#### What is not covered

# Examples of items/conditions not covered are not meant to be allinclusive and are provided for illustration

The Program does not cover appliances, parts, materials or conditions not listed herein.

The Program does not cover upgrades or improvements of appliances such as manufacturer recalls, product updates or manufacture recommended maintenance.

The Program does not cover materials, parts or labor required as a result of abuse, lack of maintenance, supply outages, power surges, water damage, sediment build-up rust or corrosion or any other conditions beyond the Company's control. The Program does not cover noise or cosmetic conditions not affecting operation of the appliance.

The Program does not cover the cost of finding and/or repairing refrigerant leaks except for tightening mechanical connectors or the replacement of access valve cores or caps.

The Company reserves the right to deny coverage of appliances or systems that have missing or altered model and/or serial numbers.

The Program does not cover the disconnection or cleaning of appliances or air ducts, treatment of boiler water, setting of airflow or venting radiators.

The Program does not cover removal, repair, recovering or reconstruction of walls, countertops, floors and/or ceilings or any other obstructions that impede access to or replacement of the covered appliance. If repair of a covered appliance necessitates its removal from its installed position, you may be responsible for the cost of removal and re-installation.

The Program does not cover range exhaust hoods zone air dampers, boiler zone valve bodies, condenser coils, evaporator coils, compressors, metering devices or direct components of the refrigeration sealed system, piping, radiators, boiler sections, air/ water filters, air cleaners, humidifiers, water tanks, anode rods, heat exchangers, refrigerator shelves/racks(including glass) and liners, light bulbs, trim, solar equipment, induction cooking, ceramic glass cooktops, washing machine combination tub/bearing assy, front load washing machine rear bearing assembly, steam related dryer components, refrigerator audio/video components.

The Program does not cover venting beyond the appliance connection.

The Program does not cover Amana HTM or Glo-Core furnaces, Lennox Completeheat, hybrid/heat pump water heaters, tankless water heaters, combination domestic hot water/central heating systems, gas air conditioners, ductless mini-split A/C systems or geothermal heating/ cooling systems. Excludes HVAC equipment installed in the attic, or HVAC ducted package equipment installed outside the perimeter of the

The Company shall not be required to remove asbestos, repair or perform maintenance on appliances that may be contaminated with asbestos or other hazardous materials, or perform any service in conditions that may present a health or safety risk to the technician.

# Parts coverage chart This agreement provides coverage only for those items listed below

# Water heater (gas or electric)

Burner screen Pressure switch Ignition module Drain valve Regulator Flame sensor Limit control Relief valve Spill switch Flame spreader Main burner Fuse Manifold Sail switch Gas valve Pilot burner assembly Thermocouple Heating element Power vent assembly Thermostat

# Range, both cooktop and oven (gas or electric)\*

appliance power cord	Ignition modules	Relay
Door hinges	Igniter	Self-cleaning elements
Ooor springs	Knobs	Self-cleaning latches
Ooor switches	Leveling legs	Self-cleaning mechanism
an control	Light switches	Sensor
an motor	Manifold	Spark modules
an switches	Oven burners	Thermistor
lame spreaders	Pilot burner assembly	Thermocouple
use	Printed circuit controls	Thermostat
as valves	Process control switches	Top burners
askets and seals	Process control timers	Touch pad controls
lass doors	Programmed cooking controls	Touch pads
landles	Receptacles	Transformers
leating elements	Regulator	* Does not include microwave ovens

# Clothes drver (gas or electric)

Appliance power cord Regulator Fusible links Relay Bearings Belts Gaskets and seals Rollers Blower wheel Gas valve Selector Door cable Handles Sensor (moisture/dryness) Capacitor Heating element Shafts Control timer Heating element switch Solenoids Door catch Hinges Spray nozzle Door seals laniter Springs Door switch Impellers Switch Drive motor Knobs Thermistor Drum baffles Leveling legs Thermocouple Drum support and glides Limit control Thermostat Electronic dry control boards Lint screen Touch pads Exhaust blower Main burner Touch pad controls Printed circuit timer control Flame sensor Transformer Flame spreader Pullevs Exposed vent cleaning (up to 8 feet - if needed)

# Central heating (hot water boiler or forced air furnace)

Aquastat Flue collector box Belts and pulleys Forced draft fan Blower bearings Forced draft motor Blower shaft Fuse Blower wheels Gas valve Boiler zone valve operators Heating element Capacitors laniter Circuit boards Ignition control module Circulation pump, motors, Inducer fan/motor assembly couplers, flanges, bearings Internal wiring (other than and motor mounts complete rewiring Condensate hose (drain line) Low water cut-off and trap Main burner Door safety switch Manifold Expansion tank Pilot burner Fan and/or limit controls Pressure gauge Fan motor Pressure switch Flame electrode Pulleys Flame spreader

Safety interlock switches Sensor Sequencer Sight glass Thermal fuse Thermocouple Thermostat\* Transformer \* Defective automatic setback with comparable models used by the Company at the time of replacement. Specifications to include temperature control of up to two stages (heating and cooling) auto and continuous fan control, and programmable up to 7 days, Fxact replacements will be provided when requested by the customer with any additional cost paid by the custom

Pressure relief valve

# Air conditioner/air-to-air heat pump

Appliance cord (window only) Condenser cleaning (as Bearings **Belts** Capacitors Circuit boards Condensate hose

necessary for operation Condenser fan blades Condenser fan motor Control-type switches

Evaporator/a-coil cleaning (if accessible without plenum disassembly) Auxiliary electric resistance heater element (heat pump) Minor leak repair (excludes sealed system

Pulleys Service valves (caps and cores only Relay Thermostat Refrigerant<sup>a</sup> Transformer Reversing valve relay (heat

# Clothes washer

Door seals (front load only)

Door switch

Agitator Supply and drain hoses Pulleys Appliance power cord Drive block Relays Automatic laundry product Drive coupler Sequence Drive motor Shift levers Balancing devices Fuses Snubber and springs Relts Gaskets Solenoids Brake assembly Handles Splash ring External clutch Hinges Temperature sensing board Controls (electronic and Inlet water valve Timer switches) Knobs Touch panels Door catches Leveling legs Water pump

\* Based on our concern for the

environment, the Company wil

refrigerant of air conditioning

the refrigerant leak must be

limit the addition of replacement

systems to one time, after which

repaired or the system replaced.

# **Refrigerator** (excludes units located in unconditioned space or garage)

Lid switch

Lid hinges

Air damper Door switches Light switch Appliance cord Drain cleaning Mullion defrost heater Canacito Drain hose Relay Stile heater Compressor overload Drain heater Condenser drain heater Electronic sensing/monitoring Thermistor Condenser fan blades Evaporator fan motor and Condenser fan motor Thermostatic control, dampers Control-type switches Toe kick plates Fuse Toe kick plate retaining clips Defrost element Handles Defrost fan Touch pads Icemaker Defrost thermostat Water inlet valves Icemaker solenoid valve Defrost timer \* as necessary for operation Ice/water dispenser micro-Door closers Door hinges Knobs The Company assumes no Door seals and gaskets Leveling legs and wheels responsibility for food spoilage. Door shims

# Dishwasher

Belts

Heat/moisture purge blower Racks and motor Check valve **Rack rollers** Hoses Chemical and detergent Sensors Impellers dispenser, damper Spray arms Door gaskets Knobs Spray tower Leveling legs Door hinges Timer/contro Macerator Door springs Touch pads Door switch Motor Water pump Drain solenoid Motor relay Water seals Fill valve and switch, float Motor seals Wax motor Power cord (service cord) Handles Heating element Printed circuit controls

# **Protect** your vital home appliances.



Minnesota Energy Resources ServiceChoice Replacement Assistance Plan **Terms and Conditions** 

# minnesotaenergyresources.com 800-889-3479

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# Eligibility

Replacement assistance plan coverage is only available to existing repair plan customers that have maintained continuous coverage on their current residence for at least 12 months.

#### **Enrollment**

Your Minnesota Energy Resources ServiceChoice Plan (the "Program") coverage begins upon receipt by Minnesota Energy Resources ServiceChoice, a division of Minnesota Energy Resources (the "Company") of your (a) verbal acceptance of these Terms and Conditions; (b) request to be enrolled in the Program; or (c) first payment for the program.

Furnace and A/C inspections are not covered under every plan, however they can be added to your coverage for an additional charge.

Equipment must conform to the requirements of the American National Standards Institute (ANSI), and be installed in accordance with the installation requirements of the manufacturer and/or authority having jurisdiction.

All appliances/systems are subject to inspection, at the discretion of the Company, before acceptance into the Program. Combination appliances such as combination clothes washers and dryers and combination heating and cooling appliances are considered two appliances under the conditions of the plan.

Appliances with separate model number and serial numbers which require two separate appliances serving the purpose of one appliance such as a cook top/wall oven OR column refrigerators with separate refrigerator and freezer appliances require an appliance add-on option to be covered under the plan.

# One year agreement

Coverage will extend for a period of 12 months (the "Term"), unless earlier terminated as provided herein. For your convenience and to ensure that your residence is continually covered, the Program will automatically renew on your anniversary date, for an additional 12-month period at the price, terms and conditions then in effect unless cancelled by either you or the Company.

You may transfer your enrollment in the Program (a) to another party within the Company's service area with written consent of the Company, or (b) to your new residence within the Company's service area. When you transfer your account, your plan anniversary date will be adjusted with your 12-month term beginning on your transfer date.

# Billing

Customers pre-pay for coverage which means you are always paying for the next month of service. When you enroll in the Program, your first month's billing will be prorated in order to maintain standard utility billing cycles. The Company will prorate your first month's charges according to the number of days of coverage remaining in your current utility billing cycle plus your next month's charges.

All plan upgrades, downgrades and plan add-ons will also be prorated in the first month that the changes occur.

Final month charges are not prorated and coverage will be cancelled on the last day of your final month's billing cycle in which the Company is advised of termination.

#### Cancellatio

You or the Company may cancel your enrollment in the Program by giving written notice to the other. Written notice should be sent to: Minnesota Energy Resources, Attn: Credit Department, P.O. Box 19001, Green Bay, WI 54307-9001.

If you request cancellation of the Program prior to your anniversary date

or "Term" you will be responsible for the full retail value of any contract repairs or replacements we have completed for you, less any Program payments you have made, during the contract year. The retail value of repairs and/or replacements will be determined based on our current labor rates and parts/equipment prices.

#### Past due accounts

If payments are missing or late, the Company may demand immediate payment of the entire amount owed. Repair or replacement services will not be scheduled or provided if your account contains a past due balance. Your enrollment in the Program may be terminated for non-payment.

## **Pre-existing conditions**

Pre-existing conditions at the time of enrollment in the Program will not be covered by the Program; however the Company will, as a condition of coverage, repair the appliance or equipment at a 20% discount from our regular repair charges in effect at the time of service. If replacement is necessary, the entire cost of replacement will be the responsibility of the customer.

The Company reserves the right to determine any pre-existing conditions based on the professional opinion of our employees.

# **Authorized repairs**

The Company is not liable for charges for service, parts or replacements you purchase from others.

### Replacement assistance plan coverage

If the Company decides not to repair a covered appliance, the Company will provide replacement assistance in accordance with the provisions of the plan. The decision to repair or provide replacement assistance will be at the sole discretion of the Company. The decision may be based on a covered part not being available, the fact that the appliance is no longer worth the cost of repair, the appliance may be unsafe to operate, or some other reason. Once an appliance has been deemed unrepairable by the Company, the customer is responsible for selecting a vendor/contractor, ordering the appliance, scheduling delivery/installation and paying the vendor/contractor.

Additional parts coverage: Furnace/boiler: primary and/or secondary heat exchanger, Air conditioner: compressor, evaporator coil, condenser coil, refrigerant lines, Water heater: tank, dip tube, anode, Clothes washer: agitator, transmission, inner and outer tub, combination tub/bearing assembly, Dryer: drum, Range: ceramic glass cooktop, door glass, Refrigerator: compressor, replaceable evaporator coil

**Combination appliances:** When only one appliance of a combination appliance (combo stacked washer/dryer) requires replacement, we will only provide the replacement assistance dollar value of the unit that needs to be replaced with the customer responsible for the remainder.

The replacement assistance plan will provide partial reimbursement for covered appliances should the company determine the appliance is unrepairable. Charges for delivery, installation, tax, removal and disposal

Appliance	Replacement assistance
Furnace	\$1,800
Range	\$750
Water heater	\$900
Clothes dryer	\$500
Boiler	\$2,000
Air conditioner/Heat pump	\$1,800
Refrigerator	\$750
Clothes Washer	\$500
Dishwasher	\$500

are your responsibility. The reimbursement amount will be determined based on the following table and will not exceed the actual amount paid for the appliance:

Appliances must be brand new and purchased by you. Used appliances, scratch and dent appliances and/or refurbished appliances are not eligible for replacement assistance. Appliances replaced under warranty are not eligible for replacement assistance. The replacement assistance value shall not exceed the price paid for the appliance to be replaced.

# **HVAC** and water heaters

Must be replaced by a licensed contractor to be eligible for replacement assistance. These include: furnaces, boilers, air conditioners, heat pumps and water heaters.

To be eligible for future service under the ServiceChoice appliance protection plan, replaced appliances must conform to the requirements of the American National Standards Institute (ANSI), and be installed in accordance with the installation requirement of the manufacturer and/or authority having jurisdiction.

To apply for reimbursement please submit a detailed receipt or invoice showing the purchase date, appliance make, model, serial number, appliance cost, vendor name, address and telephone number of the appliance vendor.

Send documentation via email to:

# goldplan@minnesotaenergyresources.com

OR mail to:

ServiceChoice Gold Plan Minnesota Energy Resources 2685 145th Street West Rosemount. MN 55068

Requests for reimbursement must be emailed or postmarked within 90 days of the appliance being deemed unrepairable. Requests for reimbursement after 90 days will not be considered for reimbursement under the plan. Upon receipt of the above documentation by Minnesota Energy Resources, payment will be made per the reimbursement table. Please allow up to 6 weeks for processing. Reimbursement amounts under the plan may be adjusted if account is past due.

Appliances deemed unrepairable under the plan are ineligible for future appliance protection coverage under any of the Company plan offerings.

A functioning refrigerator with an unrepairable ice maker or water dispenser does not qualify a refrigerator for reimbursement under the plan.

Air conditioner reimbursement under the plan requires replacement of both the condenser and A-coil.

Local building code requirements that necessitate changes to electrical service, appliance venting or increasing combustion air volumes as a result of equipment replacement will be the customer's responsibility.

# Conditions of coverage

As a condition of coverage under the Program, you certify that all appliances, to the best of your knowledge, are reasonably clean, safely accessible, and in good operating condition on the date that your coverage begins.

The Program covers the cost to repair or provide replacement assistance for your covered appliances, subject to the restrictions contained in these Terms and Conditions. The Program is not intended to be an insurance policy or a substitute for an insurance policy. Should any item otherwise covered by this agreement be covered by insurance, warranties, or guarantees, including but not limited to a manufacturer', contractors builder', distributor' or an in-home warranty, we are not liable for repairs or replacements covered by such insurance warranties or guarantees. Our coverage is secondary to such insurance, warranties or guarantees.

The Program applies only to residential-grade equipment and only to the primary appliance of each type of covered appliance. Coverage for additional appliances can be obtained at an additional cost.

The Company reserves the right to select qualified contractors to fulfill its obligation under the Program.

The Program may be subject to tax in your community or state.

# **Emergency service**

The Company will provide emergency "no-heat" repair service within 24 hours for your furnace or boiler that serves as your primary heat source. Air conditioning is not considered an emergency repair except in the case of medical need (a medical certificate may be required). All other service will be scheduled during normal business hours based on repair workload, parts availability and weather conditions.

### Parts availability

The Company reserves the right to select the parts used and to restrict certain makes of appliances from eligibility under the Program due to availability of parts.

The Company may not be able to make certain repairs due to nonavailability of parts from its regular parts suppliers. Non-availability can result from parts no longer being manufactured. The likelihood of parts being unavailable is greater with older appliances.

## **Conditions beyond our control**

The Company, its agents, employees and contractors shall not be responsible for any damage, loss, injury or illness caused by delays, unavailable parts, labor difficulties, or any other conditions beyond the Company's control. The Company's liability is limited to the cost to repair a covered appliance, subject to other restrictions contained in these Terms and Conditions. In no event will the company be liable for special, indirect, consequential or punitive damages.

# **Company warranty**

The Company warrants its work for a period of 90 days. This warranty is limited to the Company's repair of any defective work. The Company's liability will be limited to the actual damages sustained by the customer. In no event will the Company be liable for special, indirect, consequential or punitive damages. This is the only warranty made by the Company.

# ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

# **Dispute resolution**

Any controversy or dispute resulting from a claims settlement under this contract shall be settled by binding arbitration conducted in Minnesota, in accordance with the existing rules of the American Arbitration Association. Any award rendered by the arbitrator(s) shall be final, binding and conclusive on all parties in all jurisdictions. The arbitrator(s)shall cause the losing party to pay the reasonable attorney's fees and costs of the prevailing party and disbursements related to the arbitration process and any appeal thereof. Any controversy or claim must be submitted to arbitration within six (6) months (or other period required by law) from the date in which the controversy or claim first arose and if not brought within such time (time being of the essence), the party seeking to resolve such controversy or claim shall lose all rights and remedies with respect hereto.