



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 Delmarva Power's 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 Delmarva Power.

LIABILITY LIMITATIONS AND TARIFFS

As a regulated public utility, Delmarva Power's liability is limited under the law, and, as such, the Company is typically not legally responsible for losses caused by service interruptions or voltage irregularities. The Tariffs under which Delmarva Power is governed can be viewed in their entirety on the Company's website at:

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

The **Delaware Electric Tariff** states in relevant part:

SECTION X - CONTINUITY OF SERVICE BY COMPANY

A. Company Liability

The Company does not guarantee continuous uninterrupted electric service and shall not be liable for any loss, cost, damage or expense to any person occasioned by any change in, interruption or phase reversal of the Company's electric service due to any cause beyond the reasonable control of the Company.

Similarly, the **Delaware Gas Tariff** states in relevant part:

SECTION X - CONTINUITY OF SERVICE BY COMPANY

A. Company Liability

The Company does not guarantee continuous uninterrupted gas service and shall not be liable for any loss, cost, damage, or expense to any person occasioned by any change in, interruption and/or resumption of the Company's gas service due to any cause beyond the reasonable control of the Company.

The **Maryland Electric Tariff** states in relevant part:

SECTION X - CONTINUITY OF SERVICE BY COMPANY

A. Company Liability

1. The Company does not guarantee continuous uninterrupted electric service and, except as provided herein, shall not be liable for any change in, interruption, phase reversal, or resumption of service. The Company shall not be liable to Customers, their directors, officers, employees, agents, or contractors, for any loss, cost, damage, expense, or any other liability (all of which shall be considered "Damages") regardless of whether such Damages are considered direct, indirect, incidental, special, consequential, exemplary or punitive Damages or to arise in contract or in tort, or any other cause of action, except as caused by the gross negligence or willful misconduct of the Company and only to the extent caused by the Company.

2. The Company shall not be liable for any delay of performance, failure to perform or failure of equipment for any cause other than the gross negligence or willful misconduct of the Company, and shall not be liable for Damages from causes beyond its reasonable control including but not limited to: acts of God, storm, fire, flood, lightning, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company; acts or omissions of other entities; preemption of existing service in compliance with national emergencies; insurrections; wars; riots; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages or other labor difficulties.

The Company shall not be liable for any act or omission of any entity furnishing the Company or the Company's Customers goods, services, equipment or other products to be delivered through the Company's facilities or to be used in conjunction with goods, services, equipment of other products furnished by the Company. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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 Delmarva Power.
- Claims resulting from acts of third parties, such as damages caused by contractors or motor vehicle pole hits, are not compensable by Delmarva Power.
- If a contractor working on behalf of Delmarva Power 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. Delmarva Power will assist our customers by directing them to the appropriate contractor; however, Delmarva Power 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 Delmarva Power 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 cause and extent of damages to your property** allegedly damaged due to Delmarva Power's operation. You are also responsible for retaining your own contractors for the **purposes of repairing or replacing your property** allegedly damaged due to Delmarva Power's operation. Delmarva Power does not recommend any contractors. ***There is one notable exception to this policy - Delmarva Power will in most instances handle the property restoration of secondary damages caused by us while we were in course of completing our work (Example – Delmarva Power 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. Delmarva Power 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 Delmarva Power choose not to inspect, such decision shall not constitute a waiver of any of Delmarva Power'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 dpclaims@exeloncorp.com or mailed to: Claims Department 92DC39; Delmarva Power, P.O. Box 6066; Newark, DE 19714-6066. 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, Delaware residents may pursue an inquiry through the Delaware Public Service Commission (<https://depsec.delaware.gov/>) and/or the Delaware Division of the Public Advocate (<https://publicadvocate.delaware.gov/>). 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 and/or gas bills while awaiting a decision from the Claims Department. Failure to make timely payments could result in disconnection of your service(s) 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
(____)____(____)____
Daytime Phone Number(s)

Email Address

Delmarva Power 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.

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