

HomeSmart from Xcel Energy[®] Repair Plan 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 Energy®* 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.

Freezer (standalone): compressor, refrigerant, food spoilage.

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, food spoilage.

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

Customer's covered equipment will depend upon the Plan and equipment selected by the Customer for coverage. The following items are covered for equipment selected by the Customer for coverage under the chosen Plan:

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
Contactor 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)

FREEZER (STANDALONE)

Capacitor
Condenser Pan
Defrost Heater
Fan Control
Fan Motor
Fan Switch
Fuses
Gaskets & Seal
Harness (accessible)
Light Switch
Limit Control
Service Cord
Relay
Thermostat
Timer

For an additional monthly fee, Customer will receive the following additional coverage:

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

For an additional monthly fee, Customer will receive the following additional coverage:

PLUMBING STOPPAGES

Stoppages in drain, vent and sewer lines

*up to 100 feet from access roots

For an additional monthly fee, Customer will receive the following additional coverage:

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.