



## TOTAL COMFORT UGI ADVANTAGE<sup>SM</sup> TERMS AND CONDITIONS

"UGI Advantage" is used by HomeServe with permission.

**Please read carefully.**

### **This Service Agreement**

**This Service Agreement provides for repair or replacement of parts only. Your System(s) will not be replaced.**

This Service Agreement provides coverage for Your:

- Heat pump/Air conditioning system ("Heat Pump/Cooling System")
- Heating system ("Heating System")
- Standard water heater ("Standard Water Heater")

The above are defined collectively herein as "System(s)".

HomeServe USA Repair Management Corp. or the alternate administrator specified in the "State variations", as applicable ("HomeServe"), will administer this Service Agreement. Your Service Agreement ("Service Agreement") consists of these terms and conditions as well as Your Declaration Page, which lists important information about Your coverage ("Declaration Page") and is the entire agreement between You and Us.

**HomeServe is Your point-of-contact for all questions or concerns.**

**How can You contact HomeServe?**

**7134 Lee Highway, Chattanooga, TN 37421 • Please see Your Declaration Page for HomeServe's phone numbers.**

This is not an insurance policy. This Service Agreement is between you, the Service Agreement holder listed on the Declaration Page ("You" or "Your"), and us, National Home Repair Warranty, Inc., or the alternate provider specified in the "State variations", as applicable ("Us", "We", "Our", "NHRW"), the entity obligated to provide service. We are responsible for providing Your benefits.

For repairs conducted by HomeServe's affiliate, HomeServe USA Energy Services, LLC.: HomeServe USA Energy Services, LLC (also known as UGI Heating, Cooling & Plumbing) operates in Pennsylvania under HIC License Number #PA158622.

### **Eligibility**

**Who is eligible for this coverage?**

Owners of:

- A single structure or single housing unit within a structure not intended to be moved ("Home") that is used and zoned only for residential occupancy, including:
  - a) Single-family homes
  - b) Townhomes and apartments
  - c) Multi-family homes

**Who is not eligible for this coverage?**

Owners of:

- Recreational vehicles or homes intended to be moved
- Properties used for commercial purposes

Properties that have:

- All Systems with a pre-existing condition, defect or deficiency that You are aware of prior to the Start Date of Your first Term
- All of Your Systems shared with a third party or that are covered by a homeowner's, condominium or like association
- A heat pump water heater
- All Systems not installed according to manufacturer specifications
- Heating System(s) fueled by oil

- System(s) that exceed five (5) ton capacity or 200,000 BTU/hr, as described below in the "Coverage" section
- Window units for Heat Pump/Cooling System coverage

This Service Agreement provides coverage for more than one (1) System. If You do not meet the eligibility requirements for all Systems, You are still eligible for coverage for the System(s) that You meet the eligibility requirements for.

### **Coverage**

**You must call HomeServe for Covered Repairs. For Covered Repairs, there must be an operational failure to Your System(s).**

Under this Service Agreement, normal wear and tear of Your System(s), as described below, is characterized by deterioration that occurs naturally over time resulting from standard use.

**What is a Covered Repair?**

Repair of one (1) of each of the following Systems, for which You have sole responsibility, that are inside or support Your Home, that are failing to perform their fundamental operation(s) due to normal wear and tear.

**Heat Pump/Cooling System:**

**What type of Cooling System is covered?**

An electric, central Cooling System that does not exceed a five (5) ton capacity.

**What type of Heat Pump is covered?**

An electric, central Heat Pump that does not exceed 200,000 BTUs.

**What is covered?**

Your Home's broken or failed Heat Pump/Cooling System for which You have sole responsibility, that is damaged due to normal wear and tear.

**What will happen if We cannot repair Your Heat Pump/Cooling System?**

- If We determine that Your Heat Pump/Cooling System cannot be repaired, or if parts are unavailable, obsolete, or being phased out, or We deem Your Heat Pump/Cooling System beyond repair, We will provide \$100 towards the purchase and installation by Us of a minimum of 14 Seasonal Energy Efficiency Ratio ("S.E.E.R") Heat Pump/Cooling System.

**Heating System:**

**What type of Heating System is covered?**

Natural gas, propane, central forced air or circulating hot water central Heating System that does not exceed 200,000 BTUs.

**What is covered?**

Your Home's broken or failed Heating System for which You have sole responsibility, that is damaged due to normal wear and tear.

**What will happen if We cannot repair Your Heating System?**

- If We determine that Your Heating System cannot be repaired, or if parts are unavailable, obsolete, or being phased out, or We deem Your Heating System beyond repair, We will provide \$100 towards the purchase and installation by Us of a comparable replacement Heating System.

### **Standard Water Heater:**

#### **What type of Standard Water Heater is covered?**

An electric, natural gas, or propane tank-based Standard Water Heater that does not exceed 200,000 BTUs.

#### **What is covered?**

Your Home's broken or failed Standard Water Heater for which You have sole responsibility, that is damaged due to normal wear and tear.

#### **What will happen if We cannot repair Your Standard Water Heater?**

- If We determine that Your Standard Water Heater cannot be repaired, or if parts are unavailable, obsolete, or being phased out, or We deem Your Standard Water Heater beyond repair, We will provide \$50 towards the purchase and installation by Us of a comparable replacement Standard Water Heater. We will not cover any change in fuel type.

#### **What is the maximum amount We will pay for Covered Repairs for Your Systems?**

- There is no maximum benefit limit ("Benefit Limit").
- Multiple Service Calls. See "What is a Service Call?" below.

### **Repair Access:**

#### **What does Repair Access include?**

A 10% discount on any parts and labor for repair work performed on Your System that is not otherwise covered by this Service Agreement ("Repair Access").

### **Exclusions**

#### **What is not covered?**

##### **General exclusions:**

1. Damages, losses or expenses, whether from accident, negligence or otherwise, caused by: (a) You or any person or entity other than Us or HomeServe or (b) unusual circumstances, meaning war, government regulations, pandemics, riots, hostilities, strikes, work slowdowns, acts or threats of terrorism, fires, explosions, theft, or acts of God including, but not limited to, natural disasters, earthquakes, tidal waves, and extreme weather (such as tornadoes, drought, hurricanes, and floods).
2. Any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.
3. Excluded Damages (see "Limits of liability"), for example damages necessary to access the repair area. Your rights and remedies may vary depending on the state where Your Home is located.
4. Correction of, or reimbursement for, any repairs made by You or anyone You hire, not authorized by Us.
5. Assessing, remediating or abating mold or other hazardous materials or notifying You of any mold or other hazardous materials that may be present in Your Home.
6. Any repairs or replacements when no operational failure of Your System(s) has occurred.
7. Any correction, upgrade, or move of Your existing System(s) in order to meet any code, law, regulation, ordinance, or utility directive, if not directly related to the necessary Covered Repair.
8. Any sections or parts of Your System(s) that are (a) not installed according to code, law, regulation, ordinance, or manufacturer

specification(s); (b) damaged due to external factors, such as rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation.

9. Any section of Your System(s) that is shared with any third party or is covered by a homeowners', condominium or like association.
10. System parts or components that are covered by a manufacturer's warranty or are non-compliant.
11. Gas logs, wifi thermostats, fireplaces and other space heating, heat recovery, extraction or window air conditioners, mixing valves, expansion tanks, water coils, air vents, attic pans and/or damage due to broken condensate lines.
12. More than 2 circulators and 2 standard thermostats.
13. Piping to and from boilers including all valves, flow checks and drains.
14. Refrigerant conversions and any refrigerant other than R-410a (including R-22). No more than 1 pound of refrigerant within the lifespan of Your System(s) will be included.
15. Repair or replacement of any sections or parts of Your System(s) that are not stated to be covered in "What is covered?"

##### **Heat Pump/Cooling System exclusions:**

1. Indoor coils, outdoor coils, compressors, TXV's, filters/dryers and service valves.
2. Non-standard thermostats and thermostat wiring.

##### **Heating System exclusions:**

1. Air ducts, registers, air filters, zoning components and electronics, electronic air cleaners, flue venting, humidifiers, non-standard thermostats, thermostat wiring, air balancing, chimney maintenance or repairs, heating jacket, asbestos or other insulation.
2. Heat exchangers, leaking boilers, boiler distribution piping, and radiators.
3. Drain down and refill of the system if one of the following components fails: auto-fill valves, circulators, manual valves, or relief valves. If a drain down and refill of the system is needed a charge of \$90 will apply.

##### **Standard Water Heater exclusions:**

1. Drain down and refill of standard water heater and expansion tanks. If a drain down and refill is needed a charge of \$90 will apply.
2. Damage due to restricted lines or water pressure over 80 P.S.I.

##### **Repair Access exclusions:**

1. We are not responsible for any costs associated with non-covered repairs or any discounts offered.

### **Service Calls**

#### **What is a Service Call?**

A visit to Your Home by HomeServe or one of HomeServe's approved technicians where either work is performed to diagnose and complete a single Covered Repair or it is determined that the repair is not covered ("Service Call").

#### **Do You have to pay anything for a Service Call?**

There is no fee to make a Service Call.

### **When can You request a Service Call?**

There is an initial period of 30 days during which You will not be able to request a Service Call ("Waiting Period"), giving You less than 12 full months of coverage in the first Term. Upon renewal (if applicable), there will be no Waiting Period.

### **How can You request a Service Call?**

Call HomeServe and a service representative will schedule a Service Call. Where applicable, You must provide the make, model and serial number for failed Systems. You will not be reimbursed for (a) work not authorized by HomeServe, or (b) any expenses as a result of circumstances beyond HomeServe's control, for example due to delays in obtaining parts or equipment. Technicians must have safe and clear access to, and safe working conditions at and around the work area. In order to make a Service Call Your Service Agreement must be active and You must be current with Your payment(s) of the amount You agree to pay for this Service Agreement, as listed on Your Declaration Page ("Price"). Whether the parts of Your System(s) are to be repaired or replaced is entirely within the discretion of HomeServe. We may obtain a second opinion or have an inspection performed by a technician of Our choosing.

### **What is the Covered Repair Guarantee?**

For 12 months, We will arrange at Our expense and choice for repair or replacement of Covered Repairs which are defective in materials or workmanship ("Covered Repair Guarantee"). We disclaim any and all statutory or common law warranties (whether express or implied) other than the Covered Repair Guarantee and any implied warranties that cannot be excluded under applicable law.

## **Term, cancellation and renewal**

### **When does this Service Agreement start and how long is it?**

Your Service Agreement begins on the start date listed on Your Declaration Page ("Start Date") and continues for twelve (12) months ("Term").

### **Can You cancel?**

You may cancel at any time in the following ways:

- Through Your online HomeServe account;
- By calling HomeServe at the number listed on Your Declaration Page;
- By mail to the address listed in "How can You contact HomeServe?" above and include Your full name and Home address;
- By email to [info@homeserveusa.com](mailto:info@homeserveusa.com) and include Your full name and Home address;
- Via webchat at <http://homeserve.com>.

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, You will receive a pro-rata refund less any claims paid by Us.

If Your local utility or municipality provides similar coverage to You at no charge and You cancel, We will refund the payments You have made less any claims paid by Us. You may be required to provide evidence of the similar coverage.

### **Can We cancel?**

- We may cancel, with no less than 15 days' notice to You: (a) for non-payment of the Price; (b) if We find that You already have coverage that is the same or similar to the coverage provided by this Service Agreement; (c) if We find that You are ineligible for this coverage; or

(d) for Your: (i) fraud or; (ii) misrepresentation of facts that are material to this Service Agreement or benefits provided under it.

- We may cancel for any other reason on sixty (60) days' notice to You.

If We cancel for (a), no refund will be given. If We cancel for (b) or (c), We will refund the payments You have made less any claims paid by Us. In all other cases You will get a pro-rata refund less any claims paid by Us.

You will be notified in writing prior to cancellation. The notice will tell You when Your Service Agreement will be cancelled and why it has been cancelled. The notice period begins when We send the notice to You.

### **Will this Service Agreement automatically renew?**

**Unless You tell Us otherwise, Your Service Agreement will automatically renew at the end of every Term for another 12 months at the then-current renewal price.** We may change the price at renewal. We reserve the right to not offer this Service Agreement upon renewal.

## **Other terms**

### **How can You contact NHRW?**

59 Maiden Lane, 43rd Floor, New York, NY 10038 • 1-877-382-7818

### **Receiving documents electronically**

If You consent to electronic delivery, You can receive Your Service Agreement and all related documents to the email address listed on Your Declaration Page ("Email Address"). To update Your Email Address or discontinue electronic delivery of Your documents You can call HomeServe or update Your preferences in Your website profile at [www.homeserve.com](http://www.homeserve.com).

### **Privacy policy**

HomeServe is serious about the private nature of Your personal data. Please read their Privacy Policy, a link to which can be found at the bottom of every page at [www.homeserve.com](http://www.homeserve.com), carefully to fully understand how they collect, share, and protect personal data about You. You can also call HomeServe to request a copy.

### **Assignment/Amendment**

We may assign this Service Agreement, in whole or in part, at any time without prior notice to You. We may change this Service Agreement (including the Price) and delegate any of Our obligations at Our sole discretion and without Your consent provided We give You 30 days' prior written notice of the changes. The changes will become effective 30 days after We send You the notice. You may not change this Service Agreement or delegate any of Your obligations.

### **Transfer**

You may not transfer this Service Agreement.

### **General**

Should any of these terms and conditions conflict with the laws of Your state they shall be deemed amended so as to comply with those laws. Should certain terms or conditions be held to be invalid or unenforceable, the remainder of these terms and conditions shall remain valid.

### **Responsibility for benefits owed to You**

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 60 days after proof of loss has been filed, or in the event You cancel and We fail to issue any applicable refund within 60 days after cancellation, You are entitled to make a claim against the insurer, Wesco Insurance Company, Inc. at 59 Maiden Lane, 43rd Floor, New York, NY 10038, 1-877-382-7818.

#### Limits of 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, or, if there is no maximum Benefit Limit, any actual losses or direct damages that exceed the cost of repairs provided for in the "What is a Covered Repair?" section(s) of this Service Agreement, 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, NHRW AND HOMESERVE ALL AGREE TO RESOLVE DISPUTES BY BINDING ARBITRATION as follows:**

- A. **ANY DISPUTE THAT ARISES OUT OF OR RELATES TO THIS SERVICE AGREEMENT OR FROM ANY OTHER AGREEMENT BETWEEN US, OR SERVICES OR BENEFITS YOU RECEIVE OR CLAIM TO BE OWED FROM NHRW OR HOMESERVE, WILL BE RESOLVED BY ARBITRATION ON AN INDIVIDUAL BASIS.** This arbitration agreement applies to disputes no matter when they arose, including claims that arose before You and We entered into this Service Agreement. This arbitration agreement also applies to disputes involving the officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns of NHRW or HomeServe. In addition, this arbitration agreement covers any claims or causes of action against NHRW or HomeServe that You may assign or subrogate to an insurer. The American Arbitration Association ("AAA") will administer the arbitration under its Consumer Arbitration Rules. The Federal Arbitration Act applies. Unless You and We agree otherwise, any arbitration hearings will take place in the county where Your Home is located.
- B. Any party bringing a claim may choose to bring an individual action in small claims court instead of arbitration, so long as the claim is pursued on an individual rather than a class-wide basis.
- C. **THIS ARBITRATION AGREEMENT DOES NOT PERMIT CLASS ACTIONS AND CLASS ARBITRATIONS.** By entering into this Service Agreement, all parties are waiving their respective rights to a trial by jury or to participate in a class or representative action. **THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** You may bring a claim only on Your own behalf and cannot seek relief that would affect other parties.

- D. We will pay any filing fee, administration, service or case management fee, and arbitrator fee that the AAA charges You for arbitration of the dispute.
- E. **BY AGREEING TO ARBITRATION, YOU ARE WAIVING YOUR RIGHT TO PROCEED IN COURT.**
- F. **IF FOR ANY REASON A CLAIM OR DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU, NHRW AND HOMESERVE UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY.** This jury trial waiver also applies to claims asserted against any of the officers, directors, managers, employees, agents, affiliates, insurers, technicians, approved technicians, successors or assigns of NHRW or HomeServe.