HOMESMART from **Xcel Energy**

Welcome Home Listing Coverage Terms and Conditions

The HomeSmart from Xcel Energy® Welcome Home Listing Coverage (hereafter "Listing Coverage") is repair and replacement coverage available to home sellers during the listing period of the home (subject to conditions).

Listing 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"). Listing Coverage is not regulated by the Colorado Public Utilities Commission or the Minnesota Public Utilities Commission.

- 1. <u>Coverage Eligibility</u>: Listing Coverage is available to home sellers who are contracted with real estate brokers enrolled in the Welcome Home Coverage program. The coverage is provided free of charge and for up to six months to the homeowner during the listing period as part of the Broker's participation in the Welcome Home coverage program. Coverage applies to one single-family residence per agreement, and is not available on multiple unit dwellings. In order for coverage to commence, the Broker must initiate the request for coverage, and the home owner must apply for the coverage through a HomeSmart account representative. The application must be approved by a HomeSmart account representative in order for coverage to commence. Xcel Energy reserves the right to refuse coverage at its sole discretion. Sellers with an existing HomeSmart coverage plan are ineligible to participate in the Listing Coverage option.
- 2. <u>Coverage Area:</u> Listing Coverage is limited to the HomeSmart service area in Colorado. Coverage zip codes can be found on the website: XcelEnergy.com/HomeSmart.
- 3. <u>Coverage Period:</u> Listing Coverage is available for up to six months and only during the listing period. Coverage continues until close of sale, the listing is terminated, or the six-month limit is reached. If the listing period extends beyond six months, coverage may be continued on a month-to-month basis at a cost of \$19.95/month. Coverage begins when your enrollment is approved ("Effective Date") subject to Paragraph 1.
- 4. <u>Items Covered and Limitations</u>: Listing Coverage is basic sellers' coverage for repair and/or replacement assistance provided during the listing period of a home sale. It covers primary home systems consisting of the following 4 (four) primary appliances: heating system (furnace or boiler), cooling system (central air or evaporative cooler), plumbing system and water heater. Coverage during the listing period is subject to a \$1,000 maximum to diagnose, replace, or repair specified items.
- 5. Pre-Existing Conditions: Equipment covered under Listing Coverage must meet building code requirements and be in good operating condition at the time the listing Coverage begins. Pre-existing conditions will not be covered. Xcel Energy reserves the right to refuse coverage on any 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. <u>Authorized Repairs:</u> Requests for service must be made by calling a HomeSmart account representative. Xcel Energy may use its employees (hereafter "Service Technicians") or qualified, local, and industry-trained independent providers (hereafter "Service Providers") to perform covered service. Xcel Energy 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 Service Provider. Xcel Energy is also not responsible for the negligence or other conduct of a Service Provider, nor is it an insurer of a Service Provider's performance.
- 7. <u>Safe Access</u>: Service Technicians and Service Providers must have safe access to, and safe working conditions at and around, the equipment, or service may be declined. Safe working conditions include, but are not limited to, temperature controlled spaces. Xcel Energy will not perform services if any asbestos hazard exists, until it has been determined the hazard has been eliminated.
- 8. Priority Repair After Hours: Priority repair calls are answered 24 hours a day, 265 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.
- 9. Your Responsibility 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 connections with that lawsuit or arbitration. You also agree to pay all costs, expenses and reasonable attorney's 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 Listing Coverage:

Your Listing 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. <u>Installation, Inspections</u>: Listing Coverage 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: Listing Coverage 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. <u>Certain Damages and Limitations on Recovery</u>: 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. The responsibility and liability of Xcel Energy for payment of damages to you, regardless of the form of action, will not exceed the stated maximum (para 4, above).
- 4. <u>Cosmetic, Flues And Venting</u>: listing Coverage service does not include parts, labor or failure of appliance cabinets, linings, frames, paint, finishes, flues or venting systems beyond the covered appliance.
- 5. <u>Commercial Appliances:</u> Listing Coverage service does not cover non-residential appliances or equipment, such as roof-top units or other commercial grade appliances.
- 6. Appliance and Equipment Exclusions:

<u>Boiler</u>: 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.

<u>Central Air/Heat Pump</u>: 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.

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

<u>Furnace</u>: 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.

<u>Plumbing System</u>: water softeners, slab leaks, polybutylene pipes. 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.

<u>Water Heater</u>: 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. <u>Miscellaneous:</u> 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

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

EVAPORATIVE COOLER

Bearings

Belts and Pulleys

Blower Wheel

Circuit Board

Float Valve Assembly

Motor

Motor Connector

Pump

Circuit Boards

Thermostats

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)

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 Relav Relief Valve - Safety or Unloader Sail Switch Sensor

PLUMBING SYSTEM

Thermocouple Thermal Fuse Thermostat

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

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