signed up for a Plan that the Company stops offering, You will remain on that Plan until it is cancelled, terminated or otherwise modified by You or Direct Energy in accordance with this Contract, at which time the Plan will no longer be available to You.

Continued enrollment in the Plan after the effective date of any amendments constitutes acceptance of the revised Terms.

This Contract is non-refundable and not transferable except as specifically noted herein. However, the Company may transfer or assign its rights and obligations under the Contract with written notice to You. After such assignment or transfer, the Company will have no further obligations.

Except as amended in writing by both parties, the Contract constitutes the entire agreement between the parties with respect to the Plan, and supersedes all prior agreements, whether written or oral.

**13. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

**14. Miscellaneous**

The Company will make commercially reasonable efforts to perform our obligations under the Contract. Certain causes and events

outside of the Company's reasonable control ("Force Majeure Events") may prevent us from meeting our obligations under the Contract. This Plan does not cover damage to a cover item that has been damaged, affected, or altered—either directly or indirectly—as a result of a Force Majeure Event.

The Company is not liable for failure to meet its obligations under the Contract due to a Force Majeure Event. Force Majeure Events include but are not limited to acts of nature, fire, flood, earthquake, snow storms, freezing, tornadoes, extreme weather conditions, and/or other natural disasters: war; acts or threats of terrorism; acts of any governmental authority; accidents; accidental and/or deliberate damage; theft; vandalism; strikes; labor troubles; shortages in supply; changes in laws, rules or regulations of any governmental authority; and any other cause beyond our reasonable control.

Except as otherwise expressly provided in the Contract, the Contract is not intended to confer upon any person or entity not a signatory hereto any rights or remedies whatsoever, including, without limitation, any third-party beneficiary rights.

No waiver of any breach of any term or condition of the Contract will constitute a waiver of any subsequent breach.

If any term will be held unenforceable, such term will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Contract will remain in full force and effect.

Written notices sent pursuant to the Contract will be delivered by mail or by email, based on preference, to the applicable signatory at the address set forth by You during enrollment. Notices sent by You to Direct Energy pursuant to the Contract must be delivered by calling Direct Energy at 866-374-6299.

#### **15. Privacy**

Our Privacy policy governs the way we use the information You give us. We only use it to establish and collect money for Your account, to provide the Surge Protection services under this Contract, to meet our contractual obligations with others, for law enforcement activities and to communicate with You about our other services. You consent to us collecting, retaining, using and disclosing Your information in this way unless You contact us and tell us otherwise. Please note that personal information collected in connection with the entering into and performance of this Contract may be transmitted to and processed by service providers outside Canada. To obtain more information about our Privacy Policy, including our policies and practices regarding service providers outside of Canada, or to obtain the contact information for our Privacy Officer, please visit our website at [www.directenergy.ca](http://www.directenergy.ca) or email us at [privacycanada@directenergy.com](mailto:privacycanada@directenergy.com) or call us at the number provided on Your bill.

For purposes of this Section 15 only, "Direct Energy", "Company" "we", "us", and "our" shall also include any current or future franchisor, franchisee, licensee, parent company, subsidiary, third party, or affiliate of the brands that Direct Energy operates under.