Exterior Sewer/Septic Line Terms and Conditions

YOUR ENCLOSED DECLARATION PAGE IS AN INTEGRAL PART OF YOUR SERVICE AGREEMENT AND ALONG WITH THESE TERMS AND CONDITIONS CONSTITUTE YOUR ENTIRE AGREEMENT

HomeServe USA Repair Management Corp. ("HomeServe") is the entity that will administer the service under this Service Agreement. You may contact HomeServe by mail at 1232 Premier Drive, Chattanooga, TN 37421 or by calling toll-free 1-877-444-7750. TWG Home Warranty Services, Inc. ("THW", "Provider", "We", "Us" or "Our") is the entity obligated to provide service under this Service Agreement. You may contact THW by mail at 175 West Jackson Blvd., Chicago, IL 60604, or by calling toll-free 1-866-918-4680.

What's Covered: We will arrange and pay for the repair or replacement due to normal wear and tear of a leaking or permanently blocked Exterior Sewer/Septic Line for which You have sole responsibility, that supports Your Residence. You must call HomeServe to arrange for service in order for repairs to be covered. See "How to Call for Repairs" below.

An Exterior Sewer Line is the line that takes waste water from the external wall of Your Residence to Your Property boundary. An Exterior Septic Line is the line that takes waste water from the external wall of Your Residence to the point of connection to Your septic tank on Your Property. Any part of Your Exterior Sewer/Septic Line beyond these linear limits will not be covered. In addition, We will arrange and pay for the repair or replacement of non-functioning grinder pumps.

Basic Restoration: Restoration to any area disturbed by the repair that is on Your Property and outside Your Residence is limited to: filling, raking and reseeding of grass, reinstallation of existing soft landscaping and shrubbery and patching of paved surfaces ("Basic Restoration"). We cannot guarantee the survival of any living materials disturbed by the repair and will not be responsible for the replacement of any decorative paving, pathways or landscaping features. If concrete cutting is necessary to repair Your Exterior Sewer/Septic Line, the resulting trench will be patched with gravel and covered with asphalt, cement, or concrete, as appropriate. Debris will be removed from the restoration area.

Additional Restoration: In addition to the Basic Restoration, We will arrange and pay for the restoration of Your pavement, yard, or landscaping ("Additional Restoration") disturbed or excavated as part of a covered repair on Your Property for which You have sole responsibility. Additional Restoration to landscaping includes sod, mulch, shrubs not exceeding five (5) gallons in size, trees not exceeding six feet (6') in height, and resetting of bricks and stones for sidewalks, driveways, walls, and patios. Additional Restoration to pavement includes patching or repairing asphalt or concrete sidewalks, driveways, steps, porches, and patios, as appropriate. Debris will be removed from the restoration area.

If adverse weather conditions occur, it may take up to six (6) months for restoration to be completed.

Exterior Sewer/Septic Line Benefit Limit: The maximum benefit limit is **$10,000** per Term. Any repair or replacement charges beyond Your benefit limit are Your responsibility.

Additional Restoration Benefit Limit: The maximum benefit limit is up to **$1,000** for each covered repair. Any charges beyond Your benefit limit are Your responsibility.

Basic Restoration is included in Your Exterior Sewer/Septic Line benefit amount. If You exceed Your Exterior Sewer/Septic Line benefit limit, those Basic Restoration charges will be included in Your Additional Restoration benefit amount.

Additional Benefits: In addition, We will provide up to **$1,250** reimbursement for reasonable hotel accommodation (room only) if We are unable to carry out a covered repair within 24 hours of notification and You will be left completely without use of Your Exterior Sewer/Septic Line until such repair can be made. We will also provide up to **$500** reimbursement for the temporary housing of pets in such circumstances. You will only be reimbursed for hotel and pet expenses that We have approved in advance.

What's Not Covered – General Exclusions: We will not be responsible for any of the following:

1. **Damages, losses and expenses, whether from negligence or otherwise, caused by: (a) You or any person or entity other than Us or HomeServe or (b) unusual circumstances, meaning a natural disaster, act of God (such as fires, explosions, earthquakes, drought, tidal waves and floods), war, riots, hostilities, strikes or work slowdowns or acts or threats of terrorism;**
2. **Excluded Damages (see "Our Liability" below) which include, for example, damages necessary to reasonably**

access the repair area. Your rights and remedies may vary depending on the state where Your Property is located;
3. **Any correction, upgrade, or move of Your existing Exterior Sewer/Septic Line, not directly related to the necessary repair, in order to meet any code, law, regulation, or ordinance;**
4. **Repairs to any section of Your Exterior Sewer/Septic Line that You share with or is owned by any third party or is covered by a homeowners', condominium or like association;**
5. **Repairing or replacing septic tanks or any other type of collection tank, leach fields, or any non-conforming drain line, such as a basement or storm drain, connected to Your Exterior Sewer/Septic Line;**
6. **Repairs to multiple line systems, any line that branches off Your main Sewer/Septic Line, or any secondary lines exiting Your Residence;**
7. **Repair or replacement of any part of Your Exterior Sewer/Septic Line that is not expressly stated to be covered in "What's Covered" above.**

Additional Restoration Exclusions:
1. **Restoration to any part of Your Property not disturbed or excavated as a result of a covered repair;**
2. **Restoration to an entire paved surface in order to match color or texture;**
3. **Any portion of Your Property that You share with or is owned by any third party or is covered by a homeowners', condominium or like association, whether known or unknown;**
4. **Any of the following on Your Property: (a) buildings, sheds, garages, or any other structures; (b) sprinkler/irrigation systems, ponds, waterfalls, or other water structures; and (c) fields, meadows, pastures or wooded areas;**
5. **Sod, grass, shrubs, or trees that died or failed to grow due to lack of ongoing care or maintenance;**
6. **Any Additional Restoration that is not expressly stated to be covered in "What's Covered" above.**

Eligibility: A single structure owned by You, used and zoned only for residential occupancy ("Residence") that is permanently secured to the ground, and the land it is located on is also owned by You ("Property") is eligible. Residences include single family homes (inclusive of manufactured housing) and townhomes. Any recreational vehicle or other type of home on wheels that is intended to be moved and/or property used for commercial purposes is not eligible. If You are aware of any pre-existing conditions, defects or deficiencies with Your Exterior Sewer/Septic Line or have had any roots removed from Your Exterior Sewer/Septic Line prior to the Start Date of Your first Term, then You are not eligible for this coverage. You are not eligible for Additional Restoration to any pre-existing damages, excavations, or disturbances to Your Property, which occurred prior to the Start Date of Your first Term. If Your entire Exterior Sewer/Septic Line is shared with any third party or covered by a homeowners', condominium or like association, then You are not eligible for this coverage.

Length of Service Agreement: Your Service Agreement begins on the Start Date listed on Your Declaration Page and will continue for twelve (12) months ("Term") provided neither You nor We cancel. See "Cancellation/Refund" below. There is an initial waiting period of thirty (30) days, within which You will not be able to request a Service Call. This means You will receive less than twelve (12) full months of coverage during the first year. Upon renewal (if applicable), You will not be subject to a waiting period.

How to call for repairs: You must call HomeServe and a service representative will assist in the diagnosis of Your repair and the scheduling of a visit from one of HomeServe's approved local technicians. You will not be reimbursed for work done by technicians who are not authorized by HomeServe. Technicians must have safe and clear access to, and safe working conditions at and around the work area. There is no Service Call fee.

Covered repairs: Whether Your Exterior Sewer/Septic Line is to be repaired or replaced is entirely within the discretion of HomeServe. Covered repairs are guaranteed against defects in materials and workmanship for one year. Under the guarantee We will arrange at Our expense and discretion for repair or replacement. We disclaim any and all statutory or common law warranties (whether express or implied) other than Our covered repair guarantee and any implied warranties that cannot be excluded under applicable law.

Receiving Documents Electronically: You can receive Your Service Agreement and all related documents electronically. If You consented to electronic delivery, these documents will be sent to the email address listed on Your Declaration Page ("Email Address"). Documents sent to the Email Address will be deemed to have been received by You. You may stop receiving documents electronically by calling HomeServe or by updating Your preferences in Your profile on HomeServe's website. You may also call HomeServe to update Your Email Address or to receive a paper copy of Your Service Agreement.

Renewal: If You pay through Your utility bill, by credit/debit card or by direct debit this Service Agreement will automatically renew for a further term of twelve (12) months. If You paid by check, or if You pay by credit/debit card

and requested that We not automatically renew this Service Agreement, You must renew this Service Agreement prior to the end of the Term to ensure continuous coverage. We reserve the right to not offer this Service Agreement upon renewal.

Cancellation/Refund: You may cancel this Service Agreement at any time by calling HomeServe. If You cancel within thirty (30) days of the Start Date, You will receive a full refund less any claims paid by Us. If You cancel more than thirty (30) days after the Start Date, Your cancellation will be effective at the end of the then current billing month. If applicable, You will be entitled to a pro-rata refund less any claims paid by Us.

If Your local utility company or municipality provides similar coverage to You at no charge, You can contact HomeServe to cancel and You will receive a refund of the payments You have made less any claims paid by Us. You may be required to provide evidence of the similar coverage. If We find that You have such coverage or are otherwise ineligible for the coverage provided by this Service Agreement, We may cancel on no less than fifteen (15) days' written notice to You and will refund the payments You have made less any claims paid by Us.

We may cancel for any reason on sixty (60) days' written notice to You. We can also cancel, on no less than fifteen (15) days' written notice to You for: (a) non-payment of the Price; or (b) Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it. If We cancel under (b) above, You will be entitled to a pro-rata refund less any claims paid by Us.

Written notices from Us under this section will tell You exactly when Your Service Agreement will be cancelled and why it has been cancelled. The notice periods referred to in this section begin when We send the notice to You.

Key Terms:

"**Declaration Page**" - The enclosed document that forms a part of this Service Agreement, listing important information regarding You, Your Property and other vital information.

"**Price**" – The amount You agree to pay for this Service Agreement, as listed on Your Declaration Page.

"**Service Agreement**" - The documents that constitute all of Your rights and responsibilities as a Service Agreement holder; which consist of these terms and conditions and Your Declaration Page.

"**Service Call**" – A visit to Your Property by one of HomeServe's approved local technicians, where work is performed to diagnose and complete a single repair, or where it is determined the repair is not covered.

"**You**" or "**Your**" - The purchaser of this Service Agreement who is the Service Agreement holder listed on the Declaration Page.

Privacy Policy: Any information You provide HomeServe will be accessed, collected, used, transmitted, disclosed, stored, maintained and otherwise handled to administer Your Service Agreement by HomeServe or its group of companies, including, but not limited to, disclosing Your address, telephone number, and other contact information to third parties who conduct services on HomeServe's behalf. HomeServe or its group of companies and their selected partners may also use Your data to keep You informed by mail, telephone or email of any products or services which they consider may be of interest to You and related to this Service Agreement. For further details on how HomeServe uses Your information, please see their Privacy Policy at www.homeserveusa.com/Customer_Data_Privacy_Policy.html. Should You have any questions or concerns about HomeServe's Privacy Policy or how they are using Your information or to update Your privacy preferences, please contact HomeServe.

Assignment/Amendment: We reserve the right to change this Service Agreement (including the price or to charge an additional fee) and to delegate any of Our obligations at Our sole discretion provided We give You thirty (30) days' prior written notice of the changes. The changes will become effective thirty (30) days after We send You the notice. If You do not like the changes, You may cancel this Service Agreement. You may not change this Service Agreement or delegate any of Your obligations. Should certain terms or conditions in this Service Agreement be held to be invalid or unenforceable, the remainder of the terms and conditions in this Service Agreement shall remain valid.

Transfer: This Service Agreement is not transferable by You.

Responsibility for benefits owed to You: This is not an insurance policy; it is a Service Agreement. HomeServe will serve as Your point-of-contact for all questions or concerns. Our obligations under this Service Agreement are insured under a service contract reimbursement insurance policy. If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, You are entitled to make a claim against the insurer, Virginia Surety Company, Inc., 175 West Jackson Blvd., 11th Floor, Chicago, IL 60604, 1-800-209-6206.

Our Liability: To the fullest extent permitted by applicable law, (1) You agree that We and HomeServe, and both of

our respective parents, successors, affiliates, approved technicians and our and their officers, directors, employees, affiliates, agents, contractors or similar parties acting on behalf of either Us or HomeServe shall not be liable to You or anyone else for: (a) any actual losses or direct damages that exceed the lowest applicable per repair benefit limit set out above relating to any repairs performed by Us, HomeServe or on behalf of either Us or HomeServe or services provided hereunder giving rise to such loss or damage; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, damages based on anticipated or lost profits, wages, or revenue, or damages based on diminution in value or a multiple of earnings, including those caused by any fault, failure, delay or defect in providing any repairs performed by Us, HomeServe or on behalf of either Us, or HomeServe or services provided under this Service Agreement, regardless of whether such damages were foreseeable and whether or not We or HomeServe or anyone acting on behalf of either Us or HomeServe have been advised of the possibility of such damages (the damages listed in clauses (a) and (b), collectively the "Excluded Damages"); and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this Service Agreement. You may have other rights that vary from state to state.

Arbitration: YOU, THW AND HOMESERVE ALL AGREE TO RESOLVE DISPUTES ONLY BY FINAL AND BINDING ARBITRATION OR IN SMALL CLAIMS COURT as follows:

A. **EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS SERVICE AGREEMENT OR FROM ANY OTHER AGREEMENT BETWEEN US, OR SERVICES OR BENEFITS YOU RECEIVE OR CLAIM TO BE OWED FROM THW OR HOMESERVE, WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION BY ONE OR MORE ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), OR ANOTHER ARBITRATION ADMINISTRATOR THAT WE MUTUALLY AGREE UPON**. Arbitration will apply not only to claims against THW or HomeServe, but also claims against the officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns of THW or HomeServe. Arbitration and this paragraph shall apply to claims that arose at any time, including claims arising before this paragraph became binding on the parties. The federal arbitration act (9 U.S.C. §§ 1 et seq.) and not any state law applies to this agreement.
B. For claims of $10,000 or less, the party bringing the claim can choose to proceed by way of binding arbitration pursuant to the AAA's rules or, alternatively, can bring an individual action in small claims court.
C. **YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION**. This means that You may not be a representative or member of any class of claimants or act as a private attorney general in court or in arbitration with respect to any claim. Notwithstanding any other provision of this Service Agreement, the arbitrator shall not have the power to determine that class arbitration is permissible. The arbitrator also shall not have the power to preside over class or collective arbitration, or to award any form of class-wide or collective remedy. Instead, the arbitrator shall have power to award money or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. No class or representative or private attorney general theories of liability or prayers for relief may be maintained in any arbitration held under this Service Agreement.
D. HomeServe will pay any filing fee, administration, service or case management fee, and arbitrator fee that the AAA charges You for arbitration of the dispute, up to a maximum of $1,500; provided, however, that the arbitrator may award costs and expenses to any party, if allowed by law. If You provide us with signed written notice that You cannot pay the filing fee, HomeServe will pay the fee directly to the AAA.
E. If for some reason the prohibition on class arbitrations set forth in Subsection C cannot be enforced, then the agreement to arbitrate will not apply.
F. **IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU, THW AND HOMESERVE AGREE THAT THERE WILL NOT BE A JURY TRIAL.** You, THW and HomeServe unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating in any way to this Service Agreement or from any other agreement between us, or the services or benefits You receive or claim to be owed from THW or HomeServe, including as to claims asserted against any of the officers, directors, managers, employees, agents, affiliates, insurers, technicians, approved technicians, successors or assigns of THW or HomeServe.

State variations: The following shall apply if inconsistent with any other terms and conditions of this Service Agreement:

Texas only: We will initiate service within forty-eight (48) hours of a request for services by You. This Service Agreement is issued pursuant to a license granted by the Texas Real Estate Commission. Complaints in connection with this Service Agreement can be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, Texas 78711, (512) 936-3049.
The purchase of a residential service contract is optional and similar coverage may be purchased through other residential service companies or insurance companies authorized to transact business in Texas.
NOTICE: YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT.

FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR AN ATTORNEY OF YOUR CHOICE.

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Buyer's Signature **Date**

NOTICE: WE PAY PERSONS NOT EMPLOYED BY US FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE §1303.304