

PSC NO: 10 – Electricity
Consolidated Edison Company of New York, Inc.
Initial Effective Date: 11/01/2011

Leaf: 171
Revision: 0
Superseding Revision:

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.

Issued by: Robert N. Hoglund, Senior Vice President & Chief Financial Officer, New York, NY