



## HOME APPLIANCE REPAIR PLUS TERMS AND CONDITIONS

*Please read carefully.*

### This Service Agreement

This Service Agreement provides coverage for Your built-in microwave oven; dishwasher (either built-in or portable); refrigerator located in Your kitchen (including integral freezer or ice maker); gas or electric range/oven/cooktop (built-in, portable or free standing); clothes washer and dryer, (collectively, "Appliance(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, North American Warranty, Inc. ("Us", "We", "Our", "NAW"), 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 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

If You own a multi-family Home, You must provide the specific mailing address for each Service Agreement You purchase.

#### **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:

- Appliance(s) with a pre-existing condition, defect or deficiency that You are aware of prior to the Start Date of Your first Term
- An entire Appliance shared with a third party or that is covered by a homeowner's, condominium or like association

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

### Coverage

**You must call HomeServe for Covered Repairs. You are responsible for charges beyond Your Benefit Limit for each Appliance.**

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

#### **What is a Covered Repair?**

Repair or replacement of the following for which You have sole responsibility, and that fail to perform their fundamental operation(s) in standard service due to normal wear and tear. This Service Agreement covers one (1) of each of the following Appliances and all their components and parts, except those noted in the "What is not covered?" section:

- Your Home's broken or failed built-in microwave oven; dishwasher (either built-in or portable); refrigerator located in Your kitchen (including integral freezer or ice maker); gas or electric range/oven/cooktop (built-in, portable or free standing); clothes washer and dryer

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

- For each Appliance, up to \$1,000 per Term ("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 Appliance(s)?**

- If a failed Appliance cannot be repaired, We will provide a like-for-like replacement of the Appliance subject to Your benefit limit. We will not pay for an upgrade in capacity or functionality. We reserve the right to issue a check for the replacement value of the failed Appliance if We cannot offer a like-for-like replacement within a reasonable time period.

#### **What restoration is included?**

- Restoration to any floor or wall inside Your Home disturbed by the Covered Repair is limited to leaving You with a floor that it is safe to walk on and a wall without holes.
- Debris will be removed from the restoration area.

### 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 a natural disaster, act of God (such as fires, explosions, earthquakes, drought, tidal waves, extreme weather, and floods), war, riots, hostilities, strikes, work slowdowns, or acts or threats of terrorism.**
2. **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.**
3. **Correction of, or reimbursement for, any repairs or restorations 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 Appliance(s) in order to meet any code, law, regulation, or ordinance, if not directly related to the necessary Covered Repair.**

6. Any sections or parts of Your Appliance(s) that are not installed according to code, law, regulation, or ordinance.
7. Appliances or Appliance components that are not installed, maintained or used according to manufacturer specifications.
8. Repair or replacement if the failure is caused by: (a) adding loads that are greater quantities or capacities than the Appliance was designed for, or gradual reduction in performance due to wear and tear where no failure has occurred; (b) explosion, chemical, sedimentary or mineral build up, mold, mud, soil movement, storm, pet damage, pest damage, vandalism, or accident; (c) improper installation of any component or appliance; or (d) rust or corrosion and is within ninety (90) days of the Start Date.
9. Failure of (a) Appliances otherwise covered by a manufacturer's warranty, service contract, or insurance policy or (b) Appliances involved in a manufacturer's recall, defect or class action law suit.
10. 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, for example refrigerant recovery or disposal.
11. Any additional expenses incurred in repairing, replacing or removing Appliances that are affixed within Your Home; or any cost associated with making space suitable for installation when a replacement Appliance does not fit in the existing space within Your Home.
12. Any costs related to removing or disposing of Appliances.
13. Repair or replacement of any parts of Your Appliance(s) that are not stated to be covered in "What is a Covered Repair?"

**Built-In microwave oven exclusions:**

1. Interior linings, door glass, light bulbs, clocks, shelves, portable or counter-top units, meat probe assemblies, rotisseries.

**Dishwasher exclusions:**

1. Racks, basket(s), rollers.

**Kitchen refrigerator exclusions:**

1. Racks, shelves, beverage dispensers and their respective equipment, interior thermal shells, food or other content spoilage, light bulbs.

**Range/oven/cooktop exclusions:**

1. Clocks or light bulbs (unless they effect the function of the oven), meat probe assemblies, rotisseries, racks, handles, knobs and dials. Sensi-heat burners will only be replaced with standard burners.

**Clothes washer and dryer exclusions:**

1. Mini portable washing machines, soap dispensers, filter screens, venting, lint screens, knobs, dials. Clothing or other items damaged in using the clothes washer or dryer.

**Restoration exclusions:**

1. Restoration of floor coverings, fixtures, fittings, walls, or wall coverings to their original state.
2. Finishes that include paint, tile, linoleum, wood, carpet, panel, or stucco.
3. Restoration that is not stated to be covered in "What restoration is included?"

**Service calls**

**What is a Service Call?**

A visit to Your Home by 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?**

You must call HomeServe and provide the make, model and serial number of the failed Appliance(s). 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 (a) work that has not been authorized by Us, or (b) any expenses as a result of circumstances beyond Our 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"). We reserve the right to obtain a second opinion or have an inspection performed by a service provider of Our choosing on any repair or replacement. Whether Your Appliance(s) are to be repaired or replaced is entirely within the discretion of HomeServe.

**What is the Covered Repair Guarantee?**

For 60 days, 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"). 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 by Us.
- If You cancel more than 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 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 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**

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#### **How can You contact NAW?**

175 West Jackson Blvd., 8<sup>th</sup> Floor, Chicago, IL 60604 • 1-866-918-4680

#### **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.

#### **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, Virginia Surety Company, Inc., 175 West Jackson Blvd., 8th Floor, Chicago, IL 60604, 1-800-209-6206.

#### **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, NAW AND HOMESERVE ALL AGREE TO RESOLVE DISPUTES BY BINDING ARBITRATION as follows:**

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

**State variations**

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

[\[Please click here to see if any state specific variations apply to You.\]](#)