

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:
 - 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.
 - If any Covered Electronics are deemed unreparable by the qualified electrician, a statement that such Covered Electronics are not repairable.
 - 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:
 - Failure of Covered Electronics prior to the effective date
 - 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
 - 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
 - Damage to any property not owned by a household member or located at the service address at the time of loss
 - 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
 - Failure of Covered Electronics not reported in a claim within thirty (30) days of the date of the applicable power surge
 - 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
 - Covered Electronics and or any components that do not meet industry standards
 - 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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