

Service Guard Terms and Conditions

Effective Aug. 15, 2012

Appliance Repair Plans

Key, Bronze, Silver, Gold, Gold+, Heating, Cooling and Heating & Cooling Combo

1. Your Service Guard Key, Bronze, Silver, Gold, Heating, Cooling, or Heating and Cooling Plan (the “Program”) coverage begins upon receipt by Service Guard, a division of Black Hills Energy (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. Coverage will extend for a period of 12 months (the “Term”), unless earlier terminated as provided herein. The Program will automatically renew for an additional 12-month period unless terminated by either you or the Company upon at least seven days’ advance written notice to the Company prior to the end of the Term or by the Company at any time for any reason upon 30-days’ written notice to you. Rates for service may be increased and these Terms and Conditions may be modified upon 30-days’ advance written notice by the Company. You may terminate your enrollment in the Program prior to the effective date of any such increase or modification by providing written notice to the Company. If you terminate your enrollment in the Program prior to the end of the Term, you are liable to the Company for the lesser of (x) the monthly fees owed for the remainder of the Term, or (y) the difference between the cost of all repairs covered during the Term and the monthly fees previously paid during the Term. You may switch from the Program to another plan offered by the Company one time each calendar year upon notice to the Company.

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

the time of enrollment in the Program will not be covered. The Company reserves the right to determine any preexisting conditions. Appliances must meet applicable state and local law requirements in order to be eligible for coverage under the Program.

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

4. The Program covers the cost to repair 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. The Company does not warrant against the failure of covered appliances.

5. The Program applies only to residential grade equipment and only to the primary appliance of each type of covered appliance. We reserve the right to deny coverage of appliances or systems that have missing and/or altered serial numbers. The Program excludes recalled parts and appliances. Coverage for additional appliances can be obtained at an additional cost.

6. Emergency no-heat service for furnaces is available 24 hours a day, 7 days per week. All other service will be scheduled during normal business hours based on repair workload, parts availability and weather conditions; provided, however, that such service may be scheduled during non-business hours at an additional cost.

7. Repair services will not be scheduled or provided if your account contains a past due balance. Late payment charges equal to 1.5% of your past due balance will be applied to your account for any amount past due 30 days or greater. Your enrollment in the Program may be terminated by the Company for non-payment upon thirty (30) days notice with payment of all balances due and a 12 month wait period required for re-enrollment.

8. Appliances may wear out beyond repair. If the cost of labor and parts to repair a covered appliance in its current condition and age exceeds its current market value or replacement parts are no longer available, the Company reserves the right to not repair the appliance. The Company is not responsible for the cost to replace any such covered appliance.

9. You may transfer your enrollment in the Program (a) to another party within the Company’s service area with the prior written consent of the Company, or (b) to your new residence within the Company’s service area.

10. 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.

11. The Company, its agents, employees and contractors shall not be responsible for any damages, 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.

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

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

14. The Company warrants its work for a period of 90 days. This warranty is limited to the Company’s repair of any defective work. 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.

WHAT IS NOT COVERED BY THE PROGRAM?

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

2. The Program does not cover microwave ovens, clocks, range exhaust hoods and timers which do not control an appliance function, flexible gas appliance connectors, zone air dampers, pump bodies, boiler zone valve bodies, condenser coils, evaporator coils, piping, radiators, expansion tanks, boiler sections, air/water filters, air cleaners, humidifiers, chimneys, chimney liners, venting, water tanks, anode rods, heat exchangers, appliance insulation panels, shelves/racks and liners (including glass), light bulbs, trim, solar equipment, induction cooking, rotisserie motors, gas air conditioners, noise not affecting operation of the appliance, or damage to any appliance due to sediment build-up, rust, corrosion or improper venting.

3. The Program does not cover materials, parts or labor required as a result of appliances not used according to manufacturers specifications, abuse, misuse, vandalism, fire or other casualty, freezing, acts of nature, power or water supply outages, water damage or any other conditions beyond the Company’s control.

4. The Program does not cover the installation, disconnection, or cleaning of appliances, treatment of boiler water, cooling coils or air ducts, setting airflow, venting radiators, or draining expansion tanks. The program does not cover food spoilage due to a covered appliance malfunction. The program does not cover refrigerators located in unconditioned space.

5. The Program does not cover repairs necessitated by design deficiencies or incorrect sizing or installation of appliances. The Program does not cover upgrading or improvement of appliances, systems and/or equipment including, but not limited to, bringing appliances, systems and/or equipment up to code.

6. The Program does not cover removal, repair, recovering or reconstruction of walls, floors and/or ceilings.

7. The Program does not cover space heaters when used as supplemental heat.

8. The Program does not cover Amana HTM, Lennox CompleteHeat or Glo-Core furnaces or Heatmaker Boiler systems, portable air conditioner units, hybrid water heaters, tankless water heaters, combination domestic hot water/central heating systems, air to air exchangers (HRV), commercial grade equipment or geothermal well fields.

9. 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.

COVERED PARTS

Covered appliances vary by plan type; please refer to your Welcome Kit for details on what appliances your plan covers.

<p>Water Heater Combustion blower and motor Drain valve Flame Sensor Flame spreader Gas valve Heating element Ignition module Igniter Internal Fuse Limit control Main burner Manifold Pilot burner and assembly Pressure switch Regulator Relief valve Spill Switch Thermocouple Thermostat</p> <p>Range (both countertop and oven) Appliance Cord Door hinges Door springs Door switches Fan control Fan motor Fan switches Flame spreaders Gas valves Gaskets and seals Glass cook top Glass doors Handles Heating elements Ignition modules Igniter Insulation panels Internal Fuse Knobs Leveling legs Light switches Manifold Oven burners Pilot burner assembly Printed circuit controls Process control switches Process control timer Programmed cooking controls Receptacles Regulator Relay Self-cleaning elements Self-cleaning latches Self-cleaning solenoids Sensor Thermistors Thermocouple</p>	<p>Thermostat Top burners Touch pad controls Touch pads Transformers</p> <p>Dryer Appliance cord Auto laundry product dispensers Bearings Belts Blower wheel Cable Capacitor Control timer Door catch Door switch Door seals Drive motor Drum baffles Drum supports and glides Electronic dry control boards Exhaust blower Flame sensor Flame spreader Gas valve Gaskets and seals Handles Heating element Heating element switch Igniter Internal Fuse and fusible links Knobs Leveling legs Limit control Lint filter Main burner Pilot burner assembly Printed circuit timer control Pulleys Relay Sensor (moisture/dryness) Rollers Selector Shafts Solenoids and coils Springs Switch Regulator Thermistors Thermocouple Thermostat Touch pads Touch pad controls Transformer Vent cleaning**</p>	<p>Central Heating AquaStat Belts Boiler zone valves (head only) Blower bearings Blower shaft Blower wheels Capacitors Circuit boards Circulation pump (motor only) Condensate Pump Door Safety Switch Fan and/or limit controls Fan motor Flame electrode Flame spreader Forced draft fan Forced draft motor Fuel regulator Furnace service switch Gas valve Heating element Ignition control module Igniter Inducer fan/motor assembly Internal Fuse Internal wiring (other than complete wiring) Low-water cut-off Main burner Manifold Pilot burner Pressure gauge Pressure switch Pulleys Pump coupler Relay Relief valve Safety interlock switches Sensor Sequencer Sight glass Thermal fuse Thermocouple Thermostat Transformer</p> <p>Air Conditioner Appliance cord (window only) Bearings Belts Capacitor Circuit boards Compressor Condenser fan blades Condenser fan motor Condensate Pump Control-type switches Expansion valve Filter dryer</p>
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<p>Leak repair (minor sealed system where accessible) Pulleys Relay Service valves Thermostat Transformer Valve caps</p> <p>Heat Pump Bearings Belts Capacitor Circuit boards Compressor* Condenser fan motor Condensate Pump Control type switches Defrost control Defrost heaters Expansion valves Fan blades (indoor and outdoor) Fossil fuel kits Internal Fuse Leak repair (minor sealed system where accessible) Outdoor thermostats and controls Pulleys Relay Reversing valve Service valves Thermostat Transformer Valve caps</p> <p>Clothes Washer Agitator Appliance cord Auto laundry product dispenser Balancing devices Bearings Belts Controls (electronics and switches) Brake assembly Clutch Door glass Door switch Drain hose Drive block Drive coupler Drive motor Pulleys Fill hoses Internal Fuse Gaskets Handles Inlet water valve Knobs Leveling legs Lid hinges Lid switch Relays Sequencer Shift levers Snubber Solenoids Splash ring Temperature sensing board Timer Touch panels</p>	<p>Transmission* Tub water seals Water pump</p> <p>Refrigerator Appliance cord Capacitor Coil cleaning Compressor overload Compressor* Condenser drain heater Condenser fan blades Condenser fan motor Control-type switches Defrost element Defrost fan Defrost thermostat Defrost timer Door closers Door hinges Door seals and gaskets Door shims Drain hose Electronic sensing/monitoring systems Evaporator fan motor and blade Handles Ice/water dispenser Icemaker Internal Fuse Knobs Leak repair (excludes sealed system) Leveling legs and wheels Light switch Microswitch Mullion defrost heater Relay Stile heater Thermistors Thermostat Thermostatic control dampers Touch pads Water inlet valves</p> <p>Freezer Appliance cord Capacitor Compressor* Condenser fan blades Condenser fan motor Control-type switches Door seals Defrost element Defrost timer Drain hoses Evaporator fan motor Handles Hot gas defrost heater Leak repair (minor sealed system) Refrigerant accumulators and receivers Refrigerant charging Relay Stile heaters Thermostat</p> <p>Garbage Disposal Capacitor Batch switch in collar</p>	<p>Reverse switch Rotor Safety switches Seals Shredder (stationary and rotor) Sink flange Sink gasket Stator</p> <p>Dishwasher Check valve Chemical and detergent dispensers Door gaskets Door hinges Door springs Door switch Drain solenoid Fill valve Guides Handles Heat/moisture purge blower and motor Heating element Hoses Impellers Knobs Leveling legs Motor Motor relay Motor seals Printed circuit controls Pump Rollers Spray arms Spray tower Timer/control Touch pads Water seals Wax motor</p> <p>Electrical System Components and parts within the perimeter of the main foundation Ballasts Door chime unit Fuse holders and breakers Main panel Outlets Plungers Push button switches Solenoids Standard switches Transformers Wiring</p> <p>*On appliances through 8 years of age based on the appliance serial number.</p> <p>** Up to 8 feet of exposed vent.</p>
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