



An Exelon Company

Dear Customer/Claimant,

It is unfortunate you sustained a loss. You may file a claim to seek recovery of your damages; however, please review the information below concerning Potomac Electric Power Company's (PEPCO) liability limitations, documentation requirements, and claims handling procedures prior to completing the Claim Form. The Claim Form is a request for information only and does not constitute any admission of liability on the part of PEPCO.

LIABILITY LIMITATIONS AND TARIFFS

As a regulated public utility, PEPCO's liability is limited under the law, and, as such, the Company is not legally responsible for certain losses in the same manner as unregulated companies. For example, Pepco is not liable for losses caused by service interruptions or voltage irregularities in the absence of willful negligence. The General Terms and Conditions under which PEPCO is governed can be viewed in their entirety on the Company's website at:

<https://www.pepco.com/MyAccount/MyBillUsage/Pages/RatesTariffs.aspx>

Pepco's Electric Distribution Tariff, General Terms and Conditions for Furnishing of Electric Service in the **District of Columbia**, Electric--P.S.C. D.C. No. 1, Second Revised Page No. 7, § 2(d) states in relevant part:

The Company is not liable for any loss, cost, damage or expense to any Customer, applicant or supplier occasioned by any failure to supply electricity or by the interruption, reversal, reduction, surge or fluctuation in the supply of electricity caused by events or circumstances beyond the control of the Company, or by any cause except willful default or willful neglect on its part, and the Company will in no event be liable for any loss, cost, damage or expense attributable to business interruptions, loss of profits, or other special or consequential damages resulting from a failure, interruption, reversal, reduction, surge or fluctuation in the supply of electricity.

Pepco's Electric Distribution Tariff, General Terms and Conditions for Furnishing Electric Service in **Maryland**, Electric--P.S.C. Md. No. 1, Original Page 7, Paragraph 2(d) states in relevant part:

The Company is not liable for any loss, cost, damage or expense to any Customer, applicant or supplier occasioned by any failure to supply electricity or by the interruption, reversal, reduction, surge or fluctuation in the supply of electricity caused by events or circumstances beyond the control of the Company, or by any cause except willful default or willful neglect on its part, and the Company will in no event be liable for any loss, cost, damage or expense attributable to business interruptions, loss of profits, or other special or consequential damages resulting from a failure, interruption, reversal, reduction, surge or fluctuation in the supply of electricity.

Examples of Other Limitations:

- Claims for service interruptions or damages resulting from weather related events (i.e., "Acts of God"), tree or wildlife contact, equipment failures, vandalism, scheduled outages, normal operating procedures, or any cause beyond our reasonable control, will not be reimbursed by PEPCO.

- Claims resulting from acts of third parties, such as damages caused by contractors or motor vehicle pole hits, are not compensable by PEPCO.
- If a contractor working on behalf of PEPCO caused damage to your property, the claim will be referred to the contractor for handling. Contractors are responsible for their own operations and should carry liability insurance for such claims. PEPCO will assist our customers by directing them to the appropriate contractor; however, PEPCO has no authority over how the contractors and/or their liability insurance carriers handle and/or resolve claims.
- Claimants have a duty to mitigate damages and minimize losses.

Please keep in mind if PEPCO is not legally responsible for your damages, you may have an insurance policy that covers your loss. You are encouraged to contact your insurance carrier for specific coverage information.

PROOF OF DAMAGES - DOCUMENTATION REQUIREMENTS

You must provide proof of your alleged damages as well as the cause of the damages with the submission of your Claim Form. Examples include: invoices, bills, receipts, estimates, statements, photos, and any other information which can substantiate your claim. A final decision will not be rendered until such proof has been received.

You are responsible for retaining your own contractors for the **purposes of determining the nature and extent of damages to your property** allegedly damaged due to PEPCO's operation. You are also responsible for retaining your own contractors for the **purposes of repairing or replacing your property** allegedly damaged due to PEPCO's operation. PEPCO does not recommend any contractors. ***There is one notable exception to this policy - PEPCO will in most instances handle the property restoration of secondary damages caused by us while we were in course of completing our work (Example – PEPCO truck left “ruts” in your lawn).**

If your claim is for property restoration, provide photographs of the damage. We may request you provide written estimates from two contractors at later date if necessary.

If your claim is for property damage repair (e.g., appliances, electronics, or HVAC), a written estimate or repair bill must be provided. If you choose not to repair, a written estimate is still required. If an item is not repairable, provide a written statement from a certified repairperson stating the cost to repair would exceed the cost to replace, along with a copy of the original purchase receipt, and a written estimate or bill for the replacement cost.

If your claim is for spoiled food, medicine, or other perishable merchandise, items should be inventoried, photographed, and then disposed of in accordance with best sanitation practices. In addition, provide itemized prices, a total for all items, as well as any purchase receipts.

If your claim is for the repair of a vehicle, provide photographs of the damage and written estimates from two repair shops. Photographs of the incident scene at the time of occurrence would be helpful as well if available.

If your claim is for lost wages, provide paystubs from the two pay periods immediately prior to the incident.

If your claim is for loss of business income, provide complete tax returns from the past two years.

Photographs should be taken of all damaged property at the time event occurs or when discovered, and before items are discarded. All invoices, bills, receipts, estimates, and statements submitted for consideration must be written on company letterhead. Requests for such proof shall not be construed as an agreement to pay a claim. PEPCO reserves the right to inspect or request an independent appraisal of damaged property for the purposes of evaluating the validity of the claim and determining fair and reasonable repair cost or value. Should PEPCO choose not to inspect, such decision shall not constitute a waiver of any of PEPCO's rights, nor any implied agreement as to the fair and reasonable repair cost or value of damaged property. Depreciation is taken on replacement items and payments are based on actual cash value.

CLAIM FILING AND HANDLING PROCEDURES

Completed Claim Forms with Proof of Damages may be emailed to pepcoclaims@exeloncorp.com or mailed to: PEPCO Claims Department; 701 Ninth Street, N.W. EP4204; Washington, DC 20068. Upon receipt, a claim will be opened and assigned to a Claims Case Manager who will contact you to confirm your filing has been received; and will advise if any additional information or documentation is needed to process your claim.

The Claims Case Manager will conduct an impartial investigation and render a decision on your claim in approximately 2 to 4 weeks. The investigation may include field inspections to verify and/or evaluate damages claimed and to obtain such other proof as may be required by the circumstances of each case. Damaged items may need to be examined, so do not dispose of them until we have authorized you to do so. We will notify you when a decision has been reached on your claim. If you have questions regarding our proposed resolution, District of Columbia residents may pursue an inquiry through the District of Columbia Public Service Commission (<https://dcpsc.org/>). Likewise, Maryland residents may contact the Maryland Public Service Commission (<https://www.psc.state.md.us/>) to address any concerns.

Customers are cautioned not to withhold payment of electric bills while awaiting a decision from the Claims Department. Failure to make timely payments could result in disconnection of your service for non-payment.



CLAIM FORM

For Office Use Only
Claim #:

CONTACT, ACCOUNT, AND INSURANCE INFO - PLEASE PRINT LEGIBLY AND USE BLACK OR BLUE INK

Name or Business/Contact Person/Title

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Daytime Phone Number(s)

Email Address

PEPCO Account Number (If applicable)

Street Address/Apartment or Suite Number (If applicable)

City, State, Zip Code

Property Owner's Name/Phone Number (If Tenant)

Insurance Carrier/Claim Number/Adjuster/Phone Number

INCIDENT DETAILS

Date/Time

Weather Conditions

Street Address/Location

City, State, Zip Code

Briefly describe what happened. If known, include the names and contact information of Company employees, contractors, or witnesses. **Attach additional paper if more space is needed.*

DAMAGE SUMMARY

Provide itemized list and attach supporting documentation which includes cause and extent of damages.

| ITEM DESCRIPTION | MAKE | MODEL | SERIAL NUMBER | PURCHASE DATE | PURCHASE PRICE | REPAIR OR REPLACEMENT COST |
|---|------|-------|---------------|---------------|----------------|----------------------------|
| | | | | | | |
| | | | | | | |
| TOTAL AMOUNT OF DAMAGES CLAIMED \$ | | | | | | |

"I declare under penalty of law the above information is true and accurate to the best of my knowledge."

Claimant's Signature

Date

This form is a request for information only and does not constitute any admission of liability on the part of Exelon or any of its Affiliates.

Completed Claim Forms with Proof of Damages may be emailed to pepcoclaims@exeloncorp.com or mailed to: Claims Department EP4204; PEPCO; 701 Ninth Street, N.W.; Washington, DC 20001.