

Home Protection Plus®

Contract Information

2009 – 2010 Coverage



Please read and save this information about the **Home Protection Plus®** program.



Before calling for service on your furnace, please check that:

1. Thermostat is set on "heat" position and set above room temperature.
2. On/off switch at the side of furnace is set to "on."
3. Circuit breaker/fuse is set/working.



Date _____ Service Performed _____ Tech. Initials _____

For service, call 1.800.556.0011. Home Protection Plus is not regulated by the Michigan Public Service Commission.

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Home Protection Plus®

Welcome to Home Protection Plus®

Home Protection Plus® is not regulated by the Michigan Public Service Commission. For service requests, contract questions or any other program information, please call:

800.556.0011

Or visit our Web site at
hpps-services.com

Home Protection Plus Plans	Covered Appliances	
Core	Furnace	Water Heater
Kitchen	Furnace Refrigerator	Water Heater Range/Oven
Laundry	Furnace Clothes Washer	Water Heater Clothes Dryer
Ultimate	Furnace Refrigerator Clothes Washer Central A/C	Water Heater Range/Oven Clothes Dryer
Platinum	Furnace Refrigerator Clothes Washer Microwave Central A/C	Water Heater Range/Oven Clothes Dryer Dishwasher Freezer

Thank you for your participation!

Please note: These Terms and Conditions were revised in September 2009

Contract Information

Thank you for choosing to cover your appliances with **Home Protection Plus®**, a new and improved program administered by MichCon, a DTE Energy Company. This booklet provides important information about your **Home Protection Plus®** coverage. Please read and save for future reference.

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Eligibility Requirements

1. MichCon's **Home Protection Plus®** (The Plan) applies to owners or tenants of **residential dwellings with no more than three units on one heating system, or any residential dwelling with a separate heating system for each unit**. Depending on the coverage selected, The Plan will cover specific repairs to the following appliances: furnace or boiler; water heater; range/oven; refrigerator; clothes washer; clothes dryer; central air conditioning; vented space heater; vented fireplace logs; microwave; freezer; dishwasher.
2. Homes with a boiler must include the add-on boiler option. Homes with more than one furnace, boiler or A/C system must purchase coverage for each additional appliance. Term/Termination:
 - a) The term of this Contract will begin **fifteen (15) days** after MichCon processes your enrollment and will continue for one (1) year ("Contract Year"). To ensure that the residence is continually covered, this Contract will automatically renew for additional one-year periods unless you cancel by providing MichCon with 30 days notice prior to the end of the Contract Year or until otherwise terminated as set forth below.
 - b) **Your coverage will remain in effect only by keeping your payments up to date.** This includes payments for any other services or goods owed to MichCon and/or its affiliates. If you are delinquent in these payments, service under this program will be denied and/or the Contract terminated at MichCon's discretion without notice.
 - c) You may not cancel this contract during the contract year if you have had service. Service is defined as having received a Home Protection Plus covered repair as outlined in this document, or a diagnostic assessment of an appliance. **If you wish to cancel, you will be responsible for the lesser**

amount of the remaining installments, or the cost of the service that you have already received. If you have not had service, you may request cancellation using either of the following methods.

1. *Telephone* – You may request cancellation by contacting Home Protection Plus at **800.556.0011**
2. *E-Mail* – Send written request with reason for cancel to: **hpp_service@dteenergy.com**.

Cancellation will become effective after MichCon has processed your request to cancel coverage.

- a) Home Protection Plus coverage is not transferable to a different location. Should you move during a term of coverage, upon notification, we will begin a new 12 Month service agreement at your new location.
 - b) MichCon may cancel this Contract at any time, with or without cause. If you have prepaid your annual fee in full and MichCon cancels the Contract prior to the end of the Contract year, you may receive a *pro rated* refund of the fee.
3. **Service coverage is available fifteen (15) days after enrollment is processed. Pre-existing conditions, as determined by MichCon or authorized contractor, are not covered by this Contract.**
 4. All equipment covered by this Contract must meet Code requirements, be reasonably **clean and safely accessible**, and in good operating condition at the time that coverage begins. All appliances must have the model and serial tags to be eligible for service, or any other program benefits. MichCon reserves the right to have an on-site inspection of the equipment.
 5. This Contract does not cover any labor, materials or parts required as a result of flooding, attempted repairs by persons other than MichCon personnel or authorized contractor, abuse, vandalism, electric power outage or surge, water supply failure, accidents, fire, freezing, pet or pest damage, acts of God, tampering or

unauthorized alteration or any other abnormal conditions. Installation errors or omissions that result in either equipment failure or performance issues are not covered by this contract. Service will not be performed in areas where asbestos or any other safety or health hazard exists until the hazard has been eliminated by the Customer and at the Customer's sole expense. MichCon reserves the right to restrict specific makes of equipment from eligibility due to obsolete parts and reserves the right to use other than original manufacturer's parts. The choice of parts to be used is at MichCon's or authorized contractor's sole discretion. Parts purchased by persons other than MichCon personnel or authorized contractor will not be installed without prior approval.

6. **The Plan is designed to provide prompt, efficient service for failures of the primary source of heat.** MichCon reserves the right to schedule all service requests, including, but not limited to, a purchased Safety Check (furnace/boiler only), at its discretion as workload, weather conditions, strikes and other circumstances beyond our control permit. In the event service is required before the purchased Safety Check is completed, the Safety Check will be performed as part of the service call.
7. MichCon shall not be liable to the Customer for failure to perform obligations under this Contract due to any acts of God, strikes, lockouts, acts of the public enemy, lightning, fires, storms, floods, explosions, breakage or accident to machinery, the malfunction of any computer systems (hardware or software) or equipment containing embedded systems of MichCon or any provider upon which MichCon relies, the binding order of any court or governmental authority, or any other cause outside the control of MichCon.
8. Prices are subject to change at any time by MichCon. Some Home Protection Plus promotions and service offers may be for new customers only, and/or may be

available in select service areas only. Any promotion or service may be subject to change or termination without notification.

9. Except as set forth in paragraph 2(d) of this Contract, Customer may not assign this Contract or any of its rights hereunder. MichCon reserves the right to assign its rights and obligations to another party.
10. **This Contract constitutes the entire understanding between the parties with respect to the subject matter of this Contract and supersedes any prior discussions, negotiations, agreements, writings, and understandings.**

Limitation of Liability and Limited Warranty

1. In the event of any defects in parts, materials or service provided hereunder, MichCon's only responsibility and the Customer's sole remedy shall be that on request of the Customer, during the term of this Contract, MichCon will repair or replace the defective part, material or service in accordance with the provisions of this Contract.
2. MichCon and its authorized contractors will not be responsible for direct damage, consequential damages, indirect losses or injuries caused by defects in parts, materials or service provided hereunder, delays, failure to service, unavailability of parts or labor, and any other condition beyond our control.
3. **MichCon will dispatch either MichCon service personnel or an authorized service contractor to perform all covered services.** Service provider will be chosen by MichCon based on geography, workload and skills.
4. **MichCon shall not be responsible for charges for service or parts that you have others provide without our prior knowledge and consent.**
5. **MichCon is not responsible for the full replacement cost of equipment that has failed despite good-faith**

repair efforts or has been deemed unrepairable by MichCon service technicians or authorized agents.

6. **MICHCON HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE.**
7. This limitation of liability and limited warranty is the Customer’s exclusive warranty and exclusive remedy.
8. If required by law, MichCon will provide a broader limited warranty and limitation of liability.

GreenBacks Cash Option

The GreenBacks Cash Option can be selected and purchased as an additional benefit. You must be enrolled in the MichCon Home Protection Plus Plan, to be eligible to select the GreenBacks Cash Option (*as further described below*).

The GreenBacks Cash Option may provide an allowance for each appliance covered under your Home Protection Plus plan.

1. **GreenBacks Cash Allowance:** If MichCon or its authorized agents determine that the estimated cost of a repair exceeds the value of the appliance based on its current age and condition, or if it is not repairable or parts are no longer available, then MichCon will decline making the repairs and recommend appliance replacement. In this case, an allowance (*see #2 below*) may be issued to help offset the cost of purchasing a new appliance, excluding pre-existing conditions and manufacturer or installation defects. All appliances being replaced must have model and serial number tag to be eligible for this allowance.
2. **GreenBacks Cash Allowance Schedule:**

Furnace	\$750	Refrigerator	\$500
Boiler	\$750	Cooktop/Oven	\$300
Central Air Conditioner	\$750	Dishwasher.....	\$300

Clothes Dryer	\$300	Stand-alone freezer ..	\$250
Clothes Washer	\$300	Microwave	\$125
Water Heater	\$300	Vented Gas Logs	\$250
Auxiliary Space Heater.....			\$125

The GreenBacks Cash Allowance is limited to the amounts set forth in the GreenBacks Cash Allowance schedule, regardless of the cost to replace the appliance. Once a GreenBacks Cash Allowance has been paid on a covered appliance, that covered appliance is not eligible for service/coverage under the Home Protection Plus plan until a valid receipt showing purchase of a new appliance is provided to the Company.

4. Customers must be currently enrolled in Home Protection Plus and GreenBacks Cash Option at the time of the service call to be eligible to receive the allowance. If there are any arrears on the customers Home Protection Plus plan, the arrears will be deducted from the amount of the GreenBacks Cash Allowance.
5. An appliance will be ineligible for a Greenbacks Cash Option whenever the required repair is deemed to have been the result of flooding, abuse, vandalism, electric power outage or surge, water supply failure, accidents, fire, freezing, pet or pest damage, acts of God, tampering, unauthorized alteration, attempted repairs by persons other than MichCon personnel (*or authorized contractor*), and/or any other abnormal conditions.
6. Customers are required to maintain enrollment in Home Protection Plus and GreenBacks Cash Option for a minimum of 1 year. If the Home Protection Plus or GreenBacks Cash Option is terminated prior to the expiration of the contract year, for any reason, the customer will be obligated to pay either the balance of the GreenBacks Cash Option amounts owed for the respective contract year, or the amount paid by the Company for any GreenBacks Cash Allowance paid during the contract year, whichever is less.

7. GreenBacks Cash Allowances will be applied to products offered by DTE Energy/MichCon.
8. GreenBacks Cash Allowance payments are limited to \$2,500 per contract per year.

Contract Terms

What is covered:

FURNACE/BOILER

- Appliance regulator
- Belts & pulleys
- Blower motor, bearings, wheel
- Burner
- Circuit boards
- Circulator/motor
- Collector box
- Condensate line (*access permitting*)
- Condensate pump
- Controls
- DC drive blower/draft motors, circuit boards and valves
- Diaphragm expansion tank
- Fan control
- Fan relay
- Flame rollout switch
- Flame spreader
- Fuse
- Gas controls
- Gas valve
- Ignition module
- Induced fan motors
- Limit control
- Low water cutoff
- Main burner – heat element
- Nozzle (*oil*)
- Oil pump
- Pilot
- Pilot safety and assembly
- Pressure gauge
- Pressure switch
- Pressuretrol
- Pressure relief valve & temperature control
- Pump bearings, control, coupler, shaft
- Reducing valves (*including filltrol valves*)
- Relays
- Relay relief valve
- Relief valves
- Sight glass
- Squirrel cage/blower assembly
- Safety switches
- Thermocouple – glow rod, flame sensor
- Thermostat (*standard*)**
- Transformer
- Valve
- Vent connector
- Zone valves

CENTRAL AIR CONDITIONING

- A/C backplate
- Belts/pulleys

- Blower motor, bearings, wheel
- Capacitors
- Condensate line (*access permitting*)
- Condensate pump
- Condenser motor/fan blade
- Contactor switch
- Electrodes
- Fan control
- Freon/refrigerant – up to 5 lbs annually
- Fuses
- Limited leak repair*
- Pump motor (*natural gas*)
- Relays
- Schraeder valve core
- Switches
- Thermostat (*standard*)**
- Timer
- Transformer
- Safety controls
- Switches
- Thermistor
- Thermocouple
- Thermostat
- T/P relief valve
- Transformer
- Vent connector

VENTED NATURAL GAS AUXILIARY SPACE HEATER

- Burner and pilot
- Fan blade
- Gas valve
- Limit control
- Motors
- Pilot and burner tubing
- Safety controls
- Thermostat

VENTED NATURAL GAS LOGS

- Gas valve
- Pilot and burner
- Pilot and burner tubing
- Safety controls

TANK-TYPE WATER HEATER

- Burner and pilot
- Dip tube
- Draft hood
- Drain valve
- Fuse (electric)
- Gas valve
- Glow bar/ignitor/piezo
- Heater element – main burner (electric)
- Limit control – limit temp switch (*electric*)
- Main burner
- Module
- Pilot/burner tubing
- Power vent motor
- Relief valve

RANGE/OVEN (Countertop, Oven/Convection Oven)

- Appliance regulator
- Burner (*main*)
- Burner (*pilot*)
- Burners (*sealed*)
- Circuit boards (*erc*)
- Convection motor
- Door hinges, springs
- Fuses
- Gas valve
- Gaskets and seals
- Heater element – burners
- Ignitor – heat pilot
- Ignitor switches

- Indicator lamps
- Main burner
- Oven flame switch
- Oven ignitor
- Oven pilot assembly
- Oven pilot safety
- Oven safety gas valve
- Oven thermostats/thermistor
- Piston
- Range top burner valves
- Relay
- Selector switch
- Self-cleaning element, latch, timer
- Sensor
- Surface element
- Surface element/surface receptacles burner switch
- Thermocouple/glow rod/flame sensor
- Touch pads
- Transformer

REFRIGERATOR

- Capacitor
- Condenser cleaning
- Defrost drain cleaning
- Defrost heater
- Drain heater
- Electronic control boards
- Fan bearings
- Fan control
- Fan motor
- Fan switch
- Fuse
- Gasket

- Light switch
- Limit control
- Relay/overload
- Thermostat
- Thermistor
- Timer

MICROWAVE

- Door switch
- Fan motor
- Fuse
- Thermostat

DISHWASHER

- Belts/pulleys
- Bimetal triggers
- Circulation pump
- Circulating pump motor
- Door hinges
- Door springs
- Door latch
- Drive motor
- Electronic control boards
- Electrical switches
- Fan motor
- Fuse
- Gaskets/seals
- Heater element
- Limit control
- Relay
- Soap dispenser
- Thermostat
- Thermistor
- Timer (electronic)
- Transformer
- Water control
- Water valves

UPRIGHT/CHEST FREEZER

- Capacitor
- Defrost heater
- Door switch
- Electronic control boards
- Fan
- Fan motor
- Fuse
- Gasket
- Relay
- Terminator
- Thermostat
- Timer

CLOTHES WASHER

- Agitator
- Basket drive (*external to transmission*)
- Belts/pulleys
- Circulating pump
- Circulating pump motor
- Clips
- Clutch assembly (*external to transmission*)
- Coupler
- Dog ears
- Door hinges
- Drive motor
- Electronic control Boards
- Electrical switches
- Electric water valves
- Electronic control system
- Fuse
- Relay
- Supply and drain hoses
- Temperature selector switch

- Timer
- Timer knob and dial
- Touch pad
- Transformer
- Water level control boards

CLOTHES DRYER

- Belts
- Blower wheel
- Burner (*main/pilot*)
- Control timer
- Door latch
- Door switch
- Drum support, rollers/guides
- Drum shaft/bearings
- Electronic control Boards
- Fuse
- Gas valve/coil assembly
- Gaskets and seals
- Heater element – pilot burner
- High limit thermostat
- Idler pulley
- Ignitor/spark electrode
- Main burner – heater element
- Motor and centrifugal switch
- Pilot safety
- Regulator
- Relay
- Selector switch
- Sensor
- Thermistor
- Thermocouple
- Thermostat
- Timer
- Touch Pad

Special Circumstances

MichCon reserves the right to charge for parts and labor (and/or deny making repairs) for service under the following conditions:

- For the repair of pre-existing conditions
- Service requests not associated with failure of covered appliances
- Safety inspections not purchased as part of the program
- Parts and service not covered under the contract

Additional charges will be determined using MichCon's or authorized contractor's current rates for labor and parts.

Sealed system failures are not covered by Home Protection Plus. "Limited Leak Repair" is defined as leaks that **do not require pump down and/or recovery (not opening the system). "Major Leak Repair" is defined as leaks that require pump down and/or recovery (opening the system) and are subject to repair charges.*

*** Plan coverage provides for a "Standard" thermostat. Programmable thermostats are not covered.*

Additional Coverage Information

- Home Protection Plus is available statewide (including the Upper Peninsula) to all qualified DTE Energy customers.
- A 10-point Safety Inspection of the furnace/boiler is available as an add-on option.

Additional Items Not Covered

- Heat exchangers
- Ruptured hot water tanks
- Compressors or sealed system repair/replacement for central AC units, refrigerators, and freezers
- All Transmission repairs for clothes washers and dishwashers

- Appliances used in commercial applications are not covered
- Commercial heating appliances located in residential dwellings are covered, allowing for the restrictions of this contract. Other commercial-grade appliances in residential dwellings are not covered
- Cook tops (*sealed*)
- Glass – oven doors
- Glass – glass cook top, glass microwave oven door
- Electric baseboard heating systems
- Antifreeze (*boiler heating systems*)
- Heating and cooling units located on rooftops are not covered
- Heat transfer systems including Amana (HTM), Glo-Core and Lennox (*Complete Heat models*) are not covered
- Parts unique to heat pumps and geothermal heating systems are not covered
- Alterations to existing gas piping
- Carbon monoxide (CO) alarm calls, CO detector inspection/repair
- Seasonal turn-on/turn-off
- Remote controls
- Parts considered as accessory items, including but not limited to icemakers, water dispensers, humidifiers, etc.
- Modifications/conversions to appliances
- Manufacturer recalls
- Cleaning, filter replacement and any maintenance-related repairs
- Customer may be responsible for costs incurred in missed service appointments

**For service requests, coverage questions,
or any other issue
call 800.556.0011**