

## Exterior Electrical 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 7134 Lee Highway, TN 37421 or by calling toll-free 1- 877-444-7750. North American Warranty, Inc. ("Provider", "We", "Us" or "Our") is the entity obligated to provide service under this Service Agreement. You may contact Provider by mail at 175 West Jackson Blvd., Chicago, IL 60604, or by calling toll-free 1-866918-4680.

**What's Covered:** We will arrange and pay for the repair or replacement of the following components of an overhead or underground exterior electrical line ("Exterior Electrical Line"), for which You have sole responsibility, that support Your Residence: weather head, insulator, riser, meter base, service entrance conductor, and permanent high voltage electrical wiring from Your utility's responsibility to the external wall of Your Residence, if the component has failed or is creating a hazardous condition due to normal wear and tear.

In addition, We will arrange and pay for the repair or replacement of permanent wiring to detached garages, and permanent wiring to fixtures such as light posts and pool heaters, that have failed or are creating a hazardous condition due to normal wear and tear.

You must call HomeServe to arrange for service in order for repairs to be covered. See "How to Call for Repairs" below. Any component of Your Exterior Electrical Line not specifically listed as covered will not be covered.

**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. 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.

**Benefit Limit:** The maximum benefit limit is up to \$3,000 per Term. Any repair or replacement charges beyond Your benefit limit are Your responsibility.

#### **What's Not Covered:**

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. **Consequential, incidental, or punitive damages arising from conducting repair work or as a result of the covered repair, 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 or upgrade of Your existing Exterior Electrical 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 Electrical Line that You share with any third party or is covered by a homeowners', condominium or like association;**
5. **Repairs to damage arising from the disconnection or interruption to the main electrical supply; transformers; repair of low voltage wiring; generators; non-utility supplied power and/or lines, including, but not limited to, windmills, solar, and generators;**
6. **Appliances, such as pool heaters;**
7. **Repair or replacement of any part of Your Exterior Electrical Line 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 that is not intended to be moved ("Residence"), 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. A single structure that is owned by You and used and zoned only for residential occupancy that includes multiple Units ("Multifamily Residence") is also eligible. Any recreational vehicle or property used for commercial purposes is not eligible. If You are aware of any pre-existing conditions, defects or deficiencies with Your Exterior Electrical Line prior to the Start Date of Your first Term, then You are not eligible for this coverage. If Your entire Exterior Electrical Line is shared with any third party, or covered by a homeowners', condominium or like association, then You are not eligible for this coverage. In addition, if You have an electrical services entrance rated less than 80 amps, 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:** 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 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 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.

**"Unit"** – A self-contained space that includes, at minimum, a living area, kitchen and bathroom within Your Residence.

**"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. For further details on how HomeServe uses Your information, please see their Privacy Policy at [www.homeserveusa.com/Customer\\_Data\\_Privacy\\_Policy.html](http://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 extent permitted by applicable law, (1) You agree that We and HomeServe, and both of our parents, successors, affiliates, approved technicians and our and their officers, directors, employees, affiliates, agents and contractors shall not be liable to You or anyone else for: (a) any actual losses or direct damages that exceed the lowest applicable per covered repair benefit limit set out above; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, including those caused by any fault, failure, delay or defect in providing services under this Service Agreement, 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, PROVIDER 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 PROVIDER 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 Provider or HomeServe, but also claims against the officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns of Provider 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, PROVIDER AND HOMESERVE AGREE THAT THERE WILL NOT BE A JURY TRIAL.** You, Provider 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 Provider 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 Provider or HomeServe.

Although the Price may be charged to You on Your electricity bill, this Service Agreement is not provided by Your electric utility company. The Provider is solely responsible for providing, and HomeServe is solely responsible for administering, this Service Agreement. BY ENROLLING IN THIS SERVICE AGREEMENT: (I) YOU ACKNOWLEDGE THAT YOUR ELECTRIC UTILITY COMPANY, FPL ENERGY SERVICES, INC. DOING BUSINESS AS FPL HOME AND THEIR SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "NEXTERA ENERGY ENTITIES") DO NOT HAVE ANY OBLIGATION FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, OR LIABILITIES IN CONNECTION WITH THE SERVICE AGREEMENT; AND (II) YOU AGREE TO RELEASE NEXTERA ENERGY ENTITIES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, OR LIABILITIES IN CONNECTION WITH THE SERVICE AGREEMENT.

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

**Florida only:** The Provider of this Service Agreement is ServicePlan of Florida, Inc., 175 West Jackson Blvd., Chicago, IL 60604 (License No. 70033). The Administrator is HomeServe USA Repair Management (Florida) Corp., 7134 Lee Highway, Chattanooga, TN 37421. If You cancel more than thirty (30) days after the Start Date, Your cancellation will be effective immediately and Your refund shall be based upon ninety percent (90%) of the unearned pro-rata Price less any claims paid by Us. If We cancel, Your refund shall be based upon one hundred percent (100%) of the unearned pro-rata Price less any claims paid by Us. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation. You have the right to assign this Service Agreement to the purchaser of Your Property within 15 days of the date that Your Property is sold or transferred. The Provider may charge an assignment fee not to exceed \$40. **We will not provide coverage to You free of charge during any period when Your Property is listed for sale.**