



Welcome Home Gift Coverage Terms and Conditions

The HomeSmart from Xcel Energy® Welcome Home Gift Coverage (hereafter Gift Coverage) is appliance and system repair coverage provided to you, the new home buyer, by your contracted real estate broker (hereafter Broker). The coverage plan is designed to keep your home's appliances running safely and efficiently and is provided for twelve months from the coverage start date. You can choose four appliances to receive coverage, and you can add appliances for additional cost beyond the provided coverage. Gift Coverage 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 Gift Coverage Plan is not regulated by the Colorado Public Utilities Commission or the Minnesota Public Utilities Commission.

1. **One Year Agreement:** You are receiving Gift Coverage for one full year. Your coverage is prepaid by your Broker for one year and begins when your enrollment is approved. Your enrollment signifies acceptance of this agreement.
2. **Additional Coverage:** You may add additional coverage or additional appliances or equipment, or any other additional options to your Gift Coverage at any time during your initial contract year; however, it will be at your expense and billed monthly. At the end of your Gift Coverage period, you will have the opportunity to transfer your coverage to an available HomeSmart Repair Plan, paid monthly and subject to the appropriate terms and conditions.
3. **Single Family Residence:** Your coverage applies to one single-family residence per agreement. **If you add additional appliances to your Gift Coverage, and/or extend protection beyond the initial twelve months, the coverage account must be in the name of an Xcel Energy account holder.**
4. **Coverage Start:** Coverage will begin upon approved enrollment, subject to paragraph 5. You will receive a letter confirming the start date, coverage selected, and pricing (if additional appliances are added).
5. **Pre-Existing Repair Needs:** Appliances and other equipment covered under Gift Coverage must meet building code requirements and be in good operating condition at the time the coverage begins. Pre-existing conditions will not be covered under Gift Coverage or for any appliances added. 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.
6. **Parts and Technicians; Authorized Repairs:** Xcel Energy may use its employees (hereafter "Service Technicians") or qualified, local, and industry trained independent providers to perform covered service (hereafter "Service Providers"). Gift Coverage does not cover 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. Xcel Energy is also not responsible for the negligence or other conduct of a Service Provider, nor is it an insurer of Service Provider's performance.
7. **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.
8. **Right to Refuse Repair:** If 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, 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.
9. **Moving And Relocation; Cancellations:** If you move or relocate outside the coverage territory within the initial 12-month period, your Gift Coverage is not transferrable and you must contact a HomeSmart account representative to cancel your account. If you have additional purchased coverage, you can terminate the agreement if you have filed no claims for service within the contract year term. If you have had service on items added in addition to the Gift Coverage during that time, a cancellation fee may apply. **You must contact a HomeSmart® account representative to cancel your account.** If you move into another HomeSmart coverage area, you may transfer your additional coverage to your new address, as long as it meets the minimums for a standard HomeSmart coverage plan. You must contact a HomeSmart account representative to transfer your account. Gift Coverage is not transferable to the new occupants of your previous home. If you wish to cancel any additional coverage you may have purchased before the end of your 12 month contract term (other than because you are moving outside of the coverage territory), you must pay the total remaining payments for the contract term.

10. **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. Safe working conditions include, but are not limited to, temperature-controlled spaces. Xcel Energy will not be required to perform services if any asbestos hazard exists, until it has been determined the hazard has been eliminated.
11. **Priority Repair – After Hours:** Priority repair calls are answered 24 hours a day, 365 days a year. Priorities constitute either i) no heat when the daily low temperature is forecasted to be less than 45 degrees Fahrenheit or ii) actively leaking water sourced from a covered appliance. Routine repair, maintenance and service call scheduling is provided Monday through Friday during normal working hours.
12. **HomeSmart Account:** Xcel Energy reserves the right to withhold or cancel any additional purchased coverage if your coverage payments or Xcel Energy utility bill is past due. If you dispute any coverage 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.
13. **Repaired Or Replaced Appliances:** Appliances selected for Gift Coverage and any additional appliances added to coverage, including appliances that have been repaired or replaced, may not be substituted or removed from the Repair Plan during the term of the agreement.
14. **Consent To Disclose Utility Customer Data:** To become a Gift Coverage recipient and to provide you with and bill you for any additional coverage you may request, the HomeSmart® account representative requires your authorization to access certain information maintained about you by your utility service provider, Xcel Energy, including your name, your billing address, physical address, customer account number, the name of any other individual authorized to act on your behalf, and payment history on your Xcel Energy utility service account. The authorization may be completed during online enrollment, or via a consent form provided to you.
15. **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 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.

Terms and conditions are subject to change at any time. For the most current version visit: xcelenergy.com/homesmart

Services / Items Not Covered Under Gift Coverage (or additional purchased coverage):

Your Gift Coverage is designed to cover most serviceable parts. Xcel Energy reserves the right to make any and all decisions regarding coverage service or covered items.

1. **Installation, Inspections:** 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:** 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. 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:** Xcel Energy is not responsible for any damages (direct or indirect or consequential), illness or injury caused by delays, failure 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 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 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 or equipment covered under Closing Gift Coverage that is damaged or in dispute.
4. **Cosmetic, Flues And Venting:** Service does not include parts, labor or failure of appliance cabinets, linings, frames, paint, finishes, flues or venting systems beyond the appliance covered under Closing Gift Coverage.
5. **Commercial Appliances:** 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:**
Air Handler: blower housing, check valve, evaporator coil, hydronic coil, electric heat element, drain / hazard pan, TXV and associated components.

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, 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, main bearing, units < 3 cubic feet.

Cooktop: analog clocks, ceramic/glass cooktops, exhaust systems, gas supply piping, gas flexible connectors, gas shutoff valves, hood, light bulbs.

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

Evaporative Cooler: water supply and distribution system, filters, damage due to lack of maintenance or winterization.

Furnace: models: Amana HTM, Glo-Core, Hydro-Pulse or Lennox Complete Heat; types: wall furnaces/heaters, plenum heaters, electronic air cleaners, parts: 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.

Freezer (standalone): compressor, refrigerant, food spoilage, all costs associated with the reclaim/recycling of refrigerants.

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

Plumbing System: water softeners, slab leaks, polybutylene pipes, fixtures (toilets, tubs, faucets, sinks, enclosures, shower heads and arms, filters), septic tanks, hose bibbs, fire suppression systems. Line leaks or breaks in water, drain, waste or vent lines caused by damage resulting from freezing or from roots. Sewer line stoppages or damage. Water, drain, waste or vent lines extending beyond the foundation of the home. Water damage associated with a line leak or break.

Range/Oven: analog clocks, ceramic/glass cooktops, exhaust systems, gas supply piping, gas flexible connectors, gas shutoff valves, glass door panels, hood, 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, cameras, interactive display panels and associated connectivity not necessary for refrigeration, wifi connectivity issues, removal or reinstallation of built in refrigerators, food spoilage.

Sewer Line Stoppages: stoppages caused by collapsed, damaged or broken sewer line. Stoppages more than 100 feet from access point. Stoppages when there is no accessible ground level clean out. Stoppages associated with interior drain lines. Costs to access 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. Stoppages that cannot be cleaned by normal auger type machines. Sewer line replacement or repair.

Wall Oven: analog clocks, exhaust systems, gas supply piping, gas flexible connectors, gas shutoff valves, glass door panels, light bulbs, microwave ovens or microwave oven components which are fitted adjacent to a wall oven.

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 or tank-less units, and any cleaning.

7. **Miscellaneous:** 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.

Coverage List

Customer's covered equipment will depend upon the Gift Coverage equipment selected by the Customer for coverage. The following items are covered for equipment selected by the Customer for coverage:

AIR HANDLER

Blower Motor
Blower Wheel
Control Board
Contactor
Capacitor
Relay
Thermostat / Sequencer
Limit Switch
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 (serviceable loss - annual 1 lb. maximum)
Relay
Thermostat
Transformer

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
Thermostat
Timer
Transformer
Wiring Harness (if accessible)

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)

COOKTOP

Buttons/Knobs
Burners
Circuit Boards
Elements
Fuses
Gas Control Valve
Gaskets & Seals
Ignitors
Power Cord (Service Cord)
Receptacles
Regulator
Relay
Selector Switch
Sensor
Spark Module
Springs/Cables
Switches
Thermocouple
Wiring Harness (if accessible)

DISHWASHER

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

EVAPORATIVE COOLER

Bearings
Belts and Pulleys
Blower Wheel
Circuit Board
Float Valve Assembly
Motor
Motor Connector
Pump
Circuit Boards
Thermostats

FREEZER (STANDALONE)

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

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
Thermostat
Thermocouple
Transformer
Wiring Harness (if accessible)

GAS FIREPLACE

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

RANGE/OVEN

Buttons/Knobs
Burners
Circuit Boards
Convection Fan Motor
Door Hinges
Elements
Fuses
Gas Control Valve
Gaskets & Seals
Handles
Ignitor
Locking Mechanism
Main Burner
Manifold
Pilot
Power Cord (Service Cord)
Receptacles
Regulator
Relay
Selector Switch
Sensor
Spark Module
Springs/Cables
Switches
Thermocouple
Thermostat
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 Control
Fan Switch
Fuses
Gaskets and Seals
Icemaker
Icemaker Fill Tube
Light Switch
Limit Control
Power Cord (Service Cord)
Relay
Refrigerant
Sensor
Thermostat
Timer
Water Valve
Wiring Harness (if accessible)

WALL OVEN

Buttons/Knobs
Burners
Circuit Boards
Convection Fan Motor
Door Hinges
Elements
Fuses
Gas Control Valve
Gaskets & Seals
Handles
Ignitor - Heat Pilot
Ignitor Switches
Locking mechanism
Main Burner
Manifold
Pilot
Power Cord (Service Cord)
Regulator
Receptacles
Relay
Selector Switch
Sensor
Springs/Cables
Switches
Thermocouple
Thermostat
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

Customer may choose to add the following additional coverage(s), which are not available in Gift Coverage. Customer will be responsible for additional fees:

PLUMBING SYSTEM

Line leaks in water, drain, waste or vent lines
Line breaks in water, drain, waste or vent lines
Angle Stops
Risers

SEWER LINE STOPPAGES

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

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The items identified as covered for equipment selected by the Customer for coverage under Gift Coverage may be limited by the Exclusions from Coverage, pursuant to Paragraph 6 set forth above.