



## Repair Plan Terms and Conditions

The HomeSmart from Xcel Energy® maintenance and repair service plan (hereafter “Repair Plan”) is designed to keep your home’s appliances running safely and efficiently on monthly payments. You can customize the HomeSmart Repair Plan by choosing the appliances that you want to enroll and the coverage that fits your budget. This 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, or prepaid for one year if you are not an Xcel Energy utility customer. 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 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. **The HomeSmart® account must be in the name of the Xcel Energy account holder.**
3. **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.
4. **Pre-Existing Repair Needs:** Appliances and other equipment covered under the Repair Plan must meet 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 to perform covered service (hereafter “Service Providers”). 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. 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.
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 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.
8. **Moving And Relocation; Cancellations:** If you move or relocate outside the Repair Plan 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 a HomeSmart® account representative to cancel your account.** If you move into another area served by the Repair Plan, your agreement will be transferred to your new address, but you must contact a HomeSmart® account representative to transfer your account. The Repair Plan is not transferable to the new occupants of your previous home. If you want to cancel your Repair Plan before the end of your 12 month contract term (other than because you are moving outside of the Repair Plan territory), you must pay the total remaining payments for the contract term.
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. Safe working conditions include, but are not limited to, temperature-controlled spaces. Appliances and equipment located in attics or crawl spaces are not serviced in MN. Xcel Energy will not be required to perform services if any asbestos hazard exists, until it has been determined the hazard has been eliminated.

10. **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.
11. **HomeSmart Account:** Xcel Energy reserves the right to withhold or cancel your HomeSmart® service if your HomeSmart account or Xcel Energy utility bill is past due. If you dispute any Repair Plan 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.
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 term of the agreement.
13. **Consent To Disclose Utility Customer Data.** To become a Repair Plan customer and to provide you with and bill you for the services you 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 form for this disclosure which requires your signature is provided in the HomeSmart® Repair Plan Enrollment Application.
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 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.

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

Your HomeSmart from Xcel Energy® Repair Plan 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:** 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, 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 the Repair Plan that is damaged or in dispute.
4. **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.
5. **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 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.

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## HomeSmart from Xcel Energy® Coverage List

Customer's covered equipment will depend upon the Repair 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 Repair Plan:<sup>1</sup>

### AIR HANDLER

- Blower Motor
- Blower Wheel
- Control Board
- Contactors
- 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
- Contactors
- 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



**For an additional monthly fee, Customer may 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  
Angle Stops  
Risers

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

**SEWER LINE STOPPAGES**

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

<sup>1</sup> Customer's covered equipment will depend upon the Repair Plan and equipment selected by the Customer for coverage. The items identified as covered for equipment selected by the Customer for coverage under the chosen Repair Plan may be limited by the Exclusions from Coverage, pursuant to Paragraph 6 set forth above.