

DTE Surge Protection Plus Program Terms and Conditions

Welcome to the Surge Protection Plus Program offered by DTE Electric Company. Now you have the peace of mind knowing your valuable appliances and/or electronic equipment can be powered during an outage and are protected and covered from damage caused by Electrical Surges. We hope you'll be pleased with our program and thank you for your participation. For claims, contract questions, or any other program information, please call **833.452.0224** or email us at surgeprotection@dteenergy.com.

Terms of coverage defined:

- a. "Agreement" means the terms and conditions as defined herein.
- b. "Agreement Effective Date" refers to either the date DTE Electric enrolls the customer in the selected plan or the selected plan's renewal date corresponding to the date of reimbursement following a successful claim.
- c. "Anniversary Date" means annual recurrence of the Agreement Effective Date.
- d. "Covered Services and Equipment" shall mean all items, specified herein, that are eligible for repair or replacement under the terms of the Program.
- e. "Customer", "You" and "Your" shall mean the qualified DTE residential customer who enrolls in the Program.
- f. "DTE Electric" means DTE Electric Company, which is the entity responsible for administering the surge protection program.
- g. "Electrical Surge" means a split-second increase or spike of electrical energy that travels through your electric service line which can lead to the acceleration of the wear and tear on covered Products, resulting in device failure, and/or increased repairs and repair costs.
- h. "Manufacturer" shall mean the entity that makes the Surge Protection Plus Device.
- i. "Products" meaning your electronic devices and/or appliances within your residence that fail due to Electrical Surges.
- j. "Program" means the surge protection plus program being offered and administered by DTE Electric Company.
- k. "Program Year" means the period beginning on the Agreement Effective Date and will continue for one year (365 days).
- l. "Property" shall mean the residential property identified in the qualified DTE Electric Customer's utility service agreement.
- m. "Qualified Service Company" means a service company that is registered in the State of Michigan and licensing required to diagnose surge damage to the specific covered services and equipment for which the customer requests compensation.
- n. "Surge Protection Plus Device" shall mean the equipment installed at the Customer's home to protect against certain power surges and power the home through a compatible portable generator.
- o. "We" "Us" and "Our" means DTE Electric.

Summary of terms and conditions:

	Surge Protection Plus	
Requires Surge Protection Plus Device	Yes	
Coverage	Appliances	Electronics
Minimum per item	\$0	\$100
Max per Item	\$1,000	\$500
Max per Event	\$5,000	\$1,000
Max per Year	\$5,000	\$5,000
Max per Lifetime	\$50,000	\$5,000

Surge Protection Plus Plan

Residential customers who receive electric service from DTE are eligible for the Surge Protection Plus plan. All appliances and/or electronics must be plugged into a wall receptacle to qualify for coverage. DTE Electric will provide Program participants with the following coverage to assist with repair or replacement of certain appliances and/or electronics located inside your home that experience Electrical Surge damage. This coverage may provide reimbursement for repair or replacement of appliances that are damaged by an Electrical Surge. Under no circumstances will DTE provide coverage for repair or replacement of generators.

The Surge Protection Plus Device offered under this Agreement is not limited to one specific product or manufacturer. The Surge Protection Plus Device is designed to help protect from Electrical Surges entering the residence through the Surge Protection Plus Device and electric meter. DTE Electric reserves the right to select the specific device, make and model to be installed. DTE Electric reserves the right to replace the Surge Protection Plus Device with a different Surge Protection Plus Device that may be a different make or model at any time. DTE Electric is not obligated to install the Surge Protection Plus Device if it determines that installation is not reasonably feasible. The Surge Protection Plus Device will remain the property of DTE Electric at all times. DTE Electric may enter onto your property at any time in order to install, maintain, and remove the Surge Protection Plus Device. Neither you, nor any other person acting on your behalf or whom you have allowed on your Property, shall install, repair, service, modify, remove, misuse, abuse, or tamper with the Surge Protection Plus Device.

Customer understands that the Surge Protection Device has an audible alarm which indicates if the device is functioning properly. Customer understands that if the audible alarm is not active, then the device is functioning properly and any damage to covered equipment was not the result of the Surge Protection Device failing to perform as intended, and the damage to this covered equipment will not be covered by the Manufacturer's Limited Warranty. Customer is required to email surgeprotection@dteenergy.com or call 833.452.0224 in instances where the electric service is active, and the audible alarm is active; DTE Electric will repair or replace the Surge Protection Plus Device for any device malfunctions.

Surge Protection Plus Appliance Coverage

By making a claim for Covered Services and Equipment, you are pursuing a claim against the device Manufacturer only. The Surge Protection Device Limited Product Warranty is between the Customer and Manufacturer and provides for repair and replacement under specific situations where the customer equipment and Surge Protection Device are damaged from the same surge as defined by Manufacturer in the Limited Warranty (Exhibit A).

Surge Protection Plus Appliance Coverage Exceptions

The Surge Protection Plus Device cannot prevent damage from the following: (1) Surges that do not pass through the Surge Protection Plus Device. Surges can enter a residence through a variety of different ways including but not limited to cable lines, phone lines, underground electric fences, and sprinkler systems; (2) Misuse, abuse, unauthorized servicing, or modifications of the Surge Protection Plus Device; (3) Alteration to the electric system to which the Surge Protection Plus Device is installed; (4) Extended over voltages that exceed the design parameters of the Surge Protection Plus Device. An extended over voltage is a voltage level greater than the normal household voltages that occurs for a period of time and longer than a momentary surge. (5) Direct lightning strike(s) to the residence or surrounding property; (6) Earthquakes, natural disasters, and acts of God; (7) Brownouts, under voltage or power outages; (8) Any events for which a state of emergency is announced by any governmental authority for your geographic region; (9) Minor surges that are insufficient to activate the operation of the Surge Protection Plus Device; (10) instances where manufacturer nameplate or DTE nameplate has been deliberately tampered with or removed; (11) bodily injury to persons, damages to wiring, electrical outlets, breaker panels, and meter sockets; (12) detached buildings, stand-alone buildings, or buildings attached via breezeway or other such structures; (13) generators and damages caused by a Customer's generator; (14) Elevators and/or associated equipment; (14) electric cars and/or associated equipment; (15) solar equipment; (16) medical or life support equipment; (17) Other causes of damage not covered by the Manufacturer's Limited Warranty.

Electronic Surge Coverage Plan

All residential DTE customers are eligible for the electronic surge coverage plan. DTE Electric will provide Program participants with the following coverage to assist with repair or replacement of certain electronic devices located inside your home that experience Electrical Surge damage. This coverage may provide reimbursement for repair or replacement of electronics that are damaged by an Electrical Surge. Customers may be reimbursed by DTE Electric for qualified claims up to a maximum of \$500 per covered Product, \$1,000 per event, and \$5,000 per year. If the electronics or devices cannot be repaired, DTE Electric will reimburse the Customer for replacement of the device based upon DTE Electric's determination of fair market value of the damaged electronics or devices. All customer reimbursements for claims and the amount of reimbursement will be determined based upon review and approval by an authorized DTE Electric representative. Typical electronic devices covered under this Agreement include, but are not limited to, Televisions, Monitors, Tablets, Digital Notebooks, Desktop Computers, Laptop Computers, Projectors, Digital Cameras, Multimedia Electronics, Gaming Consoles, DVD/DVR, Blu-Ray Players, Streaming Media, Audio Electronics, Equipment including Tuners and Receivers, Audio Amplifiers, Home Theatre Equipment and Speakers, Storage Devices, Printers, Networking & Wireless Devices, and related devices. DTE Electric will not reimburse for the replacement or repair of any Product that fails due to the normal or accelerated wear and tear of an Electrical Surge incident when such Product's replacement cost is less than \$100. Compatible or substitute Manufacturer's parts may be used for the repair of the Product if original parts are unavailable or more costly. DTE Electric will reimburse for the repair or replacement of a Product, at its discretion, when required due to an Electrical Surge. This Agreement provides coverage only for those items that are located within the perimeter of the main foundation or attached garage at your service address. Electronic devices physically located or connected to an exterior electrical outlet or located in any structure besides the metered residence are ineligible for claim under any Agreement. Customer must maintain proper installation of the grounding electrode system under the standards in the National Electric Code.

Electronic Surge Coverage Plan Exceptions

The following are not covered Products under this Agreement : (1) Medical equipment whether provided through an outside agency; (2) Electronic pet fences, fence controllers, irrigation control systems or controllers, outside gate systems or their controls and communication lines, alarm and intercom systems; (3) Products or items that cannot be replaced with like kind and quality on the current retail market (e.g. antiques); (4) Amateur radio equipment (Ham Radio/CB or other radio systems) or equipment associated with a radio tower or antenna system (whether connected or not) located at the residence; (5) Home appliances or other equipment, including without limitation Furnaces, Air Conditioner Units or Thermostats, Hot Water Heaters, Refrigerators/Freezers, Conventional or Microwave Ovens, Washer-Dryers, Dishwashers, Toasters or Blenders; (6) Electronic devices considered as "commercial" use; (7) Battery, solar, or distributed energy resource systems of any kind; (8) Electric vehicles or charging equipment of any kind; (9) Property of Customer that, in DTE Electric's sole and reasonable discretion, does not constitute an electronic device; (10) Damage to your home's electrical system, including the service panel or fuse box and circuit breaker(s); (11) Batteries, battery operated items, and devices that are not plugged in or powered by DTE's electrical system; (12) Electronics that are damaged by any reason other than an Electrical Surge; (13) Damage from misuse, abuse, accident, improper installation, alterations or modifications, failure to follow manufacturer's recommended maintenance or instructions, faulty wiring, or insertion of foreign objects into the covered equipment; (14) The Company's requirement to indemnify does not extend to Customer Products that are covered under any insurance policy, manufacturer warranty, service warranty, repair plan, product warranty, home warranty program or coverage guarantee.

General Terms of Coverage

Terms and conditions as defined hereinafter apply to any and all DTE surge coverage and surge protection plans. Coverage under any of these Agreements begin fifteen (15) days from the Agreement Effective Date. **Claims incurred prior to the Agreement Effective Date are not covered.**

Termination and/or Transfer of Service

This Agreement is for a term of twelve (12) months unless: (1) the Customer files a valid claim. If the customer files a valid claim the Customer's Agreement will automatically renew for an additional Program Year and the Agreement Effective Date will reset once the Company has successfully resolved the claim. (2) the Customer cancels fifteen (15) days prior to the end of their current agreement term or (3) the coverage is cancelled as described below:

The Customer may cancel this Agreement at any time under the terms described below by calling 833.452.0224. DTE Electric may cancel this Agreement prior to the end of the current twelve (12) month term for fraud, material misrepresentation or non-payment by you; for violation of any of the terms and conditions of this Agreement; and, if for any reason DTE determines that services or pricing provided under this Agreement fail to conform to any laws, orders or regulations, DTE Electric may immediately terminate this Agreement. DTE Electric shall not be liable to Customer for any damages or losses Customer might suffer due to suspension, discontinuance, or termination of this Agreement. Customer waives any and all claims against DTE for such termination.

If either the Customer or DTE Electric cancels this Agreement after thirty (30) days from the Agreement Effective Date, but before the annual coverage term ends, and the Customer has not filed a valid claim, coverage under this Agreement shall continue for the balance of the monthly period in which this Agreement is cancelled.

If Customer cancels the Surge Protection Plus program within 12 months of enrollment, the Customer will be assessed the early termination and device removal fee of \$150.

If either the Customer or DTE Electric cancels this Agreement after thirty (30) days from the Agreement Effective Date, but before the annual coverage term ends, and the Customer has filed a valid claim, the Customer is responsible for paying an early termination and device removal fee of \$150.

Upon cancellation of the Surge Protection Plus program, Customer must follow instructions provided by DTE Electric to return the generator power cord associated with the Surge Protection Plus device. Generator cord must be in good working order, free from frays, exposed wire, or other damages. Failure to return a power cord in good working order to DTE Electric will result in a generator cord charge of \$150.

Your enrollment in this Program and the installation of a Surge Protection Plus Device constitutes your acceptance of these terms and conditions, including your consent (per the Privacy Law provision as stated in this Contract) to release your name, address, phone number, account number and any amounts you pay or owe under this Program to our authorized contractors for the sole purpose of administering this program.

Termination by DTE Electric: (1) DTE Electric reserves the right to discontinue the Program or modify the terms and conditions for the Service at any time for any reason upon notice to Customer. (2) If your account for the Services becomes past due, then DTE Electric may terminate at any time. If the Services are terminated by DTE Electric due to non-payment prior to the Anniversary Date, then all monthly premiums for any remaining months up to the Anniversary Date will become immediately due and payable. (3) Program Transfer: If you set up electric utility service at a new single-family residence within our service territory, then you need to contact DTE Electric to transfer the Program to your new service address. If you move, then this Program will not transfer to the new owners or tenants of the Property. A Customer may not assign this Agreement or any of its rights hereunder. None of the provisions of the Agreement shall be considered waived by either party unless such waiver is given in writing by the other party. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms, provisions, conditions or covenants of the Agreement unless expressly set forth in such waiver.

Generator Power Cords

A cord to connect the generator to the Surge Protection Plus device is included with enrollment into Surge Protection Plus Program. Customers may purchase an approved longer cord from Global Power Products if desired, available at www.generlink.com. Upon cancellation of the Surge Protection Plus program, Customer must follow instructions provided by DTE Electric to return the generator power cord associated with the Surge Protection Plus device. Generator cord must be in good working order, free from frays, exposed wire, or other damages. Failure to return a power cord in good working order to DTE Electric will result in a generator cord charge of \$150. Only the power cord Customer receives from DTE Electric after enrollment in the Surge Protection Plus Program needs to be returned upon program cancellation. Cords purchased separately between Customer and Global Power Products do not need to be returned upon program cancellation.

Hazardous Conditions

DTE Electric shall not be responsible for identifying any improper/illegal construction or hazardous conditions. DTE Electric shall not be responsible for correcting improper/illegal construction or hazardous conditions. DTE Electric is not responsible for any damage which may arise from existing conditions.

Repair and Replacement of the Surge Protection Device

During the term of Your coverage, DTE Electric will make the determination to repair or replace the Surge Protection Plus Device. The Surge Protection Plus Device will be repaired or replaced if a mechanical or electrical breakdown occurs, which includes breakdowns experienced as a result of normal wear and tear.

Access

As part of this Program, the Customer agrees to provide DTE Electric or a Qualified Service Company access to the Property. The area must be made safe for DTE Electric or the Qualified Service Company. All pets must be kept in a secure location so as not to interfere with the completion of the Services.

Billing

All charges and fees for the Program will be included on your monthly utility bill from DTE and are due and payable on the same date as your utility bill. Payments made to the Program must be up to date in order to receive coverage. No coverage will be provided to accounts enrolled on the Program that are not current. Your payment for these services will constitute acceptance of these terms and conditions.

Payment

Your failure to make payment by the due date may result in termination of this Program and may require you to pay the fees and amounts described under "Termination and/or Transfer of Service" above.

How We Apply Your Payment

(1) For DTE Electric service customers, our regulated payment application process applies past-due payments first to past-due regulated charges (including electric service and natural gas), then to past-due voluntary program charges (such as this Program). Once those are paid in full, the remaining payment is applied to your current regulated charges and then to your current voluntary program charges. Therefore, to ensure continuous service and protection, you must pay in full and on time. Please note your electric services may not be terminated for failure to pay non-regulated charges.

Filing a Claim

Customers that wish to file a claim will need to obtain a written diagnosis and repair estimate of the cost for repairs by a Qualified Service Company which includes written confirmation that the failure of the covered equipment was due to an Electrical Surge event. DTE Electric will provide Customers with claim forms for their use in documenting the claim and will review completed claim submittals and repair estimate documentation to determine if the claim qualifies for reimbursement. Please contact surgeprotection@dteenergy.com or call **833.452.0224** to retrieve the claims forms. After a claim is processed at your request, there will be a thirty (30)-day period before any other claims can be submitted or accepted.

Claim Forms: DTE Electric shall provide a claim form that documents the Electrical Surge event and the Customer's request for reimbursement under this Agreement. Customer shall accurately complete the claim form provided and submit the form and copies of repair documents and required receipts to DTE Electric or its authorized claim processing group. Claims must include a written diagnosis and repair assessment by an authorized repair center along with requested documentation to support the claim. Forms must be submitted no later than thirty (30) days after Customer discovers or reasonably should have discovered the basis for the claim; claims will be subject to denial for failure to submit a claim within thirty (30) days of the Electrical Surge.

Upon review of claim documentation, DTE Electric will, in its sole discretion, make a final determination as to whether to reimburse for repair, or replace damaged appliances or electronics at fair market value and the amount of reimbursement that DTE Electric considers fair and reasonable. Customer will maintain reasonable information about the make, model, age and cost of damaged Customer appliances or electronic equipment and shall provide that information to DTE Electric upon request. Customer shall cooperate with DTE Electric and will comply with all information requested in order to validate Customer's claim. DTE Electric reserves the right in any claim(s) submitted by the Customer to decide if a repair company or service technician is qualified to diagnose the appliance(s) or electronic device(s). DTE Electric will not provide repairs, reimbursement for repairs, and/or replacement for any equipment covered under this Agreement that arise from pre-existing conditions.

Rights of Inspection: DTE Electric maintains the right to inspect the Product submitted through the claim Program. Customer shall make its premises available to DTE Electric or its contractors for such inspection as needed during normal business hours. All damaged part(s) must remain available for inspection until the claim is finalized. Failure to provide access to damaged equipment may result in non-payment of claim.

DTE Electric also reserves the right to seek additional technical review (at DTE Electric's cost) to corroborate any claim. Customers who choose to proceed with repair or replacement of electronics on their own, prior to DTE Electric's approving the claim for reimbursement and DTE Electric's determination as to whether to proceed with repair or replacement (at current market value), are proceeding at their own risk and will be responsible for all costs (up to the full amount of their expenditure) beyond what DTE Electric, in its sole discretion determines as qualifying for reimbursement.

Indemnification and Limitation of Liability

(1) Customer covenants and agrees that they shall defend, indemnify and hold DTE Electric, its parent company and any of its authorized contractors, product suppliers, and their parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and insurers harmless from and against any and all liability for claims, loss, damage to any personal or real property or injury (including emotional) or death to any persons, related, directly or indirectly, to their participation in the Program unless such loss, damage, injury or death is solely the direct result of our gross negligence. (2) DTE Electric's responsibility for reimbursement under this Program will be limited to the lesser of: i) repair cost for the damaged Product, or ii) the current market value of the damaged Product. DTE Electric is not responsible for Customer's indirect, secondary or consequential damages, which include property damage or personal injury. (3) DTE Electric 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 condition beyond their reasonable control. (4) DTE Electric shall not be liable for failure to perform obligations due to any acts of God, strikes, lockouts, acts of the public enemy, lightning, fires, floods, explosions, breakage or accident to machinery, the malfunction of any computer systems (hardware or software) or equipment containing embedded systems of DTE Electric or any provider upon which DTE Electric relies, the binding order of any court or governmental authority, or any other cause outside the reasonable control of DTE Electric. (5) DTE Electric reserves the right to assign its rights and obligations to another party. (6) This Program does not cover any labor, materials or parts required as a result of abuse, vandalism, pest damage, tampering or unauthorized alteration or any other abnormal conditions. Services will not be performed in areas where safety or health hazards exist until the hazard has been eliminated by Customer and at Customer's sole expense. (7) You agree that you will indemnify and hold DTE Electric harmless from and against any claims by the property owner or landlord or for any failure by you to obtain the property owner or landlord's authorization, including any and all liability for loss, damage to property (including property of the property owner or landlord) or injury or death to persons in any manner directly or indirectly connected with the Program or use of the Product unless such loss, damage, injury or death is solely due to our gross negligence. (8) DTE Electric will not reimburse for repair or replacement of Products such as electronics not owned by the Customer (including cable TV/ Satellite control boxes and DVR's); damage to the physical structure of the residence; to recover or replace electronic pictures, software, products, materials, data or any information used or stored on any device; or for any damages caused by a direct lightning strike or for any electronics located in other buildings on Customer premises. (9) Under no circumstance shall DTE Electric be liable for indirect, consequential, incidental, special, exemplary or punitive damages. Except for the limited surge coverage as detailed herein, under no circumstances shall our total liability under this Agreement exceed the sum of all payments made by you to DTE Electric under this Agreement. This Section shall survive the termination of this Agreement.

Nonwaiver and Governing Law

DTE Electric's: (1) failure to insist on performance of any of the terms and conditions herein; (2) failure to exercise any right or privilege; or (3) waiver of any breach of this Contract shall not thereafter waive any of DTE Electric's rights or privileges under this Contract or at law. Any waiver of any specific breach shall be effective only if given expressly by DTE Electric to you in writing. This Contract shall be governed by and construed in accordance with the laws of the state of Michigan, as if performed wholly within the state and without giving effect to the principles of conflict of laws.

The Surge Protection Plus Program is not regulated or sanctioned by the Michigan Public Service Commission. Customers who purchase this plan will not receive preferential or special treatment from their utility company, and Customers are not required to buy it in order to receive safe, reliable electric service.

Privacy Law

(1) Enrollment in this Program means that Customer knowingly consents to and authorizes DTE Electric to release and share their name, address, phone number, account number and amounts paid or owing for the Service provided under this Program with DTE authorized contractors, in order to provide Service to the Customer. (2) The Customer authorizes DTE Energy to use any data associated with the Customer Accounts residing in any DTE Energy files, systems or databases for the purpose of offering and providing energy related products or services to the Customer. DTE Energy will provide this data on a nondiscriminatory basis to any other person or entity upon the Customer's authorization.

Modification

DTE Electric, in its sole discretion, may modify these terms and conditions at any time. Customer agrees to maintain an updated copy of these terms and conditions. Current Terms and Conditions and coverage is available at [dteenergy.com/surge](https://www.dteenergy.com/surge).

Exhibit A



Warranty and Service Information.

GenerLink™ Manufacturers Limited Warranty

Global Power Products (GPP) warrants GenerLink™ for a period of (7) seven years manufacturer's warranty after delivery of goods, where specified that the goods are, under normal use and service, free from defects in materials, and workmanship. No other warranties or representations, whether written or oral, shall be binding upon Global Power Products. If any unit provided by Global Power Products does not comply with any of the expressed warranties set forth above and customer provides Global Power Products notice of such noncompliance within the seven (7) year warranty period, Global Power Products shall at its discretion repair or replace the nonconforming unit after receipt of the nonconforming unit for its inspection. Global Power Products' sole liability to customer for goods not conforming to any of the express warranties is limited to repair or replacement of such units. Warranty on the repaired unit or any component thereof is limited to the balance of the original warranty period.

GPP GenerLink™ Home Warranty Surge Protection Manufacturers Limited Warranty

Fifteen-Year Product Coverage

GPP will repair or replace any GenerLink™ Surge Protection Device that is defective in material or workmanship or is damaged by an electrical surge (including those caused by lightning) for a period of fifteen (15) years from the date of installation or fifteen years and six (6) months from the date of manufacture, whichever comes first.

Lifetime White Goods Coverage

GPP will repair or replace residential "White Goods Appliances" which sustain surge damage provided the GenerLink™ Surge Protection Device was fully functional immediately prior to the claim event, still under warranty and damaged by the claim event. Maximum coverage is \$1,000 per appliance, \$10,000 per residence.

A "White Goods Appliance" is defined as a washer, dryer, stove, refrigerator, freezer, HVAC unit, dishwasher or garbage disposal. Coverage is secondary to any applicable product warranties, service contracts and insurance policies.

This coverage applies to the end-user at the residence where the product is installed and is the exclusive remedy under this warranty, whether based on contract, tort, including negligence or otherwise. GPP reserves the right to audit damage, site and/or cost of repairs and may require a notarized proof of loss. Claims must be made within 30 days of damage. This warranty does not cover damage associated with sustained over voltages, vandalism, theft, normal wear and tear, obsolescence, abuse, unauthorized modification, misuse, improper installation, or catastrophic events. Except as expressed previously in this warranty, GPP disclaims liability of any incidental, indirect, special, or consequential damage arising out of the sale, lease, or use of any GPP product (including without limitation, lost business profits, loss of data and all freight, mileage, travel time, and insurance charges associated with the warranty coverage claims). Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above does not apply to you. This warranty gives you specific legal rights and you may have other rights, which vary from state to state. This warranty is valid in the United States and Canada only.