



HomeSmart Systems Coverage Terms and Conditions

Xcel Energy HomeSmart systems coverage plans (hereafter "Systems Plans") are designed to help you keep your home's primary systems operating safely and efficiently. The Systems Plans consist of a variety of coverages that protect and maintain your home's vital operating systems. This Terms and Conditions document is applicable to the following HomeSmart systems coverages: Plumbing System, Main Drain Sewer Line Stoppages, Interior Gas Line, Interior Electrical Wiring.

The System Plans are 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 System Plans are not regulated by the Colorado Public Utilities Commission or the Minnesota Public Utilities Commission.

1. **One Year Agreement:** You are purchasing a Systems Plan for one full year. Your Systems Plan is payable in twelve equal monthly installments starting when your enrollment is approved. Unless you or Xcel Energy cancel 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 initial 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, your contract resets and the expiration date of your Systems Plan is extended to 12 months from the date the new coverage was added.
2. **Single Family Residence:** Your Systems Plan applies to one single-family residence per agreement. Recreational vehicles or homes intended to be moved, as well as commercial buildings, are not eligible for coverage. Plan does not cover any systems shared with a third party or covered by a homeowner's, condominium or like association.
3. **Coverage Start:** Coverage will begin upon approved enrollment, subject to paragraph 4. You will receive a letter and/or email confirming the start date, coverage selected, and pricing. If you decide within 30 days of enrollment that the program is not for you, and you have not made a claim, you may contact a HomeSmart account representative at 866-837-9762 to cancel without obligation.
4. **Systems Operating Condition:** Systems covered under the Systems Plan must meet local building code requirements and be in good operating condition at the time the Systems Plan coverage begins. Pre-existing conditions will not be covered under the Systems Plan. Xcel Energy reserves the right to refuse coverage on any systems 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 (hereafter "Service Providers") to perform covered service. The Systems 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.
6. **Parts Availability:** The choice of parts to be used, if required, shall be at the sole discretion of Xcel Energy.
7. **Access and Restoration:** Systems must be reasonably accessible. Buried pipes or lines, or pipes or lines encased in cement are not covered. Pipes and lines in walls, ceilings and floors which can be accessed, may require exposure by removal of materials such as drywall, plaster, etc. Upon repair, floors, ceilings or walls may be restored to a rough finish by you or a contractor of your choosing, the cost of which may be applied to the benefit limit.
8. **Annual Benefit Limit:** Multiple service calls are allowed up to the benefit limit. Coverage is up to a maximum \$3,500 per year for covered parts, labor, restoration and any other fees to perform the work.
9. **Moving And Relocation; Cancellations:** If you move or relocate outside the Systems Plan territory, you can terminate the agreement if you have filed no claims in the previous 12 months. If you have had service during that time, a cancellation fee shall apply. If you move into another area served by the Systems Plan, your agreement will be transferred to your new address. In either case, **you must contact a HomeSmart account representative to cancel or transfer your account.**
10. **Safe Access:** Service Technicians and Service Providers must have safe access to, and safe working conditions at and around the covered systems, or service may be declined. Covered systems must be located in temperature-controlled spaces, and the work area must have adequate wired lighting, space and cleanliness to perform the work. Specifically, attics, crawlspaces and rooftops provide additional challenges. It is your responsibility to ensure a safe pathway and access in and around the equipment. If access is not adequate, it is your responsibility to improve the access at your expense. Work cannot be performed if the temperature in the space exceeds 85 degrees Fahrenheit. Safety and access of the work area is at the sole discretion of the Service Technician or Service Provider. Xcel Energy will not be required to perform services if any asbestos hazard exists, until it has been determined by the Service Technician or Service Provider in their sole discretion that the hazard has been eliminated.
11. **Business Hours:** Priority repair calls are answered 24 hours a day, 365 days a year. Priorities constitute either i) no heat repair calls are from dates of October 15th to April 15th or ii) actively leaking water sourced from a covered appliance or system not controlled by a stop valve. Routine repair, maintenance and service call scheduling is provided Monday through Friday during normal working hours. If you smell gas or suspect a gas leak, leave immediately and call 911.

12. **HomeSmart Account: Xcel Energy reserves the right to withhold or cancel your HomeSmart service if your HomeSmart account is past due.** Any disputes to Systems Plan charges must be made 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 shall be responsible for any fees, including attorney fees, that result from failure to pay.
13. **Consent To Disclose Utility Customer Data.** In order for us to most effectively service your account, the HomeSmart account representative may require your authorization to access certain information maintained about you by your utility service provider, Xcel Energy, including your name, your billing address, physical address, the name of any other individual authorized to act on your behalf, etc.
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 attorneys' fees and costs incurred or paid by Xcel Energy in connection with that lawsuit or arbitration. You also agree to pay all costs, expenses and attorneys' fees that Xcel Energy may incur or pay in enforcing this agreement.

Systems Coverage & Exclusions Under the Xcel Energy HomeSmart Repair Plan:

Xcel Energy HomeSmart strives to ensure the continuous operation of your household systems.

When considering the coverage for systems in your home, it is important to understand the inclusions and limitations of the coverage. Coverage from Xcel Energy HomeSmart is intended to cover basic and primary operation of standard equipment.

Also, it is important for you, the homeowner, to perform regular preventive maintenance to enable continued operation of the systems in your home, including regular cleaning and operation as intended for the particular system. Xcel Energy may not cover repairs to systems that have been neglected or where reasonable maintenance and upkeep have not been performed.

Your systems coverage is designed to cover the basic operations of the vital systems in your homes, but there may be exceptions. It is important to read and fully understand these terms and conditions. Xcel Energy reserves the right to make any and all decisions regarding coverage service or covered items.

Coverage Overview:

Your covered systems will depend upon the type of coverage selected. The following items are covered for the specific systems and components selected for coverage. The Systems Plan may be limited by the Coverage Exclusions, pursuant to the description and list in the Exclusions section of this document.

Interior Plumbing System coverage includes:

Repair to line leaks or breaks in water, drain or waste lines, from main supply valve to individual shut-off valves throughout the home (prior to accessory supply lines); up to and out of (but not including) plumbing accessories (toilet, faucet, tub, sink, shower head, appliance, etc.).

Main Drain Sewer Line Stoppages coverage includes:

Clearing of mainline sewer drain stoppages up to 100 feet from access point, which can be cleared with standard sewer cable through an accessible, existing ground level cleanout without excavation.

Interior Gas Line coverage includes:

Repair of natural gas lines inside the home from the point after the meter and including in-line gas shut-off valves, pipes, fittings, and connectors that fail due to normal wear and tear. For propane systems, the line and connections from the point the piping enters the home.

Interior Electrical Wiring coverage includes:

Repair of electrical lines inside the home, including the electrical panel and standard interior copper wiring to the switch, outlet (including GFCI) or junction box.

Exclusions:

General Exclusions:

1. **Abnormal Conditions, Hazards and Conditions Beyond Our Control:** Systems 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, negligence, flood, flooded basements, rodents, acts of nature or other abnormal conditions, improper installation, misuse, manufacturer defects or manufacturer recalls. Correction of, or reimbursement for, any repairs or restorations made by you or anyone you hire and not authorized by us are not covered. Xcel Energy will not perform repairs that in Xcel Energy's sole discretion (or the discretion of the Service Technician or Service Provider) would violate a local, state or federal law, code or regulation.

2. **Moves or Improvements of Existing System Components**: Any correction, upgrade or move of your existing system in order to meet any code, law, regulation or ordinance will not be covered, but may be performed at an additional cost and on a case-by-case basis.
3. **Damages and Limitations on Recovery**: Xcel Energy is not responsible for any damages, illness or injury caused by delays, refusal 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 incidental damages 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, shall 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. **Miscellaneous**: System Plan service does not include any other services or related labor not shown on the Coverage List.

Systems Exclusions:

Interior Plumbing System

Plumbing accessories (toilet, faucet, tub, sink, shower head, appliance). Water damage associated with a line leak or break. Water softeners. Slab leaks (pipe leaks within concrete). Septic tanks. Irrigation systems. Fire suppression systems. Hose bibbs. Polybutylene pipes. Sewer line stoppages or damage.

Main Drain Sewer Line Stoppages

Accessory drains (sinks, tubs, toilets, etc.), including p-traps - these are the homeowner's responsibility and should be cleared with a plunger or common snake. Collapsed, damaged or broken sewer line. Sewer line replacement or repair. Stoppages where there is no accessible ground level clean out. Septic tanks. Water damage associated with the line leak or break.

Interior Gas Line

Exterior pipes to outbuildings or other structures not attached to the primary residence. Corrugated stainless steel pipe, plastic pipe, brass pipe or cast iron pipe.

Interior Electrical Wiring

Components outside the home (not attached to the home). Any power-generating or power-consuming devices or equipment. Service rated at more than 200 amps. Low voltage, doorbell or thermostat wiring. Obsolete parts. Appliance repair. Home networking, voice, data and video cabling, control systems or components, buried wires, overhead lines. Resetting of circuit breakers or system controls.



HomeSmart



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