

Customer Appliance Protection Plan (“CAPP”) Terms and Conditions

You (“Customer” or “You” or “Your”) have contacted the Black Hills Gas Distribution, LLC d/b/a Black Hills Energy (“Black Hills Energy”) Customer Call Center by telephone or by mail-in application card and requested enrollment in the Black Hills Energy Customer Appliance Protection Plan (“CAPP” or “Plan”). Your enrollment in the Black Hills Energy CAPP is confirmed by providing to You these Terms and Conditions (“Terms and Conditions”). Black Hills Energy has a record of the following specific information pertaining to Your enrollment in the CAPP:

Your name; Your mailing address and the address of the location of Your covered Appliances (if different); Your Customer Account No.; Your enrollment date (“Enrollment Date”); the specific Plan and CAPP coverage You selected; Your monthly payment You are obligated to pay for Your selected Plan and CAPP coverage; and Your designation of covered Appliances.

Your specific information was confirmed with the Customer Call Center through Your telephone request or mail-in application. If You have any questions regarding Your enrollment or the CAPP, please contact the Customer Call Center at 1-800-504-2000.

Your request for enrollment in the CAPP along with these Terms and Conditions and the Appendices hereto comprise the agreement between You and Black Hills Energy respecting Your enrollment in and coverage under the CAPP.

The CAPP is subject to the following Terms and Conditions.

The Plan Provider and Seller are:
Black Hills Energy, PO Box 6006, Rapid City, SD 57709

Definitions: “Product(s)” or “Unit(s)” or “Appliances” mean the kinds of appliances, heating or cooling systems, specifically listed as covered under this Plan. Your Appliances that are covered by Your enrollment in the Plan and the coverage You have selected are on record with Black Hills Energy. If You have MORE THAN ONE OF THE SAME or similar Units, coverage for the same or similar Units is LIMITED TO THE FIRST UNIT for which You file a service request. “Agreement”, “Service Agreement” or “Service Repair Plan” or “Plan” means Your request and these Terms and Conditions and the Appendices hereto.

The CAPP: The CAPP consists of the Standard Plan, the Mountain Plan, or the Platinum Plan, which are available depending on a customer’s geographic location (and the location of the covered Appliances) within the Black Hills Energy service territory. Each of the foregoing Plans allows a customer then to select the number of Appliances to be covered under the enrolled Plan. The monthly cost for each Plan and the selected coverage under each Plan will vary.

The Standard Plan is available to certain customers within the Black Hills Energy service territories in Colorado, Nebraska or Wyoming; with the exception of customers within the designated Front Range and mountain areas of the Colorado service territory. Customers in those designated Front Range and mountain areas in the Colorado service territory may only enroll in the Mountain Plan, unless that customer is also eligible for the Platinum Plan. The Platinum Plan is available only to those customers within specific mountain towns or cities served by Black Hills Energy within the Colorado service territory. Whether a customer enrolls in the Standard Plan, the Mountain Plan or the Platinum Plan, the customer must then select the desired coverage there under by selecting the CAPP Premium, CAPP Plus, CAPP Basic or CAPP Select.

Attached and made a part of these Terms and Conditions is Appendix “A” which lists the Appliances of each Plan and CAPP coverage. The monthly costs for each Plan are subject to change as provided for in these Terms and Conditions.

Eligibility for Coverage: You must show satisfactory credit history. You must own Your Product(s) covered by this Agreement. Your Product(s) must meet code requirements, be located within the Black Hills Energy service territory, and be in good operating condition at the time of Your enrollment under the Plan. Pre-existing conditions of Your Products will not be covered by the Plan. Subject to the other terms and conditions contained herein, Black Hills Energy, at its sole discretion, may provide up to a maximum of \$300.00 for parts and labor to repair covered Appliances per service incident if covered under the Standard Plan and Mountain Plan, or a maximum up to \$500.00 for parts and labor per service incident if covered under the Platinum Plan. If Black Hills Energy determines, in its sole judgment, that the repair of any of Your Product(s) is not appropriate, or parts or service or training information is no longer available, or if Your covered Appliance cannot be repaired or serviced, then Black Hills Energy may provide to You a discount certificate or voucher of up to \$300.00 (if covered by the Standard Plan or Mountain Plan), or up to \$500.00 (if covered by the Platinum Plan) to be applied by You towards a new replacement appliance to be purchased from Black Hills Energy. The value of the discount certificate or voucher will be prorated based on the age of Your covered Appliance. If a new replacement appliance cannot be purchased from Black Hills Energy, a coupon will be provided. The value of the coupon is determined in the same manner as the discount certificate. You must send the authorized coupon and a valid receipt or proof of purchase of the new appliance in order to receive reimbursement from Black Hills Energy. The coupon is valid for a period of 30 days from the date of authorization. The new appliance would be the unit covered under CAPP; the replaced appliance will no longer be eligible for coverage.

Plan Descriptions: Black Hills Energy shall not be held responsible and disclaims any coverage under the CAPP for charges for service or parts performed or procured by You or performed by non-participating service technicians or contractors under the Plan. Upon Your notification to Black Hills Energy of a suspected problem, Black Hills Energy will endeavor to give efficient and prompt service to any of Your Appliances covered under the Plan, although response time shall be governed by weather conditions and work load. All covered service will be performed during normal working hours, Monday through Friday. Primary heating and water heating are eligible for service within twenty-four (24) hours. Your participation in the CAPP may be subject to state or local taxes which will be Your responsibility to pay. Black Hills Energy must have safe access to and safe working conditions at and around Your Appliances and equipment and Black Hills Energy shall have the right to refuse service under the CAPP and/or to terminate Your enrollment in the CAPP in the event You do not or are unable to provide safe access or working conditions. Black Hills Energy reserves the right to restrict specific makes or equipment of Product(s) as to eligibility for coverage under the Plan. The choice of parts to be used for repair of any Product(s) shall be at the sole discretion of Black Hills Energy. The CAPP applies to single-family or multiple-unit residential property solely determined by Black Hills Energy, and only to the specific appliances or equipment specifically listed as covered by the CAPP at the time of Your initial enrollment. Black Hills Energy may elect to issue a one-time voucher or check to You in the event the cost of repair of any of Your covered Appliances is expected to exceed the maximum limits of the Plan. The CAPP is restricted to appliances factory designed, manufactured and sized for residential use, and being used for residential purposes. You are responsible for repair expenses over and above the maximum coverage limits of the CAPP. Black Hills Energy reserves the right, at its discretion, to use participating service technicians or contractors to fulfill all or any part of its obligations under the CAPP.

Term: In return for Your monthly payment as stated above, Your coverage under the CAPP commences thirty (30) days after Your Enrollment Date, and extends for one (1) year from the Enrollment Date. Black Hills Energy will automatically renew Your enrollment in the selected Plan and CAPP coverage each year thereafter, unless Your enrollment is terminated by either You or by Black Hills Energy by giving thirty (30) days written notice of termination to the other prior to the end of the initial or any renewal term. These Terms and Conditions and/or the monthly cost for each individual Plan may be modified by Black Hills Energy, upon thirty (30) days’ notice to You. You may terminate Your enrollment in the CAPP Plan prior to the effective date of any change to these Terms and Conditions and/or any increase in the monthly cost of Your enrolled CAPP.

Black Hills Energy may terminate Your enrollment in any of the CAPP, without notice to You, for non-payment, for a material misrepresentation made to Black Hills Energy by You, or for a substantial breach by You of the duties related to a covered Product or Your use of a covered Product. Should Black Hills Energy terminate Your enrollment in the CAPP for any other reason; Black Hills Energy will provide not less than ten (10) days notice prior to termination, including a statement of the reason(s) for termination and the effective date of the termination.

If Your enrollment in the Plan is discontinued by Black Hills Energy, You remain obligated to promptly pay Black Hills Energy the full cost (labor and parts) for all services provided to You during Your enrollment in the Plan. If You desire to terminate Your enrollment in the Plan within a twelve (12) month period after the Enrollment Date, You may do so if You have not received services costing more than the amount You have paid up to the last day of the month You desire to terminate Your enrollment. If You exercise Your right to terminate Your enrollment in the CAPP and You have received services costing more than You have paid into the Plan, You will be obligated to pay Black Hills Energy the difference between the full retail value of any contract repairs Black Hills Energy completed for You and the amount You have paid into the Plan.

You may terminate Your enrollment in the Plan, without charge, by written notice to Black Hills Energy at: Black Hills Energy, Attn: CAPP® Program, 1515 Wynkoop Suite 500, Denver, CO 80202, within twenty (20) days of the date of the Enrollment Date; so long as no service request has been made under the Plan for You prior to Your requested termination of Your enrollment. [Wyoming Customers Only - If a refund is due and not paid within forty-five (45) days after Your termination request, a ten percent (10%) penalty per month will be added to the unpaid amount of the refund.]

Transferability: This Agreement and Your enrollment in the Plan may not be transferred by You. You are enrolling in the Plan for one (1) year, unless Your enrollment is either extended, or terminated earlier as provided under the Plan. For Your convenience, if You move from the residence at which Your covered Appliances are located during Your enrollment in the Plan, Your enrollment in the Plan will be transferred to Your covered appliances at Your new address. Certain geographic restrictions apply. The Plan and Your enrollment are not transferable to the new occupant at Your former address.

What this Plan does NOT cover:

- I. Loss or damage to the covered Product(s) while outside the Black Hills Energy service territory;
- II. Freight, portage, or appliance delivery fees, or labor and/or equipment rental cost of gaining access to or removal of any Unit that requires special equipment such as cranes, ladders, trucks, etc.;
- III. Labor and materials or parts directly covered under a manufacturer's warranty, manufacturer's recall, inherent defects, covered under another service plan, parts, material and labor to repair Product(s) sold "as is" including floor models, or demonstration models;
- IV. Labor and materials or parts for repair of:
 - A. Sealed-system repairs (including but not limited to compressors), clothes washer transmissions, drive system clutches, brakes, seals and plastic tub (outer tub), refrigerator and freezer door gaskets, appliance glass, cooking stove glass/ceramic (smooth-tops), heat exchangers, clothes dryer drum, water heater dip tube, and tank, or water storage tanks, solar heating systems;
 - B. Hardware (including but not limited to cabinets, bases, mounts, trim, wheels, frame, dishwasher racks, tub, panels, or components that are not mechanical or electrical);
 - C. Accessories (including but not limited to antenna(s), batteries, light bulbs, analog clocks, fuses [unless result of covered part], circuit breakers unless built-in, electronic or "solid state" accessories not directly related to the primary operation of the appliance including but not limited to disks, computer programs, computer memory, or software);
 - D. Peripheral equipment (including but not limited to drains, ductwork, duct dampers, duct booster fans, expansion tanks over 5 gallons liquid capacity, under floor radiant heat tubing, boiler sections, non-isolated boiler valves, pumps and zone control valves, boiler, appliance or furnace housings, filters, media or pads of all kinds, electronic air cleaner cells, humidifiers, UV disinfection lights, external power, fuel, or water supply lines, paint, chimneys, chimney flues and liners, venting, flexible appliance gas connectors, insulation, Freon and/or refrigerants);
- V. Maintenance (including but not limited to charges for cleaning of boiler water, cleaning of cooling coils, cleaning of air ducts, venting, adjusting or balancing air flow to rooms, venting of radiators, baseboard casings, draining of expansion tanks, cleaning of appliances, cleaning of glass, disconnection of appliances for cleaning or moving, or installation of new or replacement appliances, evaporative pads, filters, water heater tank, cleaning of furnace heat exchanger, or regular maintenance service such as seasonal pilot lighting and safety checks, Freon and/or refrigerant replacement);
- VI. Costs for direct, indirect, incidental, or consequential damages, including food spoilage, illness, or injury caused by delays, failure to service, labor difficulties, removal or reconstruction of walls, floors, or ceilings, damage to the premises or covered product caused by leaking or dripping of plumbing connections; condensation, mold, mildew, or other contamination of the product or the premises, and other conditions beyond Black Hills Energy' control, arising from Black Hills Energy' performance under this Plan, including, but not limited to:
 - A. Failure to comply with manufacturer's instruction for use of Product(s) and/or negligent, willful, abuse, or misuse of the covered Product(s) by the customer or any other person;
 - B. Scratching, denting, puncturing, or chipping, however caused, rust or corrosion; scorching or damage from heat sources exceeding expected, normal, or factory recommended operating temperatures;
 - C. Fire, smoke, freezing, fuel, power or water supply outages, lightning, power surges, theft, explosion, wind, flood, earth movement, or other "acts of God," civil disturbance, or "acts of war;"
 - D. Improper use of an electrical source or replacement of fuses;
 - E. Repairs performed by any repair service other than Black Hills Energy or a Black Hills Energy authorized repair service;
 - F. Loss or damage to Product(s) while in the course of transit, delivery, redelivery or movement for any cause including damage while packing or unpacking, removal or reinstallation of a covered Product(s), or damage caused from any physical force applied to a covered Product(s);
 - G. Mischief or destruction caused by animals; or
 - H. Loss of use of the covered Product(s) or consequential damages, delays in rendering service, or incidental loss of any nature
 - I. Black Hills Energy shall not be required to remove asbestos or perform maintenance on appliances which may be contaminated by asbestos or other carcinogenic or EPA recognized hazardous materials as announced by the EPA.
- VII. Appliances excluded by type or brand:
 - Oil, electric or propane furnaces, space heaters and Fireplaces
 - Vent less heaters and fireplaces
 - Combination gas/wood burning heating system
 - Amana® HTM furnaces, GlowCore®, Heatmaker®, Hytech®, HydroTherm®
 - Lennox® Hi-efficiency including "Pulse®", "Hydro-Pulse®", "Complete Heat®"
 - Triangle Tube boilers, indirect fired water heaters
 - Viessmann heating and air conditioning products
 - Wall mounted boilers
 - Snowmelt furnaces and/or boilers
 - Residential furnaces/boilers over 299,000 Btu input
 - Residential air conditioning over 5 tons capacity
 - Whole house fans
 - Evaporative coolers (swamp coolers)
 - Window A/C units
 - Microwave ovens

Tank-less, instant, and/or on-demand water heaters
 Residential potable water heater > 120 gallons capacity
 Voyager water heaters
 Free standing ice maker
 Solar or geothermal units, or gas power air conditioning
 Maytag Neptune® front load clothes washers
 Reverse-cycle or Heat-pump air conditioning and heating
 Commercial or institutional duty appliances (such as Huebsch® commercial clothes dryers)
 Appliances manufactured for recreational vehicles (portable units)
 Coleman “Blend Air” ventilation system(s)
 Commercial use of any appliance

In case of a GAS EMERGENCY: Eliminate and prevent all sources of ignition including the use of matches and the operation of electrical switches. Evacuate the building and promptly call Black Hills Energy at 800-694-8989 or “911” from a safe location. Do not allow anyone except qualified gas professionals or fire services personnel to enter the building until a complete inspection has determined if there is a leak, and if so, that the leak is repaired.

Your Responsibilities If You Need Repair Service: Check Your Product fully before calling for service, and carefully follow the directions in the manufacturer’s instruction manual to try to correct the problem. If You cannot correct the problem, call 800-504-2000 for service.

Manufacturer’s Warranty: The manufacturer is responsible for items covered under their expressed warranty, and Black Hills Energy will pay for other expenses not covered by the manufacturer’s warranty, manufacturer’s recalls, manufacturer’s updates or upgrades, inherent manufacturer defects, and not excluded by this Plan.

Obligation: The obligations of Black Hills Energy under this Plan are backed by the full faith and credit of Black Hills Energy.

Who to call if You have any questions about Your coverage and how to obtain repair service: Call 800-504-2000, 24 hours a day, 7 days a week.

APPENDIX A – TO TERMS AND CONDITIONS

The Customer Appliance Protection Plan (“CAPP” or “Plan”) consists of the Standard Plan, the Mountain Plan, or the Platinum Plan. Each of the foregoing Plans allow a customer then to select the number of Appliances to be covered under the enrolled Plan by selecting CAPP Premium, CAPP Plus, CAPP Basic or CAPP Select which are described below. The monthly cost for each Plan will vary. See the CAPP Terms and Conditions (“T&Cs”) for eligibility and details. Please contact the Customer Call Center at 1-800-504-2000, 24 hours a day, 7 days a week for monthly costs and information.

Appliances Covered	CAPP PREMIUM	CAPP PLUS	CAPP BASIC	CAPP SELECT*
Refrigerator	X			Any item
Freezer	X			
Air Conditioning (Electric only)	X			
NG Fireplace, or Insert, or Free-Standing Stove; or Space Heater	X	X		
Dishwasher	X	X		
Clothes Washer	X	X		
Clothes Dryer	X	X	X	
Range	X	X	X	
Water Heater	X	X	X	CAPP Select can be combined with any other CAPP
Primary Heat Source (NG Furnace, or Boiler, or Space Heater)	X	X	X	

*CAPP® Select: Unless combined with another CAPP® Plan, CAPP® Select requires a minimum of two Appliances. These Appliances must be different types of Appliances. (For example, two furnaces cannot be combined for one stand-alone CAPP® Select Plan.) If CAPP® Select is added to an existing CAPP® Plan; a second Appliance of the same type can be added. (Example, a second furnace can be added via a CAPP® Select Plan to a CAPP® Plus Plan that covers one furnace.)

Appliances and equipment covered exclusively by <i>PLATINUM</i> CAPP		
1. AGA®	10. GE Monogram®	20. Wolf®
2. Asko®	11. GE Profile® series	21. Lennox WhisperHeat® boiler
3. Bosch®	12. Jade®	22. Lennox G60 furnace
4. DACOR®	13. KitchenAid Professional Series®	23. Munchkin boiler
5. DCS®	14. Miele®	24. Buderus boiler and water heater
6. Dynasty®	15. Star®	25. Other equipment and appliances as may be determined
7. Electrolux & Frigidaire Professional, Gallery®	16. SubZero®	
8. Fisher Paykel®	17. Thermador®	
9. Gaggenau®	18. U-Line®	
	19. Viking®	

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CAPP® PARTS COVERAGE		
Natural Gas (NG) furnace:*	Electric Central Air Conditioner:*	Natural Gas Boiler System:*
<ol style="list-style-type: none"> 1. Air movement sensors/alarms (original system) 2. Belts, pulleys, blowers, wheels 3. Internal sensors, control units, switches, and limits 4. Burner assembly, igniter assembly 5. Standard thermostat 6. Electronic elements 7. Fan, fan safety switch 8. Motor, pilot, thermocouple, gas valve 9. Internal wiring harness and controls 	<ol style="list-style-type: none"> 1. Belts and Pulleys 2. Capacitor 3. Condenser fan 4. Evaporator fan 5. Fan Control 6. Limit control 7. Standard thermostat 8. Timer 	<ol style="list-style-type: none"> 1. Relays 2. Primary Circulator Pump, motor, coupler & bearings (isolated) 3. Relief valve 4. Bladder style expansion tanks to 5 gallons 5. Aqua stat & standard thermostat 6. Ignition systems & thermocouples 7. Pressure switch 8. Low water cut-off 9. Gas controls
NG Fireplace, or Stove, or Space Heater:*	Water Heater:*	Dishwasher:*
<ol style="list-style-type: none"> 1. Ignition systems 2. Safety switches 3. Gas valves integral to unit 4. Blower systems integral to unit 5. Burners 6. Standard thermostat 	<ol style="list-style-type: none"> 1. Control valve 2. Relief valve 3. Thermostat 4. Heating element 5. Burner 6. Thermocouple 7. Pilot, igniter 	<ol style="list-style-type: none"> 1. Solenoids, valves, timers 2. Additive or detergent dispensers 3. Pumps, motors, relays, switches 4. Electrical control systems 5. Gaskets 6. Heat elements 7. Blowers, latches, door springs
Clothes Washer:*		NG or Electric Clothes Dryer:*
<ol style="list-style-type: none"> 1. AC power cord 2. Agitator assembly 3. Basket 4. Belts & pulleys 5. Capacitor 6. Check valves 7. Dispensers 8. Electrical control systems 9. Gaskets 10. Pump and motor 11. Solenoids, valves, timers 		<ol style="list-style-type: none"> 1. AC power cord 2. Circulating motor & control 3. Door latch mechanisms 4. Electrical switches 5. Fan Belts, pulleys & fan motor 6. Electronic elements, valves, gas burners, igniter 7. Motor 8. Selector switch 9. Drum support mechanisms and seals 10. Timers/electronic controls
NG or Electric Cooking Stove/Range:*		Refrigerator and/or Freezer:*
<ol style="list-style-type: none"> 1. AC power cord 2. Bake and broil elements 3. Blowers/fans 4. Door gaskets, hinges, springs and latches 5. Gaskets/seals 6. Electronic range controls 7. Gas Valves, burners, surface units 8. Igniter, thermocouple, thermostat 9. Switch controls 10. Temperature sensors and controls 11. Programmable clocks 		<ol style="list-style-type: none"> 1. AC power cord 2. Capacitors 3. Defrost controls & defrost heaters 4. Fans, fan motors & switches 5. Temperature control, thermostats 6. Repairable internal wiring harness 7. Ice maker assembly, Ice maker fill valves

* Some exclusions apply. See CAPP Terms and Conditions for details.