

UNION ELECTRIC COMPANY ELECTRIC SERVICE

MO.P.S.C. SCHEDULE NO. 6

1st Revised

SHEET NO. 166

CANCELLING MO.P.S.C. SCHEDULE NO. 6

Original

SHEET NO. 166

APPLYING TO MISSOURI SERVICE AREA

SURGE PROTECTION PROGRAM

PURPOSE

The purpose of the Surge Protection Program (Program) is to provide residential customers surge protection equipment as a means of preventing damage to Standard Residential Equipment. If damage were to occur despite the presence of the equipment, the program provides an opportunity to obtain, subject to Program terms, conditions, and liability limits, repair or replacement of Standard Residential Equipment that is damaged by electrical surges that can enter the residence through the electrical service line.

PROGRAM DESCRIPTION

Eligible customers may enroll in the Program and by doing so, agree to pay a monthly fee. The Company will install a surge protection device backed by a 15-year warranty which will provide compensation to the Participant for repair or replacement of the Participant's Standard Residential Equipment if an electrical surge enters the residence through the electrical service line due to a failure of the device.

AVAILABILITY

Service under this Program is available to permanent 1(M) electric customers served by the Company whose electric meter base allows for the safe installation of the surge protection device, as determined in the Company's sole discretion, and who have not been disconnected for nonpayment for electric service within twelve (12) months preceding their Program application.

DEFINITIONS

Company: Union Electric Company d/b/a Ameren Missouri.

Compensation: sums paid for covered losses as determined in accordance with the terms and conditions of the Manufacturer's Limited Product Warranty if an electrical surge enters the residence and damages a Participant's Standard Residential Equipment.

Manufacturer: the entity manufacturing a surge protection device installed at a Participant's residence.

Manufacturer's Limited Product Warranty: the limited product warranty provided by the manufacturer of the surge protection device installed at a Participant's residence providing coverage for Standard Residential Equipment for a period of 15 years after the device is installed.

Participant: a permanent 1(M) electric customer served by the Company with an installed surge protection device.

Program Terms: the terms and conditions outlined in the Company tariff sheets entitled "Surge Protection Program," together with the terms and conditions of the Manufacturer's Limited Product Warranty.

Standard Residential Equipment: motor driven household equipment covered under the terms and conditions of the Manufacturer's Limited Product Warranty such as HVAC units, refrigerators, clothes washers and dryers, dishwashers, freezers, hard wired fans, and cooking appliances.

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ISSUED BY Martin J. Lyons
NAME OF OFFICER

Chairman & President
TITLE

St. Louis, Missouri
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SURGE PROTECTION PROGRAM (Cont'd.)

MONTHLY CHARGES

Participants will be charged a monthly fee of \$9.95 while participating in the Program. The monthly fee includes a surge protection device for one electric meter and provides, subject to the terms and conditions of the Manufacturer's Limited Product Warranty, the following coverage limits: \$5,000 per appliance, \$5,000 per occurrence, and \$50,000 in the aggregate for all occurrences during the 15-year warranty period. Charges shall begin on the date the surge protection device is installed.

ENROLLMENT; TERM

Eligible customers may enroll via the Company's website, www.AmerenMissouri.com, or by calling the Company's toll-free customer service line. By enrolling in the Program, customers acknowledge that they have read the Program terms reflected in the Program Tariff sheets including the Manufacturer's Limited Product Warranty. Participants may cancel their participation in the Program prior to the initial installation of a surge protection device, which will occur on a date that is ten or more days after enrollment, in which case the surge protection device shall not be installed and no Program charges shall be due. Participants may also cancel their participation at any time after the term of participation begins but cancellations prior to the expiration of twenty-four calendar months following the initial installation of a surge protection device shall obligate the Participant to pay a prorated one-time cancellation fee. The cancellation fee shall equal the product of \$9.95 times the number of calendar months remaining in the twenty-four-month period as of the effective date of the cancellation. Cancellations shall become effective no more than 30 days after notification of cancellation by the Participant. Participants may terminate their participation via the Company's website, www.AmerenMissouri.com, or by calling the Company's toll-free customer service line. The Company reserves the right to cancel the Program at any time. The Company also has the right to terminate a Participant's participation immediately, at any time, with or without notifying Participant, if Participant fails to pay the Program charges, violates any other terms of the Program, or if the surge protection device is damaged or destroyed other than by a surge travelling through the surge protection device. If Company cancels the Program, or cancels a given Participant's participation as outlined above, the Company shall remove the surge protection devices and Program charges. No earlier than 60 days prior to the end of a device's 15-year warranty but no later than the date the device's warranty expires, the Company shall replace the surge protection device with a new device, starting a new 15-year warranty period. Cancellation of the Program or a Participant's participation shall terminate coverage under the Manufacturer's Limited Product Warranty.

ADDITIONAL PROGRAM TERMS

1. By enrolling in the Program and subject to the other Program Terms set forth in the Program tariff sheets, Participants agree the Company shall install a surge protection device, including any related electrical grounding and other related materials, at the electrical entrance to Participant's residence at which the Company provides service to Participant. The surge protection device at all times shall be and remain the property of the Company, and by its application to participate in the Program, Participant grants the Company the right to enter Participant's property at any reasonable time to install, maintain, and remove the surge protection device. Neither Participant nor any person, firm, or entity acting on Participant's behalf shall install, repair, service, modify, remove, misuse, abuse, or otherwise tamper with the surge protection device.

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SURGE PROTECTION PROGRAM (Cont'd.)

ADDITIONAL PROGRAM TERMS (Cont'd.)

2. The Company shall install the surge protection device in accordance with the National Electric Safety Code (NESC). If the Participant's exterior grounding system does not meet the standards of the National Electric Code (NEC) applicable to the customer's jurisdiction, the Company may modify the exterior grounding system to bring it into compliance with those standards. However, the Company is not responsible for, and will not be, evaluating or modifying the Participant's interior grounding system. Interior grounding systems are an important factor in safeguarding the Participant's electrical system and the Company strongly recommends having the interior grounding system of Participant's residence inspected by a licensed electrician and upgraded, if necessary, prior to installation of the surge protection device. The Company may decline to install a surge protection device if, in its sole discretion, it determines that such installation is not feasible based on the condition of the Participant's electrical system.
3. The surge protection device's exterior housing will include a light that illuminates when the surge protection device is functioning properly. Participants should check the light periodically to verify that it is illuminated and should contact the Company via its website, www.AmerenMissouri.com, or by calling its toll-free customer service line if the light is not illuminated.
4. By enrolling in the Program, Participants acknowledge that the surge protection device is designed only to protect Standard Residential Equipment (as defined in Manufacturer's Limited Product Warranty posted at www.AmerenMissouri.com) from destructive surges entering the residence through the protected electric meter and that the surge protection device cannot prevent damage caused by any of the following:
 - a. Surges that do not pass through the surge protection device since indirect surges can enter a residence through many entrances, including sprinkler systems, doorbells, water lines, telephone lines, cable lines, internet lines, buried electronic fences, and exterior metal surfaces, increasing Participant's risk of damage.
 - b. Misuse, abuse, unauthorized servicing, or modifications of the surge protection device.
 - c. Alteration to the electrical system to which the surge protection device is installed.
 - d. Any "over-voltage" that passes through the surge protection device. An over-voltage is any transmission at greater than the normal household voltages and longer than a momentary surge, and may occur when a high-voltage line comes in contact with a low-voltage line or neutral, a telecommunications line, a CATV line, or as the result of a damaged or lost system "Neutral."
 - e. Direct lightning strike(s) to the residence or surrounding property.
 - f. Earthquakes, natural disasters, and acts of God.
 - g. Brownouts, under-voltage, or power outages.
 - h. Any events for which a state of emergency is announced by any governmental authority for Participant's geographic region or jurisdiction.

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SURGE PROTECTION PROGRAM (Cont'd.)

ADDITIONAL PROGRAM TERMS (Cont'd.)

- i. Minor surges that are insufficient to activate the operation of the surge protection device, and
 - j. Other causes of damage not covered by Manufacturer's Limited Product Warranty.
5. The Manufacturer's Limited Product Warranty is solely between Participant and Manufacturer and provides for repair or, if Participant's Standard Residential Equipment cannot be repaired, monetary Compensation in an amount equal to the depreciated value of such equipment, in each case under specific situations where both the Participant's Standard Residential Equipment and the surge protection device are damaged from the same surge as defined by Manufacturer in the Manufacturer's Limited Product Warranty and subject to such Warranty's terms and conditions. Damage to certain types of household electrical equipment is not covered under the Manufacturer's Limited Product Warranty. Participants should reference Manufacturer's Limited Product Warranty for details on specific coverage and exclusions.
6. If a Participant discovers or suspects a destructive surge has traveled through the surge protection device, Participant must make a claim under Manufacturer's Limited Product Warranty. In order to make a valid claim, Participant must
- a. Be current on all payments due under the Program.
 - b. Call the Company's toll-free customer service line within seven (7) days of discovering or suspecting a surge-related problem. The Company will contact Manufacturer on Participant's behalf to begin processing the claim.
 - c. Permit the Company, Manufacturer, or its authorized representative to inspect the surge protection device and any appliance or equipment for which Participant files a claim and submit any requested documentation regarding the claim in the timeframe required. Manufacturer's Limited Product Warranty applies only if a destructive surge has passed through the surge protection device and caused failure of that device. UNDER NO CIRCUMSTANCES SHOULD PARTICIPANT ATTEMPT TO REMOVE THE SURGE PROTECTION DEVICE.
 - d. Provide any written estimate requested by Manufacturer or its authorized representative regarding damage to any appliance or equipment and cost of repairing that damage or replacing the appliance or equipment in the timeframe required by Manufacturer.
7. Disclaimer of Warranties: BY ENROLLING, PARTICIPANTS ACKNOWLEDGE THAT THEY UNDERSTAND THAT THE SURGE PROTECTION DEVICE IS PROVIDED 'AS IS' AND THE EXTENT TO WHICH A PARTICIPANT HAS REMEDIES DEPENDS ON WHETHER A LOSS (DAMAGE TO PARTICIPANT'S STANDARD RESIDENTIAL EQUIPMENT) IS COVERED UNDER THE TERMS AND CONDITIONS OF THE MANUFACTURER'S LIMITED PRODUCT WARRANTY. THE COMPANY DISCLAIMS ALL WARRANTIES CONCERNING, AS TO, OR ON THE SURGE PROTECTION DEVICE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Company is not an insurer, and Participants assume all responsibility for taking any action and obtaining any insurance necessary or appropriate to prevent or to cover property losses and/or personal injury or death that could result from any power surge or loss of electric, telephone, or cable/satellite service, especially in connection with medical, health-care and life-support equipment.

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SURGE PROTECTION PROGRAM (Cont'd.)

ADDITIONAL PROGRAM TERMS (Cont'd.)

- 8. Limitation of Liability: The Company is not liable for any property damage or personal injury or death resulting from or in any way related to the operation or any alleged malfunction of the surge protection device. The Company's liability to a Participant is limited to its duty to install the surge protection device. Participants accept the risk that the surge protection device cannot protect against all surges, and agree that the occurrence of a surge or surges shall not constitute a breach by the Company and shall not give Participant any claim or right of set-off against the Company. Participants also agree that the Company's total liability to a Participant for any damages arising from Program participation shall not exceed the amounts a Participant has paid the Company for Participant's Program participation. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, OR ANY ECONOMIC LOSS.
- 9. Participants waive all rights to any billing adjustments arising from a claim that the participant's electric service would be at a lower cost had the Participant not participated in the Program for any period of time.
- 10. Any Participant who terminates Program participation after the surge protection devices was installed must wait three (3) months without participation to re-enroll in the Program.
- 11. A Participant's electric service shall not be disconnected for failure to pay the Program subscription fee, but Participant is subject to removal from the Program and will be charged the cancellation fee from the date of the last payment made upon missing two (2) consecutive payments and failing to remedy the missed payments upon notification by the Company.
- 12. If a Participant transfers their electric service from a residence where a surge protection device is installed to a new residence to which Company provides electric service, and if the Participant desires to continue participation in the Program, the Company shall install a new surge protection device at the new residence, starting a new 15-year warranty period. Such installation shall be considered an initial installation of a surge protection device under the Enrollment; Term provisions outlined above.
- 13. Otherwise eligible Customers with electric service at a premise rented by the Customer may participate in the Program upon submission of the premise owner's written permission allowing the Company to install the surge protection device in the premise's meter box.
- 14. In addition to the Program terms, all other terms and conditions of the Participant's applicable standard service classification tariff and the Company's General Rules and Regulations shall apply to the Participant's participation in the Program.

GENERAL RULES AND REGULATIONS

In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to service supplied under this Program, except as specifically modified herein.

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