

## HomeSmart from Xcel Energy<sup>SM</sup> Certified EfficiencyPlus<sup>TM</sup> Terms & Conditions

1. **One Year Agreement:** You are purchasing the plan for one full year. Your plan is payable in twelve equal monthly installments starting when your enrollment is approved. Unless you or HomeSmart from Xcel Energy<sup>SM</sup> cancels the agreement in writing, it is automatically renewed for the next 12 months at the price, terms and conditions then in effect. HomeSmart pricing, terms and conditions may be adjusted at any time. Various billing options are available. Your payment signifies acceptance of this contract.
2. **Single Family Residence:** This contract applies to one single-family residence per agreement. If an appliance, such as a furnace serves more than one residence, all addresses must be on the plan if that appliance is to be covered.
3. **Coverage Start:** Certified EfficiencyPlus<sup>TM</sup> coverage will begin upon approved enrollment. You will receive a letter confirming the start date, coverage selected, and existing pricing.
4. **Pre-Existing Conditions:** Appliances and other covered equipment must meet building code requirements and be in operating condition at the time plan coverage begins. Pre-existing conditions will not be included in the service contract. HomeSmart from Xcel Energy<sup>SM</sup> reserves the right to refuse coverage on any appliance determined to have a pre-existing condition. If you sign up for HomeSmart from Xcel Energy<sup>SM</sup>, we will coordinate the repair of the pre-existing condition and bill that repair in three equal monthly payments at 0% interest with approved credit.
5. **Annual Precision Tune-Up:** HomeSmart from Xcel Energy<sup>SM</sup> will conduct an annual efficiency and safety check on the covered Furnace and/or Central Air Conditioner / Heat Pump.
6. **Authorized Repairs:** The plan shall not be responsible for charges for service or parts purchased or installed by you or performed by non-participating appliance repair technicians or organizations without prior approval from HomeSmart from Xcel Energy<sup>SM</sup>.
7. **Parts Availability:** HomeSmart from Xcel Energy<sup>SM</sup> reserves the right to restrict specific makes of equipment from eligibility due to non-availability of parts from the manufacturer and the choice of parts to be used shall be at the discretion of HomeSmart from Xcel Energy<sup>SM</sup>.
8. **Value Of The Appliance:** If HomeSmart from Xcel Energy<sup>SM</sup> estimates the cost of a covered repair to be more than the value of your appliance in its current condition or age, or if covered parts are no longer available, HomeSmart from Xcel Energy<sup>SM</sup> may decline to make the repair and recommend that you replace the appliance. In this event, HomeSmart from Xcel Energy<sup>SM</sup> may give an instant credit of up to \$100 towards the purchase of a new replacement furnace, boiler, air conditioner, heat pump or tankless water heater or \$50 toward replacement of a standard water heater, when purchased from HomeSmart from Xcel Energy<sup>SM</sup> or a HomeSmart service provider.
9. **Abuse And Other Hazards:** Program service does not cover any materials, parts and labor required as a result of abuse, vandalism, fire, freezing, acts of nature, power or water supply outages, flooded basements or other abnormal conditions. HomeSmart from Xcel Energy<sup>SM</sup> will not be required to perform services if any asbestos hazard exists, until it has been determined the hazard has been eliminated.
10. **Moving And Relocation:** If you move or relocate outside the HomeSmart from Xcel Energy<sup>SM</sup> territory within any 12-month contract period, you can terminate the agreement during the year if you have filed no claims for service within the contract year term. If you have had service during that time, you have the option of either paying the total remaining monthly payments or any bill assumed by HomeSmart from Xcel Energy<sup>SM</sup>. If you move into another area served by HomeSmart from Xcel Energy<sup>SM</sup> your contract will be automatically transferred to your new address. **Notice of cancellation must be in writing to HomeSmart from Xcel Energy<sup>SM</sup>** and is effective upon receipt by HomeSmart from Xcel Energy<sup>SM</sup> at 6981 South Quentin St., Suite A, Centennial, Colorado 80112. The plan is not transferable to the new occupants of your previous home.
11. **Safe Access:** HomeSmart from Xcel Energy<sup>SM</sup> technicians must have safe access to, and safe working conditions at and around, the appliances and equipment.
12. **Emergency Repair:** Emergency repair calls are taken 24 hours a day 365 days a year. Emergencies constitute potential life threatening conditions such as no heat in the winter. Air conditioning is not considered an emergency except in cases of medical need. Non-emergency repair, maintenance and service call scheduling is provided Monday through Friday during normal working hours.
13. **HomeSmart Account:** HomeSmart from Xcel Energy<sup>SM</sup> reserves the right to withhold or cancel service if the customer's HomeSmart account is past due.

14. **Repaired Or Replaced Appliances:** Appliances on the plan that have been repaired or replaced under the plan may not be substituted or removed from the plan during the term of the agreement.
1. **Appliance Cannot Be Repaired:** If HomeSmart finds that a repair exceeds the value of an appliance or parts are no longer available, and the appliance is not protected by Replacement Assistance, that appliance will be removed from the Certified EfficiencyPlus plan. If a similar appliance is to be covered in the future the customer must provide a receipt showing the purchase of a new (not used) appliance.

**Services / Items Not Covered Under The Certified EfficiencyPlus™ Plan:**

1. **Installation, Inspections:** Appliance installation, disconnection, inspection, certification and manufacturer recommended maintenance in excess of our Annual Precision Tune-up.
2. **Beyond Our Control:** Parts, labor and failures caused by conditions beyond the control of HomeSmart from Xcel Energy<sup>SM</sup> such as inadequate or defective electrical wiring, plumbing, power supply, corrosion, rust, negligence, fire, flood, acts of nature, vandalism, freezing, improper installation, misuse, manufacturer defects or recalls. HomeSmart from Xcel Energy<sup>SM</sup> will not be responsible for direct damages, consequential damages (indirect losses or injuries), illness or injury caused by delays, failure to service, unavailability of parts, labor difficulties and other conditions beyond our control. HomeSmart from Xcel Energy<sup>SM</sup> will use qualified local technicians to perform covered services.
3. **Cosmetics, flues And Venting:** Parts/labor or failure of appliance cabinets, linings, frames, paint, finishes, flues or venting systems beyond the appliance.
4. **Appliance Exclusions:**

**Central Air Conditioner Or Heat Pump:** Combination air conditioner/ heater systems, window units, whole house fans, air distribution system such as ductwork and dampers, leak in line set or condenser coil, electrical connections outside of unit, reversing valve.

**Furnaces:** Oil, electric or floor furnaces/heaters; Amana HTM, Lennox Complete Heat, Lennox Pulse, combination gas/wood burning, outside units, combination air conditioner/heater or wall furnaces/heaters; unit, space or pool heaters; water heater systems used to heat the residence. Air cleaners, filters, zone controls, or correction of any problems connected to the air distribution system. Venting beyond the appliance connection.

**Water Heater:** Water heater systems used to heat the residence. Water heater tank and dip tube, tankless heat exchanger, flue baffle and venting beyond appliance connection, gas supply piping, water supply piping and shut off, and anode rod. Purging and cleaning of water heaters.

5. **Commercial Appliances:** Non-residential and commercial appliances such as air conditioners greater than 5 tons and rooftop units.
6. **Refrigerant Recycling:** All costs associated with the reclaim/recycling of refrigerants.
7. **Appliances And Parts Not Listed:** Any other appliances, parts or related labor not shown on the Coverage List.

**HomeSmart from Xcel Energy<sup>SM</sup> Certified EfficiencyPlus™ Coverage List**

<p><b>FURNACE</b> (Excludes Heat Exchanger*) Belts and Pulleys Blower Motor Blower Wheel Burners Capacitor Circuit Boards Fan Bearings Fan Control Flame Spreader Fuses Gas Valve Ignitor</p>	<p>Inducer Motor Limit Controls Pilot Burner Regulator Relays Sensor Switch Thermocouple Thermostat -Standard Transformer</p>	<p><b>CENTRAL AIR CONDITIONER (or HEAT PUMP)</b> (Excludes Window AC - Units) (Excludes Compressor and Evaporative Coil*) Belts and Pulleys Capacitor Condenser Cleaning – (as necessary for operation) Condenser Fan Evaporator Fan Fan Bearings</p>	<p>Fan Control Fuses Heater Element - (external from compressor) Limit Control Refrigerant** Relay Standard Thermostat Timer Transformer <b>WATER HEATER – STANDARD or TANKLESS</b> (Excludes Tank, Heat Exchanger*)</p>	<p>Dip Tube Fan Motor Fuses Gas Valve Heater Element Ignitor Limit Controls Main Burner Pilot Pressure Switch Regulator Relay Relief Valve Sensors Thermocouple Thermostat</p>
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\* These items are covered under the Replacement option.  
 \*\* HomeSmart reserves the right to decline refrigerant charges due to Federal regulations.

# HomeSmart from Xcel Energy<sup>SM</sup> Replacement Assistance Terms & Conditions

- Covered Appliances: Replacement Assistance must be purchased separately**, and is applicable to only those appliances for which the customer currently has coverage through the *HomeSmart from Xcel Energy<sup>SM</sup>* Appliance Repair Plan or the Certified EfficiencyPlus<sup>TM</sup> Plan. Pre-existing conditions will not be covered by Replacement Assistance.
- Replacement:** If *HomeSmart from Xcel Energy<sup>SM</sup>* determines the cost of the covered repair for an appliance exceeds the value of the appliance and is not worth repairing, or the covered parts are no longer available for the appliance, *HomeSmart from Xcel Energy<sup>SM</sup>* will provide replacement reimbursement. Once a replacement claim has been filed, no further repairs will be made on that appliance. The value of the appliance/equipment considered for replacement is based on the age, make, model, size, features (including color), and serial number of the existing appliance. Reimbursement for the purchase of a new (not used or reconditioned) appliance will be equal to the *HomeSmart from Xcel Energy<sup>SM</sup>* Replacement Reimbursement Schedule, No 5 below.
- Approval Process:** Replacement claims must be submitted and approved prior to the purchase of a new appliance.
- Customer Choice:** If the customer chooses to replace the covered appliance with one of greater value than the reimbursement payout, the customer will be responsible for the difference in the retail price (including installation, taxes and delivery).
- Replacement Reimbursement Schedule:**

<b>Appliance Type:</b>	<b>Payout:</b>	<b>Appliance Type:</b>	<b>Payout:</b>
A/C A - Coil	\$425	Gas Fireplace	\$750
A/C Condensing Unit /Heat Pump	\$750	Humidifier	\$150
Boiler	\$750	Range - Gas or Electric	\$375
Clothes Dryer - Gas or Electric	\$300	Refrigerator	\$650
Clothes Washer	\$300	Stacking Combo - Washer/Dryer	\$850
Cook Top - Gas or Electric	\$275	Trash Compactor	\$300
Dishwasher	\$350	Wall Oven - Double	\$1,200
Evaporative Cooler	\$300	Wall Oven - Single	\$600
Freezer	\$225	Water Heater – Standard, Gas / Electric	\$275
Furnace	\$750	Water Heater - Tankless	\$750

- Coverage Start:** In conjunction with the *HomeSmart from Xcel Energy<sup>SM</sup>* Terms and Conditions, Replacement Coverage will begin 30 days after enrollment.
- Additional Covered Parts:** Furnace heat exchanger or boiler heat exchanger leaking water or carbon monoxide, air conditioner/heat pump compressor and evaporator coil, water heater tank, tankless heat exchanger, washer transmission, shaft and mode shifter, main or rear bearings – these items that are not covered in the existing *HomeSmart from Xcel Energy<sup>SM</sup>* Appliance Repair Plan or Certified EfficiencyPlus<sup>TM</sup> Plan Terms and Conditions will be eligible for replacement coverage through this program.
- Proof Of New Replacement Purchase:** The customer will be responsible for selecting and purchasing the new replacement appliance and must provide proof of replacement to the plan administrator working with *HomeSmart from Xcel Energy<sup>SM</sup>*. Receipts and required building permits for replacement must be submitted to the administrator within 90 days of claim approval, or payment will be forfeited.
- Clear Payment:** After the invoice is received and approved by the plan administrator, the customer will receive a flat rate allowance (see No 5, the Replacement Reimbursement Schedule) for the replaced appliance.
- Replacement Assistance is subject to all *HomeSmart from Xcel Energy<sup>SM</sup>* Appliance Repair Plan and Certified EfficiencyPlus<sup>TM</sup> Plan coverage Terms and Conditions with the exceptions noted in #7 above.**