



## TERMS AND CONDITIONS

*Please read carefully.*

### This Service Agreement

These terms and conditions include many elements of coverage – please see Your Declaration Page for the coverage(s) You are enrolled in.

This Service Agreement provides coverage for Your various appliances and/or systems (“Covered Item(s)”). HomeServe USA Repair Management Corp. (“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, Utility Service Partners Private Label, Inc. (“Us”, “We”, “Our”, “USPPL”), the entity obligated to provide service. We are responsible for providing Your benefits.

### Eligibility

Who is eligible for this coverage?

Owners of:

- A single structure or single housing unit within a structure, that is 5,000 square feet or under, (“Home”) that is used and zoned only for residential occupancy, including:
  - a) Single-family homes
  - b) Townhomes and apartments
  - c) Multi-family homes

The land Your Home is located on (“Property”) must also be owned by You to be eligible for coverage for the following Covered Items: exterior gas line, exterior septic line/tank system; exterior sewer line; exterior water service line; or swimming pool and/or spa systems.

Except for cooling system, garage door opener, heating system, and/or water heater, if You own more than 1 of a Covered Item but do not purchase a Service Agreement for each, then this Service Agreement will cover the first Covered Item of that type that You make a Service Call for. For cooling system, heating system, and/or water heater, there is no limit on the number of systems covered. For garage door opener, please refer to the specific Covered Item for the number of openers covered. If You own a multi-family Home or multiple housing units, You must provide the specific mailing address for each Service Agreement You purchase.

Who is not eligible for this coverage?

Owners of:

- Homes that are over 5,000 square feet
- Recreational vehicles or homes intended to be moved
- Properties used for commercial purposes

Properties that have:

- All Covered Items 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 Covered Items shared with a third party or that are covered by a homeowner’s, condominium or like association

You will not be eligible for the coverage for exterior septic line/tank system or exterior sewer line if Your septic line or sewer line has had roots removed prior to the Start Date of Your first Term.

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

### Coverage

You must call HomeServe for Covered Repairs and Tune-Ups. You are responsible for charges beyond Your Benefit Limit for each Covered Item.

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

In addition, Covered Repairs that: (a) You are unaware of (meaning that could not be detected by visual inspection, everyday usage or revealed by the home inspection during the home purchase process) prior to the Start Date of Your first Term; and/or (b) result from lack of maintenance prior to the Start Date of Your first Term; and/or (c) result from a Covered Item being insufficient size or efficiency for Your Home prior to the Start Date of Your first Term; and/or (d) result from improper installation or repair of the Covered Items prior to the Start Date of Your first Term; will be covered.

What is a Covered Repair?

Repair or replacement, and if necessary, removal of 1 of each of the following residential Covered Items or their parts (unless stated otherwise in the “What is covered?” section(s)), 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 including rust, corrosion, sedimentary or mineral deposits. The cost of any city permits or code violation corrections needed to perform a repair, replacement or removal of the Covered Item is included up to Your Benefit Limit.

Attic, Ceiling and Exhaust Fans:

What is covered?

The following parts of Your attic and ceiling fans, and Your bathroom exhaust fans: motors, switches, controls, bearings, blades, remote control units.

What is not covered?

All parts not in “What is covered?” above, such as: belts, shutters, filters. See also “Additional Exclusions”.

What is the maximum amount We will pay for Covered Repairs?

- Up to \$500 per Term (“Benefit Limit”).
- Multiple Service Calls up to the Benefit Limit. See “What is a Service Call?” below.

Central Vacuum System:

What is covered?

All parts of Your central vacuum system, except those in “What is not covered?” below.

**What is not covered?**

Ductwork, any accessories. See also “Additional Exclusions”.

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

- Up to \$1,000 per Term (“Benefit Limit”).
- Multiple Service Calls up to the Benefit Limit. See “What is a Service Call?” below.

**Clothes Dryer:**

**What is covered?**

All parts of Your clothes dryer, except those in “What is not covered?” below.

**What is not covered?**

Venting ducts, lint screens, knobs and dials, clothing or other items damaged in using the clothes dryer. See also “Additional Exclusions”.

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

- This is listed below in the “What is the maximum amount We will pay for Covered Repairs for Your Covered Items?”.

**Clothes Washer:**

**What is covered?**

All parts of Your clothes washer, except those in “What is not covered?” below.

**What is not covered?**

Mini portable washing machines, soap dispensers, filter screens, knobs and dials, clothing or other items damaged in using the clothes washer. See also “Additional Exclusions”.

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

- This is listed below in the “What is the maximum amount We will pay for Covered Repairs for Your Covered Items?”.

**Cooling System:**

**What types of cooling systems are covered?**

A cooling system that does not exceed a 5 ton capacity and is any of the following: ducted electric central air conditioning, ducted electric wall-mounted air conditioning, heat pumps (including gas packs), water evaporative coolers.

**What types of cooling systems are not covered?**

Natural gas air conditioning systems, window units, non-ducted wall units, chillers, air conditioning units that are insufficiently powered for Your Home.

**What is covered?**

All parts of Your cooling systems inside Your Home, except those in “What is not covered?” below; the use of cranes or other lifting equipment required for accessing a cooling system located on the roof of Your Home; refrigerant recapture, recovery, and disposal.

Note: If during the Covered Repair, We determine specific parts are not compatible due to a requirement change in the SEER rating of a covered ducted cooling system, We will upgrade the following parts to be compatible with the new ducted cooling system: plenums, indoor electrical connections, condensers, evaporator coils and drain pans, refrigerant lines, duct connections, secondary drain pans and lines, air handling transitions, air handling units.

**What is not covered?**

Condenser casings, registers, grilles, filters, evaporated cooling pads, electronic air cleaners, water towers, roof jacks or stands, ductwork, flues and vents, humidifiers, dehumidifiers, programmable and wifi thermostats, piping (exposed, underground or submerged) and parts that are outside Your Home for geothermal and/or water source heat pumps. See also “Additional Exclusions”.

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

- Up to \$3,000 per Term (“Benefit Limit”).
- Multiple Service Calls up to the Benefit Limit. See “What is a Service Call?” below.

**Dishwasher:**

**What is covered?**

All parts of Your built-in or portable dishwasher, except those in “What is not covered?” below.

**What is not covered?**

Racks, baskets, rollers. See also “Additional Exclusions”.

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

- This is listed below in the “What is the maximum amount We will pay for Covered Repairs for Your Covered Items?”.

**Doorbell System:**

**What is covered?**

All parts of Your doorbell system, except those in “What is not covered?” below.

**What is not covered?**

Any audio/video surveillance systems, intercom systems, or computers/monitors working in conjunction with the doorbell system. See also “Additional Exclusions”.

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

- Up to \$1,000 per Term (“Benefit Limit”).
- Multiple Service Calls up to the Benefit Limit. See “What is a Service Call?” below.

**Ductwork:**

**What is covered?**

All parts of leaking, broken, or separated ductwork, that is unobstructed and/or fully accessible, and is part of Your cooling system and/or heating system inside Your Home, except those in “What is not covered?” below.

**What is not covered?**

Registers; grilles; dampers; insulation; crushed, pest damaged or asbestos-insulated ductwork. See also “Additional Exclusions”.

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

- Up to \$1,000 per Term (“Benefit Limit”).
- Multiple Service Calls up to the Benefit Limit. See “What is a Service Call?” below.

**Electrical System:**

**What is covered?**

The following parts of Your electrical system: high voltage wiring or relays inside Your Home, fuse box inside or outside Your Home, circuit breaker panel inside or outside Your Home, switches and outlets inside Your Home.

**What is not covered?**

All parts not in “What is covered?” above, such as: meter boxes, fixtures, alarms, intercoms, direct current (DC) wiring or parts, power failures or surges, telephone wiring, any wiring or electrical items

outside Your Home except those in “What is covered?” above, any loss due to water seepage along service cables, conditions of inadequate wiring capacity or overload, low voltage wiring or relays, control panels, obstructed access to covered equipment. See also “Additional Exclusions”.

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

- Up to \$1,500 per Term (“Benefit Limit”).
- Multiple Service Calls up to the Benefit Limit. See “What is a Service Call?” below.

**Exterior Gas Line:**

**What is covered?**

Your broken or leaking primary natural gas line from Your utility's responsibility, up to the external wall of Your Home, and including the natural gas appliance connectors located on Your Property, or primary propane gas line from the external propane tank outlet connection, up to and including the propane appliance connectors located on Your Property; extension gas lines exiting Your Home, up to and including the appliance connectors.

**What is not covered?**

Meter moves or replacements, except when required by local code and directly related to Covered Repairs; appliances, fixtures, or pressure regulating devices; gas lines not supplied by a utility; appliance regulators; pipes, fittings, and materials more than 2 inches in diameter; Service Calls made for propane equipment when it is found that the root cause is a no-gas situation. See also “Additional Exclusions”.

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

- This is listed below in the “What is the maximum amount We will pay for Covered Repairs for Your Covered Items?”.

**Exterior Septic Line/Tank System:**

**What is covered?**

Your leaking or permanently blocked exterior septic line that takes waste water from the external wall of Your Home to the point of connection to the septic tank on Your Property; Your septic tank; and Your septic sewage ejector pump inside or outside Your Home.

**What is not covered?**

Collapse of or damage to the septic line from Your Home caused by roots, rocks or earth movement; any type of sewer odors emitting from the septic system or septic line that seep into the drainage or venting system of Your Home; where there is no leak or permanent blockage in Your septic line; tile fields; effluent pumps; leach beds; cesspools; aerobic waste water systems; insufficient capacity; clean out. See also “Additional Exclusions”.

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

- Up to \$1,000 per Term (“Benefit Limit”).
- Multiple Service Calls up to the Benefit Limit. See “What is a Service Call?” below.

**Exterior Sewer Line:**

**What is covered?**

Your leaking or permanently blocked exterior sewer line that takes waste water from the external wall of Your Home to Your utility's responsibility.

**What is not covered?**

Collapse of or damage to the sewer line from Your Home caused by roots, rocks or earth movement; sewer lines that do not connect to a

municipal or city owned sewer line; any type of sewer odors emitting from the sewer system or sewer line that seep into the drainage or venting system of Your Home; where there is no leak or permanent blockage in Your sewer line. See also “Additional Exclusions”.

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

- This is listed below in the “What is the maximum amount We will pay for Covered Repairs for Your Covered Items?”.

**Exterior Water Service Line:**

**What is covered?**

Your leaking, low pressure (less than 30 pounds per square inch with 2 or fewer fixtures open) or permanently blocked exterior water service line that provides fresh water to Your Home from Your utility's responsibility to the water meter or from the external wall of Your well casing to the main shut-off valve inside Your Home; curb valves; curb box adapters and/or covers.

**What is not covered?**

Your Home's main shut-off valve, pressure reducing valves, booster pumps, meter pit frames or covers, irrigations systems or fire suppression and other sprinkler systems, thawing of frozen pipes. See also “Additional Exclusions”.

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

- This is listed below in the “What is the maximum amount We will pay for Covered Repairs for Your Covered Items?”.

**Garage Door Opener:**

**What is covered?**

All parts of up to 2 garage door openers, except those in “What is not covered?” below.

**What is not covered?**

Garage doors, counterbalance mechanisms (including cables, pulleys and springs), tracks, rollers, garage door opener remotes and wireless keypads. See also “Additional Exclusions”.

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

- Up to \$1,000 per Term (“Benefit Limit”).
- Multiple Service Calls up to the Benefit Limit. See “What is a Service Call?” below.

**Garbage Disposal:**

**What is covered?**

All parts of Your garbage disposal.

**What is not covered?**

See “Additional Exclusions”.

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

- Up to \$500 per Term (“Benefit Limit”).
- Multiple Service Calls up to the Benefit Limit. See “What is a Service Call?” below.

**Heating System:**

**What types of heating systems are covered?**

A heating system that is any of the following: forced air system, steam or circulating hot water central heating system.

**What types of heating systems are not covered?**

Portable units, solar heating systems, fireplaces and key valves, heat lamps, GFX or heat recovery systems, radiant floor tubing.

**What is covered?**

All parts (including heat exchangers and/or combustion chambers) of Your heating systems inside Your Home, except those in "What is not covered?" below.

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

Baseboard casings, fireplace inserts, chimneys, filters, registers, humidifiers, dehumidifiers, grilles, clocks, timers, fuel storage tanks, ductwork, flues and vents, programmable and wifi thermostats. See also "Additional Exclusions".

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

- Up to \$3,000 per Term ("Benefit Limit").
- Multiple Service Calls up to the Benefit Limit. See "What is a Service Call?" below.

#### **Interior Plumbing System:**

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

The following inside Your Home: leaks and breaks of water, drain, gas, waste or vent lines; toilet tanks, bowls and mechanisms (Note: replacements will be builder grade); toilet wax ring seals; shower, tub, and diverter valves; angle stops; risers and gate valves; affixed sump pumps; built-in bathtub whirlpool motor and pump assemblies; instant hot water dispensers; clearing of stoppages in drain, vent, and waste lines up to 125 feet from the point where access to the lines is found.

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

Leaks, breaks, collapses or damages to water, drain, gas, waste or vent lines caused by freezing; faucets and fixtures; bathtubs, shower enclosures and base pans; sinks; toilet lids and seats; caulking or grouting; manifolds; septic tanks; water softeners; pressure regulators; inadequate or excessive water pressure; sewage ejector pumps; holding or storage tanks; saunas or steam rooms; leach beds; fire suppression and other sprinkler systems; irrigation systems; battery back-up sump pumps; frost-free lines; plumbing, piping, fixtures or any other item in "What is covered?" above that is outside Your Home; stoppages caused by collapsed, damaged, or broken drains, vents or sewer lines outside Your Home; stoppages due to roots or foreign objects. See also "Additional Exclusions".

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

- Up to \$2,000 per Term ("Benefit Limit").
- Multiple Service Calls up to the Benefit Limit. See "What is a Service Call?" below.

#### **Microwave Oven:**

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

All parts of Your built-in microwave oven, except those in "What is not covered?" below.

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

Light bulbs, interior linings, door glass, clocks, shelves, portable or countertop units, meat probe assemblies, rotisseries. See also "Additional Exclusions".

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

- This is listed below in the "What is the maximum amount We will pay for Covered Repairs for Your Covered Items?".

#### **Plumbing Faucets and Fixtures:**

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

The following within Your Home: faucets, shower heads and shower arms, toilets; and hose bibs attached to Your Home.

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

See "Additional Exclusions".

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

- Up to \$500 per Term ("Benefit Limit").
- Multiple Service Calls up to the Benefit Limit. See "What is a Service Call?" below.

#### **Range/Oven/Cooktop:**

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

All parts of Your gas or electric, built-in, portable or freestanding range/oven/cooktop including a built-in range hood exhaust fan, except those in "What is not covered?" below.

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

Light bulbs or clocks (unless they affect the function of the oven), meat probe assemblies, rotisseries, racks, handles, knobs and dials. See also "Additional Exclusions".

**Note:** Sensi-heat burners will be replaced with standard burners.

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

- This is listed below in the "What is the maximum amount We will pay for Covered Repairs for Your Covered Items?".

#### **Refrigeration/Freezer Unit (additional):**

##### **What types of refrigeration/freezer units are covered?**

A refrigeration/freezer unit that is any of the following: refrigerator in Your kitchen (including an integral freezer or ice maker), wet bar refrigerator, wine refrigerator up to 20 bottles, standalone freezer.

##### **What types of refrigeration/freezer units are not covered?**

Kegeators, wine cellars, wine vaults.

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

All parts of Your refrigeration/freezer unit, except those in "What is not covered?" below. If you own more than 1 of these refrigeration/freezer units, this Service Agreement will cover the first unit that You make a Service Call for.

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

Racks, shelves, beverage dispensers and their respective equipment, interior thermal shells, food or other content spoilage, light bulbs, multi-media center parts. See also "Additional Exclusions".

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

- Up to \$1,000 per Term ("Benefit Limit").
- Multiple Service Calls up to the Benefit Limit. See "What is a Service Call?" below.

#### **Refrigerator:**

##### **What types of refrigerators are covered?**

A refrigerator in Your kitchen (including an integral freezer or ice maker).

##### **What types of refrigerators are not covered?**

Kegeators, standalone freezers, wet bar refrigerators, wine refrigerators, wine cellars, wine vaults.

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

All parts of Your refrigerator, except those in "What is not covered?" below.

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

Racks, shelves, beverage dispensers and their respective equipment, interior thermal shells, food or other content spoilage, light bulbs, multi-media center parts. See also "Additional Exclusions".

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

- Up to \$2,000 per Term (“Benefit Limit”).
- Multiple Service Calls up to the Benefit Limit. See “What is a Service Call?” below.

#### Swimming Pool and/or Spa Systems:

##### How many swimming pool and spa coverages should You purchase?

You only need to purchase 1 swimming pool and spa coverage if Your swimming pool and spa use the same system. If Your swimming pool and spa each have their own separate systems, then You need to purchase 2 swimming pool and spa coverages in order for both systems to be covered.

##### What is covered?

All parts of the failing heating, pumping and filtration systems of Your swimming pool or spa (including exterior hot tub and whirlpool) on Your Property, except those in “What is not covered?” below.

##### What is not covered?

Pool sweep motors; pool covers; lights; liners; concrete-encased or underground electrical, plumbing or gas lines; cleaning equipment; chlorinators; any attachment not associated with the primary function of the covered systems; structural defects; solar equipment; jets; fuel storage tanks; built-in or detachable cleaning equipment, such as pop-up heads, turbo valves and creepy crawlers; disposable filtration mediums. See also “Additional Exclusions”.

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

- Up to \$1,500 per Term (“Benefit Limit”).
- Multiple Service Calls up to the Benefit Limit. See “What is a Service Call?” below.

#### Trash Compactor:

##### What is covered?

All parts of Your built-in or portable trash compactor, except those in “What is not covered?” below.

##### What is not covered?

Lock and key assemblies, removable buckets. See also “Additional Exclusions”.

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

- This is listed below in the “What is the maximum amount We will pay for Covered Repairs for Your Covered Items?”.

#### Tune-Up(s):

##### What is covered?

- 1 Tune-Up per Term for each cooling system and/or 1 Tune-Up per Term for each heating system, except for the following in “What is not covered?” below.
- Tune-Ups for the cooling systems will be performed between February and March of each year. Tune-Ups for the heating systems will be performed between November and December of each year.

##### What is not covered?

Inspection of ductwork and any work not included in a Tune-Up. See also “Additional Exclusions”.

#### Water Heater:

##### What types of water heaters are covered?

An electric, natural gas or propane water heater.

##### What types of water heaters are not covered?

Solar or solar assisted water heaters, oil fired water heaters, pool and/or spa water heaters.

##### What is covered?

All parts of Your water heaters inside Your Home, except those in “What is not covered?” below.

##### What is not covered?

Solar parts, holding or storage tanks, noise, fuel storage tanks and energy conservation units, flues and vents, earthquake straps, mounting stands. See also “Additional Exclusions”.

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

- Up to \$1,500 per Term (“Benefit Limit”).
- Multiple Service Calls up to the Benefit Limit. See “What is a Service Call?” below.

#### Water Softener:

##### What is covered?

All parts of Your water softener inside Your Home, except those in “What is not covered?” below.

##### What is not covered?

Conditions of insufficient or excessive water pressure, color, or purity of water; water filters; salt replacement; water purification systems. See also “Additional Exclusions”.

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

- Up to \$500 per Term (“Benefit Limit”).
- Multiple Service Calls up to the Benefit Limit. See “What is a Service Call?” below.

#### Well Pump:

##### What is covered?

All parts of Your well pump, except those in “What is not covered?” below.

##### What is not covered?

Well casings, pressure tanks, piping or electrical lines leading to or connecting the well pump and Your Home, holding or storage tanks, re-drilling of wells. See also “Additional Exclusions”.

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

- Up to \$1,500 per Term (“Benefit Limit”).
- Multiple Service Calls up to the Benefit Limit. See “What is a Service Call?” below.

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

- For clothes dryer and clothes washer: up to an aggregate of \$2,000 per Term for these Covered Items combined (“Benefit Limit”).
- Multiple Service Calls up to the Benefit Limit. See “What is a Service Call?” below.
- For dishwasher, microwave oven, range/oven/cooktop and trash compactor: up to an aggregate of \$2,000 per Term for these Covered Items combined (“Benefit Limit”).
- Multiple Service Calls up to the Benefit Limit. See “What is a Service Call?” below.
- For exterior gas line, exterior sewer line and exterior water service line: up to an aggregate of \$1,000 per Term for these Covered Items combined (“Benefit Limit”).
- Multiple Service Calls up to the Benefit Limit. See “What is a Service Call?” below.

##### What will happen if We cannot repair Your Covered Item(s)?

If a failed Covered Item cannot be repaired, We will provide a comparable replacement, and if necessary, removal, of the Covered Item up to Your

Benefit Limit. We reserve the right to issue a check for the replacement value of the failed Covered Item up to Your Benefit Limit if We cannot provide a comparable replacement within a reasonable time period. **We will not replace or issue a check for cooling system Covered Repairs that involve the replacement of refrigerant that is obsolete, phased out, or unavailable.** If You do not have sufficient space to install such replacement Covered Item according to manufacturer specifications, code, law, regulation, or ordinance, You may choose to receive a full refund less any claims paid or Tune-Ups provided by Us.

#### What restoration is included?

- Restoration to any area on Your Property disturbed by the Covered Repair is limited to filling, raking, and reseeding of grass, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.
- Debris will be removed from the restoration area.

#### What restoration is not covered?

1. Replacement of any decorative paving, pathways or landscaping features.
2. We cannot guarantee the survival of any living materials.
3. Restoration that is not stated to be covered in "What restoration is included?" above.

### Additional Exclusions

#### What is not covered?

1. Damages, losses and 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 a natural disaster, act of God (such as fires, explosions, earthquakes, drought, tidal waves, extreme weather, and floods), war, riots, hostilities, strikes or work slowdowns or acts or threats of terrorism.
2. Excluded Damages (see "Limits of liability"), for example, damages necessary to access the repair area or damage to other items as a result of a failed Covered Item. Your rights and remedies may vary depending on the state where Your Home is located.
3. Correction of, or reimbursement for, any repairs made by You or anyone You hire, not authorized by Us.
4. Assessing, remediating or abating mold or notifying You of any mold that may be present in Your Home.
5. Any correction, upgrade or move of Your existing Covered Items in order to meet any code, law, regulation, ordinance, efficiency requirements, or utility directive, if not directly related to the necessary Covered Repair.
6. Covered Items or any of their sections or parts that are not installed, maintained or used according to manufacturer specifications, code, law, regulation, ordinance, efficiency requirements, or utility directive.
7. Any Covered Item or any section of Your Covered Item that is shared with any third party or is covered by a homeowners', condominium or like association.
8. Any additional expenses incurred in repairing, replacing or removing Covered Items that are affixed within Your Home; or any cost to modify the installation space if the replacement Covered Item does not fit.

9. Repair or replacement or removal if the failure is caused by: (a) adding loads that are greater quantities or capacities than the Covered Item was designed for, or gradual reduction in performance where no failure has occurred; (b) explosion, chemical, mold, mud, soil movement, storm, pet damage, pest damage, vandalism, or accident; (c) collapsed ductwork that occurs within sixty (60) days of the Start Date; or (d) missing parts, structural changes, electrical failures or surges.
10. Failure of (a) Covered Items otherwise covered by a manufacturer's warranty, service contract, or insurance policy or (b) Covered Items involved in a manufacturer's recall, defect or class action law suit.
11. Electronic, computerized or energy management systems or devices, included in Covered Items, such as programmable thermostats, low-voltage wiring and relays, lighting, and/or appliance management systems.
12. Covered Items that are intended to be inside Your Home, but are outside Your Home and exposed to outside conditions.
13. Instances where environmental contamination is evident or where contamination could be caused and any costs associated with treatment, removal, recovery, disposal, transportation or storage of any known or suspected toxic or hazardous substance/material, such as refrigerant recovery or disposal.
14. For replacements, We will not cover an upgrade in capacity or functionality.
15. Repair or replacement or removal of any sections or parts of Your Covered Items that are not stated to be covered in the "What is covered?" sections.

### Service Calls

#### What is a Service Call?

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

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

This Service Call fee amount is listed on Your Declaration Page. Service Call fees must be paid to HomeServe when Your Service Call is scheduled. If the failure with Your Covered Item is not covered by this Service Agreement or We determine that there is no failure with Your Covered Item, the Service Call fee is not refundable. You will not be able to make any additional Service Calls until this amount is paid in full.

#### 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 or a Tune-Up. Where applicable, You must provide the make, model and serial number for failed Covered Items. 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 Your Covered Items 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. In certain scenarios, HomeServe may agree to You using a technician of Your choosing to perform a Covered Repair. In such instances, You will be required to pay the technician directly for the Covered Repair and You will be reimbursed up to the applicable Benefit Limit, less the applicable Service Call fee(s), after HomeServe has received Your properly completed claim form. See "How can You request reimbursement?" below.

#### **How can You request reimbursement?**

If HomeServe has agreed to You using a technician of Your choosing to perform a Covered Repair, You must call HomeServe within 30 days of the completion of the Covered Repair to request a claim form. You must fill out the form in full and return it to HomeServe within 30 days from Your receipt of the claim form. You must include copies of the invoice for the work performed. The invoice or statement must be on business stationery and should include the name, address and telephone number of the provider, as well as a complete description of charges. Approved payments will be made to You within 30 days of receipt by HomeServe of Your properly completed form.

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

For 12 months, We will arrange at Our expense and choice for repair or replacement of Covered Repairs to Covered Items which are defective in materials or workmanship ("Covered Repair Guarantee"). Aftermarket and/or refurbished parts may be used for repairs. 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 12 months ("Term").

#### **Can You cancel?**

You may cancel at any time by either calling HomeServe or going online to <https://www.homeserveusa.com/cancel>.

- If You cancel within 30 days of the Start Date, You will receive a full refund less any claims paid or Tune-Ups provided by Us.
- If You cancel more than 30 days after the Start Date, You will receive a pro-rata refund less any claims paid or Tune-Ups provided 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 or Tune-Ups provided 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 fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it.
- We may cancel for any other reason on 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 or Tune-Ups

provided by Us. In all other cases You will get a pro-rata refund less any claims paid or Tune-Ups provided 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 USPLP?**

7134 Lee Highway, Chattanooga, TN 37421 • 1-877-444-7750

#### **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.homeserveusa.com](http://www.homeserveusa.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.homeserveusa.com](http://www.homeserveusa.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.

#### **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, USPPL 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 USPPL 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 USPPL or HomeServe. In addition, this arbitration agreement covers any claims or causes of action against USPPL 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.** 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.
- 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, USPPL 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 USPPL or HomeServe.

## State variations

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

**Texas only:** We may only cancel for: (a) non-payment of the Price; or (b) for Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it; or (c) because the Home is no longer owned by You, or the land on which the Home is located is no longer owned by You. We will initiate service within 48 hours of a request for services by You. You are not required to complete and submit a form in order to make a Service Call. We will not change this Service Agreement (including the Price) during the Term. The "Assignment/Amendment" section is deleted in its entirety and replaced with the following: "We may assign this Service Agreement, in whole or in part, at any time without prior notice to You. We may 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. You may not change this Service Agreement or delegate any of Your obligations." 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.**

\_\_\_\_\_  
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**