

## GENERAL RULES

### 21. Liability

#### 21.1 Continuity of Supply

The Company will endeavor at all times to provide a regular and uninterrupted supply of service, but in case the supply of service shall be interrupted or irregular or defective or fail from causes beyond its control or through ordinary negligence of employees, servants or agents the Company will not be liable therefor.

The Company may, without liability therefor, interrupt service to any Customer or Customers in the event of emergency threatening the integrity of its system, if, in its sole judgment, such action will prevent or alleviate the emergency condition.

Notwithstanding other limitations of liability contained in this tariff, the Company will compensate Customers for losses, of the type and to the extent set forth below, which result from power failures attributable to malfunctions in the Company's lines and cable of 33 kV or less and associated equipment as set forth below.

The Company will reimburse residential Customers served directly under SC 1 and SC 7, and those served indirectly under SC 8, SC 12, and SC 13, as follows: (1) for actual losses of food spoiled due to lack of refrigeration, up to \$200 upon submission of an itemized list and over \$200 upon submission of an itemized list and proof of loss, up to a maximum of \$450 for any one Customer for any one incident; and (2) for actual losses of perishable prescription medicine, spoiled due to lack of refrigeration, upon submission of an itemized list and proof of loss and, if requested by the Company, submission of authorization to enable the Company to verify the claimed loss.

The Company will reimburse Customers under other SCs for actual losses of perishable merchandise spoiled due to lack of refrigeration, upon submission of an itemized list and proof of loss, up to a maximum of \$9,000 for any one Customer for any one incident.

The Company's total liability under this section is limited to \$15,000,000 per incident. In the event the total aggregate amount claimed under this provision exceeds \$15,000,000, the approved amounts of individual claims will be adjusted downward on a pro rata basis to the extent required to hold payments to a total of \$15,000,000. All claims under this section must be filed with the Company within 30 days from the date of occurrence.

## GENERAL RULES

### 21. Liability - Continued

#### 21.1 Continuity of Supply - Continued

The Company shall be held responsible under the terms of this provision for losses of power attributable to malfunctions in its lines and cable of 33 kV or less and associated equipment when the condition persists for a period in excess of 12 hours or when the same Customer is subjected to two or more such conditions aggregating 12 hours or more within a 24-hour period, except as specified. The Company shall not be held responsible under the terms of this provision for losses of power attributable to the following: (a) equipment associated primarily with lines of higher voltage or with the generation of electricity, (b) meters furnished by a Meter Service Provider or owned by the Customer, (c) deficiencies in generation or transmission facilities, (d) directives from the NYISO, and (e) conditions beyond the Company's control, such as storms, floods, vandalism, strikes, or fires or accidents external to the Company's operations, as long as reasonable efforts are made to restore service as soon as practicable, provided, however, that conditions of high or low temperature or humidity contributing to a malfunction of the Company's lines and cable of 33 kV or less shall not be considered a condition beyond the control of the Company.

This provision shall not affect the Company's liability for damages resulting from its gross negligence or willful misconduct.

#### 21.2 Intentional Disconnection of Service of an Individual Customer Made in Error

The Company will reimburse residential Customers served directly under SC 1 and SC 7, those served indirectly under SC 8, SC 12, and SC 13, and any other residential Customers, whether directly or indirectly served, for losses actually sustained, not to exceed \$100 for any one Customer for any one incident, as the result of an intentional disconnection of service of an individual Customer made in error lasting more than 12 hours, when such losses consist of the spoilage of food or medicine for lack of refrigeration.

The Company will reimburse Customers served under other Service Classifications for losses actually sustained, not to exceed \$2,000 for any one Customer for any one incident, as the result of an intentional disconnection of service of an individual Customer made in error lasting more than 12 hours, when such losses consist of the spoilage of perishable merchandise for lack of refrigeration.

All claims under this section must be filed within 90 days of the date of the erroneous intentional disconnection of service.

## GENERAL RULES

### 21. Liability - Continued

#### 21.3 Customer's Equipment

Neither by inspection or non-rejection, nor in any other way, does the Company give any warranty, expressed or implied, as to the adequacy, safety or other characteristics of any structures, equipment, wires, pipes, appliances or devices owned, installed or maintained by the Customer, leased by the Customer from third parties, or furnished by a Meter Service Provider or a Meter Data Service Provider.

#### 21.4 Company Equipment and Use of Service

The Company will not be liable for any injury, casualty or damage resulting in any way from the supply or use of electricity or from the presence or operation of the Company's structures, equipment, wires, pipes, appliances or devices on the Customer's premises, except injuries or damages resulting from the negligence of the Company.

#### 21.5 Selection of Service Classification

The Company will endeavor to assist a Customer in the selection of the Service Classification which may be most favorable to the Customer's requirements, but in no way can the Company make any warranty, expressed or implied, as to the rates, classifications or provisions favorable to the future service requirements of the Customer.