



HomeSmart Repair Plan Terms and Conditions

The Xcel Energy HomeSmart maintenance and repair service plan (hereafter "Repair Plan") is designed to help you keep your home's appliances running safely and efficiently. The Repair Plan consists of a variety of products and services that protect and maintain your home's vital appliances and systems. You can customize the Repair Plan by choosing the appliances you want to enroll and the services and coverages that fit your budget. This Terms and Conditions document is applicable to the following HomeSmart products and services: Essential Repair Plan, Premium Repair Plan and Preventive Maintenance.

The Repair Plan is offered by Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, and the Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy (hereafter collectively referred to as "Xcel Energy"). The Repair Plan is not regulated by the Colorado Public Utilities Commission or the Minnesota Public Utilities Commission.

1. **One Year Agreement:** You are purchasing the Repair Plan for one full year. Your Repair Plan is payable in twelve equal monthly installments starting when your enrollment is approved. Unless you or Xcel Energy cancels the agreement by notice given within 30 days of your agreement anniversary date, it is automatically renewed for the next 12 months at the price, terms and conditions then in effect. Your initial payment signifies acceptance of this agreement. If you add additional coverage or additional appliances or equipment, or any other additional options, within a contract year, the expiration date of your Repair Plan is extended to 12 months from the date the new coverage was added.
2. **Single Family Residence:** Your Repair Plan applies to one single-family residence per agreement.
3. **Coverage Start:** Coverage will begin upon approved enrollment, subject to paragraph 4. You will receive a letter and/or email confirming the start date, coverage selected, and pricing. If you decide within 30 days of enrollment that the program is not for you, and you have not made a claim, you may contact a HomeSmart account representative at 866-837-9762 to cancel without obligation.
4. **Equipment Operating Condition:** Appliances and other equipment covered under the Repair Plan must meet local building code requirements and be in good operating condition at the time the Repair Plan coverage begins. Pre-existing conditions will not be covered under the Repair Plan. 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 of enrollment, the repair will be completed, but defined as a "pre-existing condition" and billed at the regular service rate. Xcel Energy will bill you for service provided on "pre-existing conditions" in three equal monthly payments at 0% interest with approved credit.
5. **Parts and Technicians; Authorized Repairs:** Xcel Energy may use its employees (hereafter "Service Technicians") or qualified, local, and industry trained independent providers (hereafter "Service Providers") to perform covered service. The Repair Plan is not responsible for charges or fees for service or parts purchased or installed by you or performed by anyone other than a Service Technician or a Service Provider.
6. **Parts Availability:** Xcel Energy reserves the right to restrict specific makes of equipment from eligibility due to availability of parts from the manufacturer. The choice of parts to be used shall be at the sole discretion of Xcel Energy.
7. **Right to Refuse Repair:** If Xcel Energy estimates the cost of a covered repair to be more than the value of your appliance, or if covered parts are no longer available, Xcel Energy may decline to make the repair and recommend that you replace the appliance or other covered equipment. However, we may be able to assist you through rebates, offers or payment plans.
8. **Moving And Relocation; Cancellations:** If you move or relocate outside the Repair Plan territory, you can terminate the agreement if you have filed no claims in the previous 12 months. If you have had service during that time, a cancellation fee shall apply. If you move into another area served by the Repair Plan, your agreement will be transferred to your new address. In either case, **you must contact a HomeSmart account representative to cancel or transfer your account.**
9. **Safe Access:** Service Technicians and Service Providers must have safe access to, and safe working conditions at and around, the appliances and equipment, or service may be declined. Covered appliances must be located in temperature-controlled spaces, and the work area must have adequate wired lighting, space and cleanliness to perform the work. Specifically, attics, crawlspaces and rooftops provide additional challenges. It is your responsibility to ensure a safe pathway and access in and around the equipment. If access is not adequate, it is your responsibility to improve the access at your expense. Work cannot be performed if the temperature in the space exceeds 85 degrees Fahrenheit. Safety and access of the work area is at the sole discretion of the Service Technician or Service Provider. Xcel Energy will not be required to perform services if any asbestos hazard exists, until it has been determined by the Service Technician or Service Provider in their sole discretion that the hazard has been eliminated.
10. **Business Hours:** Priority repair calls are answered 24 hours a day, 365 days a year. Priorities constitute either i) no heat repair calls are from dates of October 15th to April 15th or ii) actively leaking water sourced from a covered appliance or system not controlled by a stop valve. Routine repair, maintenance and service call scheduling is provided Monday through Friday during normal working hours. If you smell gas or suspect a gas leak, leave immediately and call 911.
11. **HomeSmart Account:** Xcel Energy reserves the right to withhold or cancel your HomeSmart service if your HomeSmart account is past due. Any disputes to Repair Plan charges must be made 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 shall be responsible for any fees, including attorney fees, that result from failure to pay.

12. **Repaired Or Replaced Appliances:** Appliances on the Repair Plan, including appliances that have been repaired or replaced, may not be substituted or removed from the Repair Plan during the 12 months following enrollment, service or replacement.
13. **Consent To Disclose Utility Customer Data.** In order for us to most effectively service your account, the HomeSmart account representative may require your authorization to access certain information maintained about you by your utility service provider, Xcel Energy, including your name, your billing address, physical address, the name of any other individual authorized to act on your behalf, etc.
14. **Your Responsibilities to Xcel Energy.** You agree to protect and hold harmless 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 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 Xcel Energy harmless, and to pay all costs, expenses and attorneys' fees and costs incurred or paid by Xcel Energy in connection with that lawsuit or arbitration. You also agree to pay all costs, expenses and attorneys' fees that Xcel Energy may incur or pay in enforcing this agreement.

Appliance Coverage & Exclusions Under the Xcel Energy HomeSmart Repair Plan:

Xcel Energy HomeSmart strives to ensure the continuous operation of your heating, cooling and hot water systems, and your household appliances. The following sections highlight the specific components of your equipment that will be covered.

When considering coverage for the appliances and systems in your home, it is important to understand the inclusions and limitations of coverage. Appliances can range significantly in terms of age, cost and complexity. Coverage from Xcel Energy HomeSmart is intended to cover basic and primary operation of standard equipment.

Typical repair exclusions include parts/repairs that are non-critical and/or cosmetic in nature, accessories and/or components that are not part of the appliance, and failure of components that are life cycle ending. Also, non-critical features of high-end appliances (not affecting primary operation) may not be covered.

While Xcel Energy will make every effort to repair your equipment, appliances are not intended to last forever. Those past their intended service life are generally not repairable, often due to parts no longer being available, critical component failure and/or the value of the equipment being lower than the cost to repair. Our Replacement Assistance Coverage is a great option to assist with appliance replacement, should it be required.

Finally, it is important for you, the appliance owner, to perform regular maintenance as suggested by the manufacturer. Xcel Energy may not cover repairs to equipment that has been neglected or where reasonable maintenance and upkeep have not been performed.

Your Repair Plan is designed to cover most serviceable parts, but there may be exceptions. It is important to read and fully understand these terms and conditions. Xcel Energy reserves the right to make any and all decisions regarding coverage service or covered items.

Coverage Overview:

Your covered equipment will depend upon the Repair Plan and equipment you select for coverage. The following items are covered for the specific equipment selected for coverage under your chosen Repair Plan. The Repair Plan may be limited by the Coverage Exclusions, pursuant to the description and list in the Exclusions section of this document.

CENTRAL AIR CONDITIONER/HEAT PUMP	EVAPORATIVE COOLER
Capacitor	Bearings
Circuit Boards	Belts & Pulleys
Condensate Drain Line	Blower Wheel
Condenser Cleaning (as necessary for operation)	Circuit Boards
Contactors	Float Valve Assembly
Fan Control	Motor
Fan Motor	Pump
Fuses	Switches
Heater Element (external from compressor)	
Limit Controls	
Refrigerant (annual 1 lb. maximum)	
Relays	
Switches	
Thermostat (standard)	
Transformer	
Wiring Harness (if accessible)	

FURNACE	BOILER
Belts & Pulleys	Aquastat
Blower Wheel	Primary Circulating Pump
Burners	Circuit Boards
Capacitors	Primary Pump Flanges
Circuit Boards	Gas Control Valve
Condensate Drain Line	High Limit Cut-Off
Condensate Neutralizer Kit	Ignitor
Condensate Trap	Inducer Motor Assembly
Fan Control	Low Water Cut-Off
Fan Motor	Pressure Gauge
Flame Sensor	Primary Pump Coupler
Fuses	Relays
Gas Control Valve	Relief Valve
Heating Element	Sensor
Ignitor	Thermocouple
Inducer Motor Assembly	Thermostat (standard)
Limit Controls	Transformer
Main Burner	Wiring Harness
Manifold	
Metal Vent (connector to chimney)	
Pilot Assembly	
Relays	
Sensors	
Sequencer	
Switches	
Thermocouple	
Thermostat (standard)	
Transformer	
Wiring Harness (if accessible)	
WATER HEATER (Gas or Electric)	GAS FIREPLACE
Burner Screen	Blower Assembly
Drain Valve	Burners
Ignitor	Circuit Boards
Flame Sensor	Flame Sensor
Fuses	Gas Control Valve
Gas Control Valve	Ignitor
Heater Element	Motor
Inducer Motor Assembly	Pilot Assembly
Limit Controls	Switches
Main Burner	Thermocouple
Metal Vent (connector to chimney)	Thermopile
Pilot Assembly	Transformer
Pressure Switch	
Relays	
Relief Valve	
Sensors	
Switches	
Thermocouple	
Thermopile	
CLOTHES WASHER	CLOTHES DRYER
Agitator	Belts & Pulleys
Belts & Pulleys	Blower Wheel
Buttons & Knobs	Buttons & Knobs
Clamps	Capacitors
Clips	Circuit Boards
Circuit Boards	Clips
Control Console	Control Console
Coupler	Door Catch
Dispensers	Drum Vanes
Door Catch	Fuses
Door Seals & Boot	Gas Control Valve
Drive Motor	Gaskets & Seals

Fuses	Handles
Gaskets	Heater Element
Handles	Hinges
Hinges	Ignitor
Original Equipment Power Cord (Service Cord)	Limit Controls
Relays	Lint Filter
Rotor/Stator	Main Burner
Sensors	Motor
Shocks	Original Equipment Power Cord (Service Cord)
Supply Hoses	Relays
Switches	Rollers/Glides
Timer	Roller Shaft
Water Pump Assembly	Sensors
Water Valves	Solenoid
Wiring Harness (if accessible)	Springs & Cables
	Switches
	Thermostat
	Timer
	Wiring Harness (if accessible)
REFRIGERATOR	FREEZER (STANDALONE)
Air Damper	Capacitors
Capacitors	Circuit Boards
Circuit Boards	Condenser Cleaning
Condenser Cleaning	Defrost Heater Drain
Defrost Drain Cleaning	Defrost Drain Cleaning
Defrost Drain Heater	Door Cam
Door Cam	Door Shim
Door Shim	Door Closer
Door Closer	Fan Motor
Fan Blade	Fuses
Fan Motor	Gaskets & Seals
Fill Tube Heater	Limit Controls
Fuses	Original Equipment Power Cord (Service Cord)
Gaskets & Seals	Relays
Hinges	Switches
Icemaker	Thermostat
Icemaker Fill Tube	Timer
Limit Controls	Wiring Harness (if accessible)
Mullion Heater	
Original Equipment Power Cord (Service Cord)	
Relays	
Sensors	
Switches	
Thermostat	
Timer	
User Interface (cooling functions only)	
Water Valve	
Wiring Harness (if accessible)	
RANGE/OVEN	COOKTOP
Burners	Burners
Buttons/Knobs	Buttons & Knobs
Circuit Boards	Circuit Boards
Control Console	Elements
Elements	Fuses
Fan Control	Gas Control Valve
Fan Motor	Gaskets & Seals
Fuses	Ignitors
Gas Control Valve	Indicator Lamps
Gaskets & Seals	Limit Controls
Handles	Manifold
Hinges	Original Equipment Power Cord (Service Cord)
Ignitors	Receptacles
Indicator Lamps	Regulator

Limit Controls	Relays
Locking Mechanism	Spark Module
Manifold	Switches
Pilot Assembly	Wiring Harness (if accessible)
Original Equipment Power Cord (Service Cord)	
Receptacles	
Regulator	
Relays	
Sensors	
Spark Module	
Springs & Cables	
Switches	
Thermocouple	
Thermostat	
Wiring Harness (if accessible)	
WALL OVEN	DISHWASHER
Burners	Check Valve
Buttons/Knobs	Circuit Boards
Circuit Boards	Control Console
Elements	Dispensers
Fan Control	Door Catch
Fan Motor	Drain Hose
Fuses	Float Assembly
Gas Control Valve	Fuses
Gaskets & Seals	Gaskets & Seals
Handles	Handles
Hinges	Hinges
Ignitors	Heater Element
Locking Mechanism	Limit Controls
Manifold	Piston & Nut
Pilot Assembly	Original Equipment Power Cord (Service Cord)
Original Equipment Power Cord (Service Cord)	Rack Roller
Regulator	Relays
Receptacles	Sensors
Relays	Spray Arm
Spark Module	Springs & Cables
Springs & Cables	Thermostat
Switches	Timer
Thermocouple	Tower
Thermostat	Water Pump Assembly
Wiring Harness (if accessible)	Water Valves
	Wiring Harness (if accessible)

Exclusions Overview:

1. **Installation, Inspection:** Repair 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:** Repair 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, negligence, flood, flooded basements, rodents, acts of nature or other abnormal conditions, improper installation, misuse, manufacturer defects or manufacturer recalls. Xcel Energy will not perform repairs that in Xcel Energy's sole discretion (or the discretion of the Service Technician or Service Provider) would violate a local, state or federal law, code or regulation.
3. **Damages and Limitations on Recovery:** Xcel Energy is not responsible for any damages, illness or injury caused by delays, refusal to service, availability of parts, labor difficulties and other conditions beyond our control. Xcel Energy is not responsible for costs of food spoilage or other incidental damages in any circumstance, due to a malfunctioning or inoperable appliance or system. The responsibility and liability of Xcel Energy for payment of damages to you, shall not exceed the reasonable market cost for repair or replacement of the item or equipment covered under the Repair Plan that is damaged or in dispute.

4. **Heating and Cooling Systems Limitations:** Repair Plan service is limited to the HVAC primary appliance and does not include accessories, such as humidifiers, electronic air cleaners, air purifiers, zoning controls and systems, and air exchangers. Water heaters used for residential heating must carry both water heater and heating coverage for heating repairs to be performed. Service also does not include replacement of dirty or damaged media filters, which are the customer's responsibility and part of regular maintenance and upkeep.

Leaking air conditioning refrigerant does not constitute appliance failure, and Repair Plan service does not include identification and repair of refrigerant leak(s). Further, the Environmental Protection Agency (EPA) establishes guidelines for refrigerant use and handling, and Xcel Energy complies with these regulations.

Thermostat batteries should be replaced on a regular basis and checked frequently. Service calls for inoperative HVAC equipment due exclusively to loss of battery power at the thermostat will be billed at the normal service rate.
5. **Cosmetic, Flues and Venting:** Repair 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 Repair Plan.
6. **Commercial Appliances:** Repair Plan service does not cover non-residential appliances or equipment, such as roof-top units, coin-operated clothes washers or dryers, and commercial appliances.
7. **Miscellaneous:** Repair Plan service does not include any other appliances, part, or related labor not shown on the Coverage List; any appliance which is missing the manufacturer's original model and serial data plate.

CENTRAL AIR CONDITIONER/HEAT PUMP	EVAPORATIVE COOLER
Window Units	Water Supply
Geothermal	Water Distribution System
Ductless Systems or Mini-Splits	Filters
Evaporator Coil	Damage due to freezing or lack of winterization
Condensing Coil	
Condensate Pump	
Compressor & Associated Refrigerant Lines	GAS FIREPLACE
Reversing Valve	Vent Free Units
Hard Start Kit	Sand Pan Conversions
Electrical Whip or Connections	Gas Shutoff Valves
Refrigerant Leak Test	Venting
Costs associated with the reclaim/recycling of refrigerants	Fire Logs
Xcel Energy will only add refrigerant if the leak source has been repaired or the leaking component replaced	Ceramic Tiles/Tempered Glass
HVAC Accessories such as Humidifiers, Electronic Air Cleaners, Zoning Systems, Air Purifiers, Air Exchangers	Gaskets
Filter Replacement	Remote Controls & Remote Sending Unit
Thermostat Batteries	Batteries
FURNACE	BOILER
Models: Amana HTM, Glo-Core, Hydro-Pulse	Steam Boilers
Lennox Complete Heat or Pulse	Wall-Mounted Units
Wall Furnaces	Glycol
Plenum Heaters	Conversion Burners
Oil Furnaces	Oil Burners
Space Heaters or Garage Heaters	Boiler Sections
Conversion Burners	Expansion Tanks
Heat Exchanger	Hydronic Coil
Gas Shutoff Valves	Back Flow Preventer
Condensate Pump	Condensate Pump
Condensate Collector Box	Water Supply Valve
HVAC Accessories such as Humidifiers, Electronic Air Cleaners, Zoning Systems, Air Purifiers, Air Exchangers	Fill Valve/AutoFill Valve
Filter Replacement	Gas Shutoff Valves
Thermostat Batteries	Air/Bleeder Vents
	Zone Controls & Accessories
	Zone Valves
WATER HEATER	Zone Pumps
Wall-Mounted or Tankless Units	Draining
Water Heater Tanks	Heat distribution components including piping, radiators, baseboard and in-floor heat, and water storage tank
Cleaning	
Draining	

Hydronic Coil	WALL OVEN
Circulating Pump	Microwave ovens and/or microwave oven components
Gas Supply Piping	Exhaust Systems
Water Supply Piping	Gas Supply Piping
Water Shutoff Valve	Gas Flexible Connectors
Gas Shutoff Valve	Gas Shutoff Valves
Dip Tube	Glass Door Panels
Tank Flue Baffle	Wiring Harness (if accessible)
Anode Rod	Analog Clocks
	Light Bulbs
REFRIGERATOR	
Compressor or Associated Refrigerant Lines/Coils	
Sealed Refrigeration Unit	CLOTHES WASHER
Water/Ice Dispenser	Clutch/Brake
Water Supply Line	Transmission/Basket Drive
Hard Start Kit	Main Bearing & Seal
Doors/Handles	Tub/Basket
Door Rails	Water Shutoff Valves
Light Bulbs	Pedestals
Refrigerant Leak Test	
Units <14 cubic feet	CLOTHES DRYER
Units in unconditioned areas/spaces	Drum
Costs associated with the reclaim/recycling of refrigerants	Venting
Cameras, interactive display panels and associated connectivity not necessary for refrigeration	Steam-Related Parts
Wifi connectivity issues	Gas Supply Piping
Removal or reinstallation of built-in refrigerators	Gas Shutoff Valves
	Light Bulbs
	Pedestals
COOKTOP	
Induction Units	FREEZER (STANDALONE)
Ceramic/Glass Cooktops	Compressor
Exhaust Systems	Refrigerant
Gas Supply Piping	Units <7 cubic feet
Gas Flexible Connectors	Units in unconditioned areas/spaces
Gas Shutoff Valves	Costs associated with the reclaim/recycling of refrigerants
Glass Door Panels	
Hood	
Analog Clocks	
Light Bulbs	
DISHWASHER	RANGE/OVEN
Water Supply Line/Drain Line	Induction Units
Water Shutoff Valves	Microwave ovens and/or microwave oven components
Tub	Over the range microwave/convection oven
Dishwasher Racks	Ceramic/Glass Cooktops
Door Panel	Exhaust Systems
	Steam-Related Parts
	Gas Supply Piping
	Gas Flexible Connectors
	Gas Shutoff Valves
	Glass Door Panels
	Hood
	Analog Clocks
	Light Bulbs



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HomeSmart Systems Coverage Terms and Conditions

Xcel Energy HomeSmart systems coverage plans (hereafter "Systems Plans") are designed to help you keep your home's primary systems operating safely and efficiently. The Systems Plans consist of a variety of coverages that protect and maintain your home's vital operating systems. This Terms and Conditions document is applicable to the following HomeSmart systems coverages: Plumbing System, Main Drain Sewer Line Stoppages, Interior Gas Line, Interior Electrical Wiring.

The System Plans are offered by Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, and the Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy (hereafter collectively referred to as "Xcel Energy"). The System Plans are not regulated by the Colorado Public Utilities Commission or the Minnesota Public Utilities Commission.

1. **One Year Agreement:** You are purchasing a Systems Plan for one full year. Your Systems Plan is payable in twelve equal monthly installments starting when your enrollment is approved. Unless you or Xcel Energy cancel the agreement by notice given within 30 days of your agreement anniversary date, it is automatically renewed for the next 12 months at the price, terms and conditions then in effect. Your initial payment signifies acceptance of this agreement. If you add additional coverage or additional appliances or equipment, or any other additional options, within a contract year, your contract resets and the expiration date of your Systems Plan is extended to 12 months from the date the new coverage was added.
2. **Single Family Residence:** Your Systems Plan applies to one single-family residence per agreement. Recreational vehicles or homes intended to be moved, as well as commercial buildings, are not eligible for coverage. Plan does not cover any systems shared with a third party or covered by a homeowner's, condominium or like association.
3. **Coverage Start:** Coverage will begin upon approved enrollment, subject to paragraph 4. You will receive a letter and/or email confirming the start date, coverage selected, and pricing. If you decide within 30 days of enrollment that the program is not for you, and you have not made a claim, you may contact a HomeSmart account representative at 866-837-9762 to cancel without obligation.
4. **Systems Operating Condition:** Systems covered under the Systems Plan must meet local building code requirements and be in good operating condition at the time the Systems Plan coverage begins. Pre-existing conditions will not be covered under the Systems Plan. Xcel Energy reserves the right to refuse coverage on any systems determined to have a pre-existing condition. If you have a service need within the first 30 days of enrollment, the repair will be completed, but defined as a "pre-existing condition" and billed at the regular service rate. Xcel Energy will bill you for service provided on "pre-existing conditions" in three equal monthly payments at 0% interest with approved credit.
5. **Parts and Technicians; Authorized Repairs:** Xcel Energy may use its employees (hereafter "Service Technicians") or qualified, local, and industry trained independent providers (hereafter "Service Providers") to perform covered service. The Systems Plan is not responsible for charges or fees for service or parts purchased or installed by you or performed by anyone other than a Service Technician or a Service Provider.
6. **Parts Availability:** The choice of parts to be used, if required, shall be at the sole discretion of Xcel Energy.
7. **Access and Restoration:** Systems must be reasonably accessible. Buried pipes or lines, or pipes or lines encased in cement are not covered. Pipes and lines in walls, ceilings and floors which can be accessed, may require exposure by removal of materials such as drywall, plaster, etc. Upon repair, floors, ceilings or walls may be restored to a rough finish by you or a contractor of your choosing, the cost of which may be applied to the benefit limit.
8. **Annual Benefit Limit:** Multiple service calls are allowed up to the benefit limit. Coverage is up to a maximum \$3,500 per year for covered parts, labor, restoration and any other fees to perform the work.
9. **Moving And Relocation; Cancellations:** If you move or relocate outside the Systems Plan territory, you can terminate the agreement if you have filed no claims in the previous 12 months. If you have had service during that time, a cancellation fee shall apply. If you move into another area served by the Systems Plan, your agreement will be transferred to your new address. In either case, **you must contact a HomeSmart account representative to cancel or transfer your account.**
10. **Safe Access:** Service Technicians and Service Providers must have safe access to, and safe working conditions at and around the covered systems, or service may be declined. Covered systems must be located in temperature-controlled spaces, and the work area must have adequate wired lighting, space and cleanliness to perform the work. Specifically, attics, crawlspaces and rooftops provide additional challenges. It is your responsibility to ensure a safe pathway and access in and around the equipment. If access is not adequate, it is your responsibility to improve the access at your expense. Work cannot be performed if the temperature in the space exceeds 85 degrees Fahrenheit. Safety and access of the work area is at the sole discretion of the Service Technician or Service Provider. Xcel Energy will not be required to perform services if any asbestos hazard exists, until it has been determined by the Service Technician or Service Provider in their sole discretion that the hazard has been eliminated.

11. **Business Hours:** Priority repair calls are answered 24 hours a day, 365 days a year. Priorities constitute either i) no heat repair calls are from dates of October 15th to April 15th or ii) actively leaking water sourced from a covered appliance or system not controlled by a stop valve. Routine repair, maintenance and service call scheduling is provided Monday through Friday during normal working hours. If you smell gas or suspect a gas leak, leave immediately and call 911.
12. **HomeSmart Account:** Xcel Energy reserves the right to withhold or cancel your HomeSmart service if your HomeSmart account is past due. Any disputes to Systems Plan charges must be made 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 shall be responsible for any fees, including attorney fees, that result from failure to pay.
13. **Consent To Disclose Utility Customer Data.** In order for us to most effectively service your account, the HomeSmart account representative may require your authorization to access certain information maintained about you by your utility service provider, Xcel Energy, including your name, your billing address, physical address, the name of any other individual authorized to act on your behalf, etc.
14. **Your Responsibilities to Xcel Energy.** You agree to protect and hold harmless 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 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 Xcel Energy harmless, and to pay all costs, expenses and attorneys' fees and costs incurred or paid by Xcel Energy in connection with that lawsuit or arbitration. You also agree to pay all costs, expenses and attorneys' fees that Xcel Energy may incur or pay in enforcing this agreement.

Systems Coverage & Exclusions Under the Xcel Energy HomeSmart Repair Plan:

Xcel Energy HomeSmart strives to ensure the continuous operation of your household systems.

When considering the coverage for systems in your home, it is important to understand the inclusions and limitations of the coverage. Coverage from Xcel Energy HomeSmart is intended to cover basic and primary operation of standard equipment.

Also, it is important for you, the homeowner, to perform regular preventive maintenance to enable continued operation of the systems in your home, including regular cleaning and operation as intended for the particular system. Xcel Energy may not cover repairs to systems that have been neglected or where reasonable maintenance and upkeep have not been performed.

Your systems coverage is designed to cover the basic operations of the vital systems in your homes, but there may be exceptions. It is important to read and fully understand these terms and conditions. Xcel Energy reserves the right to make any and all decisions regarding coverage service or covered items.

Coverage Overview:

Your covered systems will depend upon the type of coverage selected. The following items are covered for the specific systems and components selected for coverage. The Systems Plan may be limited by the Coverage Exclusions, pursuant to the description and list in the Exclusions section of this document.

Interior Plumbing System coverage includes:

Repair to line leaks or breaks in water, drain or waste lines, from main supply valve to individual shut-off valves throughout the home (prior to accessory supply lines); up to and out of (but not including) plumbing accessories (toilet, faucet, tub, sink, shower head, appliance, etc.).

Main Drain Sewer Line Stoppages coverage includes:

Clearing of mainline sewer drain stoppages up to 100 feet from access point, which can be cleared with standard sewer cable through an accessible, existing ground level cleanout without excavation.

Interior Gas Line coverage includes:

Repair of natural gas lines inside the home from the point after the meter and including in-line gas shut-off valves, pipes, fittings, and connectors that fail due to normal wear and tear. For propane systems, the line and connections from the point the piping enters the home.

Interior Electrical Wiring coverage includes:

Repair of electrical lines inside the home, including the electrical panel and standard interior copper wiring to the switch, outlet (including GFCI) or junction box.

Exclusions:

General Exclusions:

1. **Abnormal Conditions, Hazards and Conditions Beyond Our Control:** Systems 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, negligence, flood, flooded basements, rodents, acts of nature or other abnormal conditions, improper installation, misuse, manufacturer defects or manufacturer recalls. Correction of, or reimbursement for, any repairs or restorations made by you or anyone you hire and not authorized by us are not covered. Xcel Energy will not perform repairs that in Xcel Energy's sole discretion (or the discretion of the Service Technician or Service Provider) would violate a local, state or federal law, code or regulation.
2. **Moves or Improvements of Existing System Components:** Any correction, upgrade or move of your existing system in order to meet any code, law, regulation or ordinance will not be covered, but may be performed at an additional cost and on a case-by-case basis.
3. **Damages and Limitations on Recovery:** Xcel Energy is not responsible for any damages, illness or injury caused by delays, refusal to service, availability of parts, labor difficulties and other conditions beyond our control. Xcel Energy is not responsible for costs of food spoilage or other incidental damages in any circumstance, due to a malfunctioning or inoperable appliance or system. The responsibility and liability of Xcel Energy for payment of damages to you, shall not exceed the reasonable market cost for repair or replacement of the item or equipment covered under the Repair Plan that is damaged or in dispute.
4. **Miscellaneous:** System Plan service does not include any other services or related labor not shown on the Coverage List.

Systems Exclusions:

Interior Plumbing System

Plumbing accessories (toilet, faucet, tub, sink, shower head, appliance). Water damage associated with a line leak or break. Water softeners. Slab leaks (pipe leaks within concrete). Septic tanks. Irrigation systems. Fire suppression systems. Hose bibbs. Polybutylene pipes. Sewer line stoppages or damage.

Main Drain Sewer Line Stoppages

Accessory drains (sinks, tubs, toilets, etc.), including p-traps - these are the homeowner's responsibility and should be cleared with a plunger or common snake. Collapsed, damaged or broken sewer line. Sewer line replacement or repair. Stoppages where there is no accessible ground level clean out. Septic tanks. Water damage associated with the line leak or break.

Interior Gas Line

Exterior pipes to outbuildings or other structures not attached to the primary residence. Corrugated stainless steel pipe, plastic pipe, brass pipe or cast iron pipe.

Interior Electrical Wiring

Components outside the home (not attached to the home). Any power-generating or power-consuming devices or equipment. Service rated at more than 200 amps. Low voltage, doorbell or thermostat wiring. Obsolete parts. Appliance repair. Home networking, voice, data and video cabling, control systems or components, buried wires, overhead lines. Resetting of circuit breakers or system controls.



Home**Smart**



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HomeSmart® Replacement Assistance Plan Terms and Conditions

The Xcel Energy HomeSmart® Replacement Assistance Plan (hereafter “Replacement Assistance Plan”) is available as optional coverage under the HomeSmart Essential Appliance Repair Plan or HomeSmart Premium Appliance Repair Plan. The Replacement Assistance Plan helps offset the cost to replace non-repairable appliances and HVAC equipment, and is subject to the terms and conditions of the Repair Plan, which is incorporated herein.

The Replacement Assistance Plan is offered by Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, and the Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy (hereafter collectively referred to as “Xcel Energy”). The Replacement Assistance Plan is not regulated by the Colorado Public Utilities Commission or the Minnesota Public Utilities Commission.

- 1. One Year Agreement:** You are purchasing the Replacement Assistance Plan for one full year. It is not stand-alone coverage, and must be purchased with the Repair Plan, and is subject to compliance with the Repair Plan terms and conditions. Coverage begins when your enrollment is approved (“Effective Date”) subject to Paragraph 1 and 4 of the Repair Plan, and is payable in twelve equal monthly installments, or prepaid for one year if you are not an Xcel Energy utility customer. Your coverage cannot be cancelled, except as noted in the moving and relocation terms of the Repair Plan, until the end of the 12-month period as measured from the plan Effective Date. Unless you or Xcel Energy cancel the agreement by notice given within 30 days of your 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, or any additional options, within a contract year, the expiration date of your plan is extended to 12 months from the date the new coverage was added. Xcel Energy reserves the right to change the plan, or terminate customers due to fraudulence at any time.
- 2. Claim Eligibility:** The Replacement Assistance Plan provides a fixed replacement reimbursement amount to you (see table below) under the terms and conditions defined in the Repair Plan, specifically: If Xcel Energy estimates the cost of a covered repair to be more than the value of your appliance, or if covered parts are no longer available, Xcel Energy may decline to make the repair and recommend that you replace the appliance or other covered equipment. (Section 7 of the Repair Plan Terms and Conditions).

While the Replacement Assistance Plan provides for a substantial reimbursement amount to assist in replacement of your appliance, you should expect to have additional out-of-pocket expense to cover the difference between the reimbursement amount and the total cost of new equipment, such as removal and disposal, delivery, installation, taxes, and any difference in the retail cost of the new appliance. Replacement performed via a charitable or government-assisted program, or a manufacturer’s warranty, is not eligible for reimbursement.

Replacement Reimbursement Schedule:

Appliance Type	Reimbursement Amount
Furnace	\$1,000
Boiler	\$1,800
Central A/C / Heat Pump	\$1,000
Evaporative Cooler	\$400
Gas Fireplace Insert	\$1,000
Water Heater	\$450
Range/Oven	\$550
Cook Top	\$450
Wall Oven	\$800
Refrigerator*	\$750
Freezer	\$350
Dishwasher	\$450
Clothes Washer	\$500
Clothes Dryer	\$500

*Refrigerators <14 cubic feet capacity are ineligible for reimbursement

- 3. Covered Appliances:** The Replacement Assistance Plan is applicable only for appliances you currently own and have covered under The Repair Plan, and covers only the non-repairable appliance. The Replacement Assistance Plan limits payments for non-compatibility, or combination appliances to only the affected appliance. Example 1: If the A/C is condemned, but the existing furnace is not compatible with a new A/C, the customer is responsible for the purchase of a new furnace. Example 2: If a dryer fails in a stackable washer and dryer unit, only the dryer qualifies for payment (not the washer – despite the fact a new washer/dryer unit may need to be purchased).

4. **New Replacement Purchase:** Under the Replacement Assistance Plan, you SHALL NOT purchase a replacement appliance without prior approval from a HomeSmart representative. Once approved, you are responsible for selecting and purchasing the new replacement appliance and must provide valid proof of purchase to a HomeSmart representative by returning a copy of the completed claim form, containing the make, model and serial number of the new appliance, and also a detailed receipt(s) containing the name, address and phone number of retailer or contractor, date of purchase, proof of payment, and make of appliance. This must be submitted within 90 days of claim approval, or payment will be forfeited. The purchase of used or refurbished appliances are not eligible for replacement reimbursement. New replacement appliances will continue under the repair plan in the place of the replaced appliance for the duration of the plan coverage term.
5. **Claim Payment:** After the completed approval form and detailed receipt are received and approved by a HomeSmart representative, payment will be mailed for the approved allowance per the Replacement Reimbursement Schedule. Please allow up to 8 weeks for receipt of funds. Under the HomeSmart Repair and Replacement Assistance Plans, Xcel Energy reserves the right to deny reimbursement on past due or cancelled accounts.
6. **Life Cycle Ending:** The following parts are not covered for repair under the repair plan terms and conditions, but their failure may qualify for reimbursement under replacement assistance: furnace or boiler heat exchanger, air conditioner, refrigerator or freezer compressor and evaporator coil, water heater tank, and clothes washer transmission or main bearing. Xcel Energy reserves the right to make any and all decisions regarding replacement and reimbursement, including inspecting the replacement appliance.
7. Terms and conditions are subject to change at any time. For the most current version visit: xcelenergy.com/homesmart



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HomeSmart® Electronics Surge Protection Plan Terms and Conditions

The Xcel Energy HomeSmart Electronics Surge Protection Plan (Surge Plan) provides for the repair or replacement of electronics located within a single family residence and up to a specified coverage limit, which have been damaged by an electrical surge.

The Surge Plan is offered by Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, and the Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy (hereafter collectively referred to as "Xcel Energy"). The Surge Plan is not regulated by the Colorado Public Utilities Commission or the Minnesota Public Utilities Commission.

1. **Plan Coverage:** In consideration for payment of the monthly Surge Plan fee, and subject to the Terms and Conditions, the Surge Plan provides for reimbursement for the repair of covered electronics, or if not repairable, the replacement value of covered electronics, subject to these Terms and Conditions, in the event they are subject to a power surge that results in their failure, plus reasonable technician costs associated with the evaluation or determination of cause of failure (electrician diagnostic fee, trip charge, etc.). A power surge means an occurrence of a sudden and non-continuous increase or burst of electricity or electrical current, caused by natural or man-made events, including lightning strikes, power spikes or returns after an outage, and wildlife interfering with power lines.
2. **Plan Term:** Surge Plan coverage will begin upon approved enrollment and is for an initial 12-month period. You will receive a letter confirming the effective date, coverage selected, and pricing. Your Surge Plan coverage is payable in twelve equal monthly installments starting when your enrollment is approved. After 12 months, you may cancel the plan at any time, as long as you have had no paid service and/or replacement claims in the previous 12 months. If you have had paid service and/or replacement claims in the previous 12 months, coverage will automatically extend 12 months from the date of the last check issued to you on your service and/or replacement claim.
3. **Coverage Limit:** The total maximum coverage limit per 12-month period is \$2,000. Any repair or replacement charges beyond the coverage limit are your responsibility.
4. **Single Family Residence:** Your Surge Plan applies to one single-family residence per agreement. That Single Family Residence must be used solely for residential purposes, and may include a single family house, condominium (single unit) or apartment (single unit) assigned an individual service address. The Surge Plan may not be applied broadly (multiple units) to a multi-unit dwelling or multi-family dwelling. The Single Family Residence DOES NOT include property used in whole or in part for commercial purposes, including, but not limited to a day care facility, a group home or fraternity-type house, "bed and breakfast", church or school, and property that is used commercially.
5. **Electricians; Assessment and Authorized Repairs:** In order for Xcel Energy to accept the electrician's statement required in Paragraph 6 of these Terms and Conditions, that electrician must be licensed within the state where the Single Family Residence is located. The electrician must assess the damage to the Covered Electronics caused by a power surge. The electrician must document a power surge took place and assess the damage to Covered Electronics per the claims process (paragraph 6). Xcel Energy reserves the right in all cases to determine if a particular electrician is qualified, and is not responsible for the negligence or other conduct of the electrician you choose, nor is it an insurer of the electrician's performance.
6. **Claim Process:** The procedure for seeking reimbursement for the repair, or if not repairable, the replacement value of your covered property, in the case of a failure due to a power surge is as follows:
 - a. You must fully complete a Claim Form. You can obtain a Claim Form via download from xcelenergy.com/HomeSmart, or by contacting us at 1-866-837-9762.
 - b. You must obtain documentation (i.e. invoice) from a qualified electrician (para 5) on business letterhead, including name, address, and telephone number of the qualified electrician or company, which includes the following:
 - i. A complete listing and description of the Covered Electronics, and the charges to repair the Covered Electronics, as well as any related services performed, and the charges associated with those services.
 - ii. If any Covered Electronics are deemed unrepairable by the qualified electrician, a statement that such Covered Electronics are not repairable.
 - iii. A statement that the damage to the covered property was caused by a power surge and the date of the power surge (Xcel Energy reserves the right to validate, in its sole discretion, whether there has been a power surge at your residence that caused the failure)
 - c. If any Covered Electronics are not repairable, **you must submit a copy of the receipt(s)** for the purchase of a comparable replacement(s), showing the purchase price. If original receipts are submitted, they will not be returned. In no case will the reimbursement exceed the original purchase price of the Covered Electronics.
 - d. The claim form must be completed in full and received by Xcel Energy HomeSmart within 30 (thirty) days from the date of the surge event.
7. **Claim Payment:** After the Claim Form and required supporting documentation is received and approved by Xcel Energy, payment will be mailed to the customer for the approved reimbursement, subject to the Coverage Limit. Please allow up to 8 weeks for receipt of funds.

8. **Covered Electronics:** Items covered under the Surge Plan include, but are not limited to: Televisions, Tablets and Netbooks, Cell Phones, Gaming Systems, Laptop Computers, Video Surveillance/Alarm Monitoring Systems, DVD/DVR, Blu-Ray & Streaming Media Players, Desktop Computers, Keyboards/Mouses, Storage Devices, Audio Tuners/Receivers/Amplifiers, Home Theater Sound Systems (Speakers, Sound Bars), Printers, Digital Cameras, Networking & Wireless Devices, Monitors, Projectors, LED Light Bulbs.
9. **Coverage Exclusions:** The Surge Plan does not cover damage resulting from normal wear and tear, misuse, accidents, water damage, acts of God (other than lightning) like fire, windstorm, flood, etc. In addition, the plan does not cover:
- i. Failure of Covered Electronics prior to the effective date
 - ii. Non-Electronics equipment including, but not limited to medical or life support equipment, antiques, any motor-driven appliances, plumbing, heating system cooling or air conditioning
 - iii. Failure of Covered Electronics due to any cause other than a power surge, including but not limited to failure caused by normal wear and tear, accident, abuse, misuse, unauthorized product modifications or alterations, failure to follow the manufacturer's instructions, vandalism, continuous steady over-voltages as a result of power delivery system damage or flaws, or caused by an onsite backup generator
 - iv. Damage to any property not owned by a household member or located at the service address at the time of loss
 - v. Any property that is not used for residential purposes, including but not limited to property located in a dwelling used in whole or in part for commercial purposes such as, but not limited to, a day care facility, a group home or fraternity-type house, "bed and breakfast", church or school, and property that is used commercially
 - vi. Failure of Covered Electronics not reported in a claim within thirty (30) days of the date of the applicable power surge
 - vii. Any losses, costs of fees not directly related to the replacement value of the covered property, including but not limited to loss or corruption of data and/or the restoration of software and operating systems associated with any covered property, any costs associated with upgrades, components, parts, or equipment required due to the incompatibility of any existing equipment with the replacement system, service line or component, or part thereof, any costs associated with construction, carpentry, or other modifications made necessary by the existing equipment or installing different equipment or as necessary to comply with federal, state, and local law, code, regulation, or ordinance, and any fees or costs associated with the removal, installation or reinstallation, and/or disposal of (1) old and/or replacement systems, (2) service lines and/or (3) components, and any fees or any costs related to disposal fees arising from hazardous or toxic material, or asbestos
 - viii. Covered Electronics and or any components that do not meet industry standards
 - ix. Failure of Covered Electronics that are covered by any insurance policy or other warranty or service warranty
10. **Moving And Relocation; Portability and Cancellations:** The Surge Plan is available in Minnesota and Colorado. If you move or relocate within the initial 12-month contract period, or within 12-months of a Surge Plan claim, you may continue Surge Plan coverage at your new residence. If your move is outside the initial 12-month contract or claim period claim, or outside of MN or CO, you may choose to terminate the agreement. If you have had a claim during that time, a cancellation fee may apply. **You must contact a Xcel Energy HomeSmart® account representative to cancel your account.**
11. **Your Responsibilities to Xcel Energy.** You agree to indemnify and hold harmless 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 Xcel Energy is made a party (without fault on its part) to any lawsuit or arbitration started by or against you, you agree to indemnify and hold Xcel Energy harmless, and to pay all costs, expenses and reasonable attorneys' fees incurred or paid by Xcel Energy in connection with that lawsuit or arbitration. You also agree to pay all costs, expenses and reasonable attorneys' fees that Xcel Energy may incur or pay in enforcing this agreement.
12. Terms and conditions are subject to change at any time. For the most current version visit: xcelenergy.com/homesmart



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