

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

JUL 17 2013

In the Matter of:

JEFFREY AND CHRISTY VICE )  
 )  
COMPLAINANTS )  
 )  
V. )  
 )  
FLEMING-MASON ENERGY )  
COOPERATIVE INC. )  
 )  
DEFENDANT )

PUBLIC SERVICE  
COMMISSION

CASE NO.  
2013-00010

COMMISSION STAFF'S INITIAL REQUEST FOR INFORMATION  
TO JEFFREY AND CHRISTY VICE

Complainants Jeffrey and Christy Vice, pursuant to 807 KAR 5:001, shall file with the Commission the original and eight copies of the following information with a copy to all parties of record. The information requested herein is due within 14 days of the date of this request. Responses to requests for information shall be appropriately bound, tabbed and indexed. Each response shall include the name of the witness responsible for responding to the questions related to the information provided.


Each response shall be answered under oath or, for representatives of a public or private corporation or a partnership or association or a governmental agency, be accompanied by a signed certification of the preparer or person supervising the preparation of the response on behalf of the entity that the response is true and accurate to the best of that person's knowledge, information, and belief formed after a reasonable inquiry.

Complainants shall make timely amendment to any prior response if they obtain information which indicates that the response was incorrect when made or, though correct when made, is now incorrect in any material respect. For any request to which Complainants fail or refuse to furnish all or part of the requested information, Complainants shall provide a written explanation of the specific grounds for their failure to completely and precisely respond.

Careful attention should be given to copied material to ensure that it is legible. When the requested information has been previously provided in this proceeding in the requested format, reference may be made to the specific location of that information in responding to this request.

1. Provide any written information or documentation available containing Fleming-Mason Energy Cooperative Inc.'s ("Fleming-Mason") representation that it would be responsible for damages caused by failure of the Homeguard system.

2. Provide any written information or documentation available verifying that Fleming-Mason represented or otherwise stated that the guarantors of the Homeguard system would be responsible for damages caused to "all appliances" rather than just white appliances.



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Jeff Derouen  
Executive Director  
Public Service Commission  
P. O. Box 615  
Frankfort, KY 40602

DATED       JUL 03 2013      

cc: Parties of Record

Case No. 2013-00010

**Case # 2013-00010**

Jeffrey and Christy Vice (Complainants)

V.

Fleming-Mason Energy Cooperative Inc. (Defendants)

Request for Information from Jeffery and Christy Vice

Answer #1: Fleming Mason Energy DID NOT state FME would be responsible for damages caused by failure of the "Home Guard System". However FME DID state that ANY and ALL household electronics would be covered under the "Home Guard System" if a failure occurred. We purchased the "Home Guard System" policy on FME's "word" and our agreement to add the monthly service charge to our monthly service bill. Again I ask, why would we purchase a policy that DID NOT COVER the "high end" electronics that the complaint was originally initiated??

Answer #2: Fleming Mason Energy suggested that we purchase the "Home Guard System" after FME's insurance company denied paying the claim on our HVAC system. When speaking with Mary Beth she suggested that we purchase the "Home Guard System" and it would pay for any further appliances and electronics that would were damaged due to power outages power surges ect. in our home. There was no mention from Mary Beth that ONLY white appliances would be covered. We received no documentation on the "Home Guard System" other than a box that contained one power strip and five individual outlet surge protectors. We received no contract or any documentation from FME stating that only "white appliances" were covered under the Home Guard System other than the monthly service charge on our FME service bill. However after our claim was submitted to Schneider Electric, we did receive a copy of items covered under the Home Guard System from Schneider Electric and it was then and only then that we were told only "White Appliances" would be covered under their policy.

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Jeffrey and Christy Vice



August 30, 2012

Jeff Vice  
86 Appaloosa Lane  
Sharpsburg, KY 40374

Re: Claim No. R13893

Dear Mr. Vice:

The homeguard unit HG4S250B, has been tested and the unit does show that it sustained a surge. I have included a copy of the test results that you requested. The warranty for the homeguard unit covers up to \$1,000 per "standard white appliance" to replace or repair the units, with a maximum coverage per household of \$10,000. The "standard white appliances" are defined as an HVAC, washer, dryer, stove, refrigerator, freezer, dishwasher, and garbage disposal. I have enclosed a copy of the warranty for your records.

I have also, attached a warranty claim form, if you could please complete the claim form and send it back along with any receipts for the repair or replacement of the devices that are within the warranty period.

If you have any questions about the warranty or claim, please feel free to call me at 801-415-7624.

Sincerely,

A handwritten signature in black ink that reads "Nick McGill". The signature is written in a cursive style.

Nick McGill  
Warranty / Claim Administrator

# Special HomeGuard Defender Plus Limited Warranty

Lifetime Product Replacement on Pluggable Products  
15-Year Product Replacement on Service Entrance

15-Year Connected Equipment Protection:

Standard Residential "White Appliance" - \$1,000 per Appliance \$10,000 per Residence

Eight Outlet Plugstrip w/Cable & Telephone - \$25,000  
Single Outlet w/Telephone - \$250  
Single Outlet w/Cable - \$250  
Single Outlet - \$250  
Three Outlet - \$2,500

This warranty is for the benefit of the original consumer purchaser only and will continue for as long as such original purchaser uses the EFI Electronics Corporation HomeGuard Defender Plus package. Plug-in devices may vary with kit.

electrical system defects, nonauthorized modification or alteration, or catastrophic events. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

## I. Limited Product Replacement Warranty

EFI will repair or replace any EFI product that is defective or is damaged by an electrical surge (including those caused by lightning). This is a lifetime limited warranty for the EFI plug-in products and a fifteen year warranty for the HG-SSD only.

## II. Limited Damaged Equipment Warranty

### a. Scope

For a period of fifteen (15) years after you subscribe to the service, EFI will pay to repair or replace (whichever is less), with like kind or quality, damaged equipment properly connected to the EFI product at the time of the occurrence that is directly damaged by an electrical surge, provided the EFI product (1) was plugged into a grounded, three-prong outlet and (2) was also damaged from the same electrical surge. EFI's liability to repair or replace damaged equipment shall not exceed the amount of warranty coverage set forth above, in the aggregate for the specific surge protector used. At your option, you may also receive a refund of the current depreciated value of the damaged equipment at the time of the occurrence not to exceed this limitation.

### b. Connected Equipment Coverage

The HomeGuard Defender Plus provides the following connected equipment coverage:

1. Meter Base (HGD-120), Hard Wire (HGD-1ARSE) or Panel Mount (HGD120-Y2) Service Entrance SSD: Up to \$1,000 to repair or replace (whichever is less) residential "standard white appliances" which sustain surge damage. Maximum coverage per household: \$10,000. A "standard white appliance" is defined as an HVAC, washer, dryer, stove, refrigerator, freezer, dishwasher and garbage disposal. This portion of the warranty applies to electro-mechanical components and to any micro-processor components. Coverage is applicable only when the Service Entrance SSD (1) was active and fully functional immediately prior to the claim event and (2) sustained surge damage as a result of the claim event.

2. Eight Outlet Plugstrip (HGD-214): Up to \$25,000 to repair or replace (whichever is less) properly connected equipment damaged as the result of SSD failure (the SSD must also sustain surge damage).

3. Single Outlet w/Telephone SSD (HGD1-OET): Up to \$250 to repair or replace (whichever is less) properly connected equipment damaged as the result of SSD failure (the SSD must also sustain surge damage). This warranty is valid for single line phones only.

4. Single Outlet w/Cable TV SSD (HGD1-OEC): Up to \$250 to repair or replace (whichever is less) properly connected equipment damaged as the result of SSD failure (the SSD must also sustain surge damage).

5. Single Outlet SSD (HGD1-OES): Up to \$250 to repair or replace (whichever is less) properly connected equipment damaged as the result of SSD failure (the SSD must also sustain surge damage).

6. Three Outlet (HGD3-1ES): Up to \$2,500 to repair or replace (whichever is less) properly connected equipment damaged as the result of SSD failure (the SSD must also sustain surge damage).

### c. Exclusive Remedy for Damaged Equipment

The above coverage applies to the original purchaser only and is your exclusive remedy under this limited warranty, whether based in contract, tort, product liability, negligence, by statute or otherwise. EFI reserves the right to audit equipment damage, the occurrence site, and/or the cost of repairs and may request a notarized proof of loss. EFI requires you to preserve all damaged equipment and the EFI product for its examination, if necessary. This limited warranty does not cover damage associated with sustained overvoltages, vandalism, theft, normal wear and tear, obsolescence, abuse, failure to ground,

## III. Disclaimer of All Other Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE OR ANY WARRANTIES IMPLIED BY LAW, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU DEPENDING UPON THE EFI PRODUCT YOU PURCHASE, THE APPLICATION AND USE OF YOUR EFI PRODUCT OR YOUR STATUS AS A CONSUMER.

## IV. Limitation of Liability

Seller expressly disclaims any and all liability to utility customer for any consequential or incidental damages, damages for loss of use, loss of profits, income or revenue, loss of time or inconvenience, loss or damage to associated, non-connected equipment, loss of data or records, damages to tangible or intangible property, other than the equipment covered by this warranty, cost of substituted or replacement equipment other than as expressly warranted, damages associated with overvoltages, vandalism, theft, normal wear and tear, obsolescence, abuse, misuse, non-authorized modification, alteration or catastrophic events, or any other incidental, consequential or special damage arising out of the use of the products provided by seller. Seller shall not be liable for punitive, indirect, special, incidental or consequential damages arising out of this agreement or otherwise with respect to the sale of the EFI products, including any lost revenue or profits, consequential and/or incidental damages, business interruption or damage to business reputation, regardless of the theory upon which any claim may be based, including any statutory, tort contract or insurance subrogation causes of action or claims. In no event will seller's entire liability to utility customer, including any liability in the event the exclusive remedy set forth in this agreement fails of its essential purpose, exceed the amount set forth in the above limitation of warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the preceding limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

## V. Warranty Claim Procedure

If any of the SSD products have defects or sustain damage covered by your HomeGuard Defender Plus warranty, call PSG Customer Assistance at 800-567-8743.

To file a claim for power surge damage to connected equipment:

1. Call Customer Assistance at 800-877-1174 ext 407 within 30 days of date of loss to obtain a warranty repair number and claim package.
2. If the claim is related to a service entrance SSD (such as a meter base) you must call your utility to have the product removed. Do not attempt to remove hard wired devices yourself.
3. If the claim is related to a plug-in SSD please remove the SSD.
4. Send the damaged EFI SSD device(s), freight prepaid, along with the completed claim form to EFI Electronics for testing and confirmation of damage.

All warranty inquiries should be directed to: PSG/EFI Enterprises, Inc.  
5186 Commercial Way, Spring Hill, FL 34606 Phone 800-567-8743

8276-0180C WC#PG07C 05/03



# Autopsy Report

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## Test Results

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### Meterbase

RMA #	Date Code	LED	Buzzer	Jaws	Wires	MOV'S	Thermal Fuses
13893	9803	N/A	OUT	OK	OK	OK	OK

Date of Report: August 31, 2012  
CNI # N/A  
RMA # 13893

#### Summary of Results:

##### Overvoltage:

The observed condition of the internal components suggests that the unit was subjected to a sustained overvoltage. The voltage sensitive components used in these devices are unable to withstand elevated voltages for prolonged periods (>60ms) and must be disconnected from the circuit in order to prevent damage to the system. The internal fusing used in these devices is designed to take them safely offline in the event of a sustained overvoltage. Diagnostic indicators will then alert the user that the unit must be replaced.

The causes of these overvoltages are numerous but can include voltage swells, loss-of-neutral, and misapplications (ex. 120V units installed in a 277V system).

If you have any questions, please contact us. Our Customer Service Team is here to serve you Monday thru Friday 7:00 am - 5:00 pm (MST).

Square D Laboratory 1751 S 4800 W Salt Lake City, Utah 84104 (801)-977-9009		
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