

## HomeSmart from Xcel Energy® Terms & Conditions

- One Year Agreement:** You are purchasing the Plan for one full year. Your Plan is payable in twelve equal monthly installments starting when your enrollment is approved, or prepaid for one year if you are not an Xcel Energy utility customer. Unless you or HomeSmart from Xcel Energy® cancels the agreement by written notice given at least thirty (30) days prior to the agreement anniversary date, it is automatically renewed for the next 12 months at the price, terms and conditions then in effect. Your payment signifies acceptance of this agreement. If you add additional coverage or additional appliances or equipment within a contract year, the date of your Plan is extended to the date the new coverage was added.
- Single Family Residence:** Your Plan applies to one single-family residence per agreement. **HomeSmart account must be in the name of the property owner.**
- Coverage Start:** Coverage will begin upon approved enrollment, subject to paragraph 4. You will receive a letter confirming the start date, coverage selected, and pricing.
- Pre-Existing Repair Needs:** Appliances and other equipment covered under the Plan must meet building code requirements and be in good operating condition at the time Plan coverage begins. Pre-existing conditions will not be covered under the Plan. HomeSmart from Xcel Energy® reserves the right to refuse coverage on any appliance or equipment determined to have a pre-existing condition. If you have a service need within the first 30 days, we will schedule that repair and bill you in three equal monthly payments at 0% interest with approved credit.
- Parts and Technicians; Authorized Repairs:** HomeSmart from Xcel Energy® uses qualified, local, and industry trained service providers to perform covered service. The Plan is not responsible for charges or fees for service or parts purchased or installed by you or performed by non-preauthorized service providers. HomeSmart from Xcel Energy® is also not responsible for the negligence or other conduct of the service provider, nor is it an insurer of service provider's performance.
- Parts Availability:** HomeSmart from Xcel Energy® reserves the right to restrict specific makes of equipment from eligibility due to non-availability of parts from the manufacturer and the choice of parts to be used shall be at the sole discretion of HomeSmart from Xcel Energy®.
- Value Of Covered Equipment; Parts Availability:** If HomeSmart from Xcel Energy® estimates the cost of a covered repair to be more than the value of your appliance or other equipment in its current condition or age, or if covered parts are no longer available, HomeSmart from Xcel Energy® may decline to make the repair and recommend that you replace the appliance or other covered equipment.
- Moving And Relocation; Cancellations:** If you move or relocate outside the HomeSmart from Xcel Energy® territory within any 12-month contract period, you can terminate the agreement if you have filed no claims for service within the contract year term. If you have had service during that time, a cancellation fee may apply. **You must contact HomeSmart from Xcel Energy® to cancel your account.** If you move into another area served by HomeSmart from Xcel Energy® your agreement will be transferred to your new address, but you must contact HomeSmart from Xcel Energy® to transfer your account. The Plan is not transferable to the new occupants of your previous home. If you want to cancel your Plan before the end of your 12 month contract term (other than because you are moving outside the HomeSmart from Xcel Energy® territory), you must pay the total remaining payments for the contract term.
- Safe Access:** HomeSmart from Xcel Energy® technicians must have safe access to, and safe working conditions at and around, the appliances and equipment, or service may be declined. HomeSmart from Xcel Energy® will not be required to perform services if any asbestos hazard exists, until it has been determined the hazard has been eliminated.
- Priority Repair – After Hours:** Priority repair calls are answered 24 hours a day, 365 days a year. Priorities constitute potential life threatening conditions such as no heat in the winter. Routine repair, maintenance and service call scheduling is provided Monday through Friday during normal working hours.
- HomeSmart Account:** HomeSmart from Xcel Energy® reserves the right to withhold or cancel service if your HomeSmart account or Xcel Energy utility bill is past due. If you dispute any HomeSmart from Xcel Energy® charges you must do so within 90 days of the invoice date. You accept all charges not disputed within 90 days. In addition, if you fail to pay for services rendered and collection efforts become necessary, you will be responsible for any fees, including reasonable attorney fees, that may result from failure to pay.
- Repaired Or Replaced Appliances:** Appliances on the Plan that have been repaired or replaced under the Plan may not be substituted or removed from the Plan during the term of the agreement.
- Consent To Disclose Utility Customer Data.** To become a HomeSmart from Xcel Energy® customer and to provide you with and bill you for the services you request, HomeSmart from Xcel Energy® requires your authorization to access certain information maintained about you by your utility service provider – Xcel Energy, including billing address, physical

address, customer account number, and payment history on your Xcel Energy utility service account. The authorization form for this disclosure which requires your signature is provided in the HomeSmart Repair Plan Enrollment Application.

14. **Your Responsibilities to HomeSmart from Xcel Energy®**. You agree to protect and hold harmless *HomeSmart from Xcel Energy®* from any and all claims, damages and liability caused by your fault or negligence, or your failure to comply with this agreement. If *HomeSmart from Xcel Energy®* is made a party (without fault on its part) to any lawsuit or arbitration started by or against you, you agree to protect and hold *HomeSmart from Xcel Energy®* harmless, and to pay all costs, expenses and reasonable attorneys' fees incurred or paid by *HomeSmart from Xcel Energy®* in connection with that lawsuit or arbitration. You also agree to pay all costs, expenses and reasonable attorneys' fees that *HomeSmart from Xcel Energy®* may incur or pay in enforcing this agreement.

### **Services / Items Not Covered Under The HomeSmart from Xcel Energy® Plan:**

Your *HomeSmart from Xcel Energy®* Plan is designed to cover most serviceable parts. *HomeSmart from Xcel Energy®* reserves the right to make any and all decisions regarding coverage service or covered items.

1. **Installation, Inspections:** Plan service does not include appliance installation, disconnection, inspection and manufacturer recommended maintenance or recalls, removal of old appliances, and certification of appliances or systems.
2. **Abnormal Conditions, Hazards and Conditions Beyond Our Control:** Plan service does not cover any materials, parts or labor required as a result of abuse, vandalism, fire, freezing, inadequate or defective electrical wiring, plumbing, power or water supply outages, corrosion, rust, negligence, flood, flooded basements, rodents, acts of nature or other abnormal conditions, improper installation, misuse, manufacturer defects or manufacturer recalls. *HomeSmart from Xcel Energy®* will not be responsible for repairs if the repairs cannot be done without violating a local, state or federal law, code or regulation.
3. **Certain Damages and Limitations on Recovery:** *HomeSmart from Xcel Energy®* is not responsible for any damages (direct or indirect or consequential), illness or injury caused by delays, failure to service, unavailability of parts, labor difficulties and other conditions beyond our control. *HomeSmart from Xcel Energy®* is not responsible for costs of food spoilage or other indirect, consequential or incidental damages (indirect losses or injuries) in any circumstance, due to a malfunctioning or inoperable appliance or system. The responsibility and liability of *HomeSmart from Xcel Energy®* for payment of damages to you, regardless of the form of action, will not exceed the reasonable market cost for repair or replacement of the item of equipment covered under the Plan that is damaged or in dispute.
4. **Cosmetic, Flues And Venting:** Plan service does not include parts, labor or failure of appliance cabinets, linings, frames, paint, finishes, flues or venting systems beyond the appliance covered under the Plan.
5. **Commercial Appliances:** Plan service does not cover non-residential appliances or equipment, such as roof-top units, coin-operated clothes washers or dryers, and commercial grade appliances.
6. **Appliance and Equipment Exclusions:**

**Boiler:** Amtrol tank, steam boilers, water supply valve, boiler sections, expansion tanks, conversion burners, oil boilers, gas shutoff valves, air/bleeder vents, zone controls and accessories, wall-mounted units, draining, heat distribution components including radiators, baseboard and in-floor heat, and water storage tank.

**Central Air/Heat Pump:** Window units, Geothermal, A/coil, evaporator coil, condensing coil, compressor & associated refrigerant lines, condensate pump, reversing valve, hard start kit, electrical whip or connections, refrigerant leak test, refrigerant reclaim, refrigerant recycling, TXV, Ductless systems or Mini-splits, HomeSmart from Xcel EnergySM will only add refrigerant if the leak source has been repaired or the leaking component has been replaced.

**Clothes Dryer:** light bulbs, gas supply piping, gas shutoff valves, drum, venting, and steam related parts, units < 3 cubic feet.

**Clothes Washer:** clutches, water supply hoses, water shutoff valves, suds saver, tub/basket and seal, transmission or related parts, rear bearing on front load units, units < 3 cubic feet.

**Dishwasher:** dishwasher racks, light bulbs, water supply line/drain line, water shutoff valves.

**Furnace:** models: Amana HTM, Glo-Core, Hydro-Pulse or Lennox Complete Heat, wall furnaces/heaters, horizontal furnaces, plenum heaters, electronic air cleaners, filters, batteries, conversion burners, heat exchanger, condensate pump, oil furnaces, gas shutoff valves, zone controls and accessories directly connected to the air distribution system such as ductwork, air dampers, damper motors.

**Gas Fireplace:** batteries, remote controls and remote sending unit, gas shutoff valves, vent free units, fire logs, ceramic/tempered glass, gaskets.

**Pool and Spa Equipment:** portable pools, spas or hot tubs, computerized control boards; heat pumps, leaks

**Plumbing Stoppages:** stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside the confines of the main foundation of the home. Stoppages due to roots or foreign objects. Stoppages more than 100 feet from access point. Mainline stoppages when there is no accessible ground level clean out. If the lines are broken or

infiltrated by roots or are otherwise stopped by roots, even if the break, infiltration or stoppage is within 100 feet from the access point, it is not covered. Access to drain or sewer lines from the vent or the removal of the water closet. Costs to locate, access or install a ground level clean out septic tanks.

**Plumbing System:** water softeners, slab leaks, polybutylene pipes. Line leaks in water, drain, waste or vent lines caused by damage resulting from freezing or from roots. Line breaks in water, drain, waste or vent lines caused by damage resulting from freezing or from roots.

**Range:** analog clocks, ceramic/glass cooktops, exhaust fans, gas supply piping, gas flexible connectors, self-cleaning mechanisms, gas shutoff valves, glass door panels, light bulbs.

**Refrigerator:** compressor or associated refrigerant lines/coils, sealed refrigeration unit, light bulbs, water/ice dispenser, water supply line, hard start kit, refrigerant leak test, units < 3 cubic feet, all costs associated with the reclaim/recycling of refrigerants.

**Water Heater:** draining, dip tube, tank flue baffle, gas supply piping, water supply piping, water shutoff valve, gas shutoff valve, anode rod, water heater tanks, wall-mounted (excluded in MN only) or tank-less units, and any cleaning.

## HomeSmart from Xcel Energy® Coverage List

### **FURNACE/BOILER**

Aquastat  
Blower Wheel  
Boiler Pump/Circulating Pump  
Circuit Boards  
Circulating Motor  
Condensate Drain Line  
Element Switch  
Fan Bearings  
Fan Control  
Fan Motor  
Flanges  
Flame Sensor  
Flame Spreader  
Fuses  
Gas Control Valve  
Heater Element  
Ignitor  
Induced Draft Assembly  
Inducer Motor  
Limit Control  
Low Water Cutoff  
Main Burner  
Manifold  
Metal Vent (connector to chimney)  
Pilot Burner  
Power Pack  
Pressure Control & Gauge Pump  
Coupler/Body  
Regulator  
Relay  
Relief Valve  
Sensor  
Sequencer  
Sight Glass  
Thermostat  
Thermocouple  
Transformer  
Wiring Harness (if accessible)

### **WATER HEATER**

Burner Screen  
Drain Valve  
Fan Motor  
Flame Spreader/Ignitor  
Gas Control Valve  
Heater Element (electric)  
Induced Draft Assembly  
Inducer Motor  
Limit Control (Limit Switch)  
Main Burner (gas)  
Metal Vent (connector to chimney)  
Pilot  
Pressure Switch  
Regulator  
Relay  
Relief Valve - Safety or Unloader  
Sail Switch  
Sensor  
Thermocouple  
Thermal Fuse  
Thermostat

### **RANGE**

Buttons/Knobs  
Circuit Boards  
Convection Fan Bearings  
Convection Fan Motor  
Door Hinges  
Fuses  
Gas Control Valve  
Gaskets & Seals  
Handles  
Heater Elements - Burners  
Ignitor - Heat Pilot  
Ignitor Switches  
Main Burner  
Manifold  
Pilot  
Power Cord (Service Cord)  
Receptacles - Burner  
Regulator  
Relay  
Selector Switch  
Sensor  
Surface Element  
Springs/Cables  
Switches  
Thermocouple/Glow Rod  
Thermostat  
Transformer  
Wiring Harness (if accessible)

**CLOTHES DRYER**

Belts and Pulleys  
Blower Wheel  
Buttons/Knobs  
Circuit Boards  
Clips  
Door Catch & Door Switch  
Element Switch  
Fan Motor & Fan Bearings  
Thermal Fuse  
Gas Control Valve  
Gaskets & Seals  
Handles  
Heater Element  
Hinges  
Ignitor - Spark Electrodes  
Limit Control  
Lint Filters  
Main Burner  
Manifold Pilot Burner  
Power Cord (Service Cord)  
Regulator  
Relay  
Rollers/Glides  
Selector Switch  
Sensor  
Springs/Cables  
Switches and Controls  
Thermocouple  
Thermostat  
Timer  
Transformer  
Wiring Harness (if accessible)

**CENTRAL AIR**

**CONDITIONER/HEAT PUMP**

Belts & Pulleys  
Capacitor  
Condensate Drain Line  
Condenser Cleaning  
(as necessary for operation)  
Condenser Fan Motor

Contactors Coil  
Fan Bearings  
Fan Control  
Fuses  
Heater Element  
(external from compressor)  
Limit Control  
Refrigerant (Colorado only)  
(annual 1 lb. maximum)  
Relay  
Thermostat  
Transformer

**CLOTHES WASHER**

Agitators  
Belts & Pulleys  
Buttons/Knobs  
Clips  
Circuit Board  
Door Catches  
Drain Hose  
Drive Motor  
Electric Water Valves  
Electrical Switches  
External Clutch  
Gaskets & Seals  
Handles  
Hinges  
Power Cord (Service Cord)  
Relay  
Sensor  
Snubbers  
Switches  
Temperature Selector Switch  
Thermal Fuse  
Timer  
Transformer  
Water Level Control/Fill Valve  
Water Pump/Motor  
Wiring Harness (if accessible)

**GAS FIREPLACE**

Blower  
Blower Motor  
Burners  
Circuit Board  
Flame Sensor  
Gas Control Valve  
Generators  
Ignitor  
Pilot  
Switches  
Thermocouple  
Thermostat  
Transformer

**DISHWASHER**

Belts & Pulleys  
Circuit Board  
Check Valve  
Chopper (Macerator)  
Door Hinges  
Door Spring  
Door Switch  
Drive Motor  
Fan Control & Motor  
Gaskets & Seals  
Handles  
Heater Element  
Limit Control  
Piston and Nut  
Power Cord (Service Cord)

Pump Motor  
Relay  
Sensors  
Soap/Rinse Dispensers  
Spray Arm  
Thermal Fuse  
Thermostat  
Timer  
Transformer  
Water Control  
Water Pump/Motor  
Water Valves  
Wiring Harness (if accessible)

**REFRIGERATOR**

Air Damper  
Capacitor  
Circuit/Control Board  
Condenser Cleaning  
Condenser/Evaporator Motor  
Defrost Drain Cleaning  
Defrost Drain/Heater and Thermostat  
Door Switch  
Fan Bearings  
Fan Control  
Fan Switch  
Fuses  
Gaskets and Seals  
Icemaker  
Icemaker Fill Tube  
Icemaker Solenoid Valve  
Light Switch  
Limit Control  
Power Cord (Service Cord)  
Relay  
Refrigerant  
Sensor  
Thermostat  
Timer  
Transformer  
Wiring Harness (if accessible)

**PLUMBING SYSTEM**

Line leaks in water, drain, waste or vent lines  
Line breaks in water, drain, waste or vent lines  
Toilet Bowls  
Toilet Tanks  
Toilet Flushing Mechanisms  
Angle Stops  
Risers

**PLUMBING STOPPAGES**

Stoppages in drain, vent and sewer lines  
up to 100 feet from access roots

**POOL AND SPA EQUIPMENT\***

Pumping System  
Filtration System  
Heating System

\*Plan covers pool and/or hot tub or spa if they use common equipment.

If pool and spa or hot tub do not use common equipment, then only one will be covered