HomeServe

TECH PROTECTION ESSENTIAL TERMS AND CONDITIONS

Please read carefully.

This Service Agreement

This Service Agreement provides coverage for Your consumer electronics devices ("Devices"). 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, National Home Repair Warranty, Inc. ("Us", "We", "Our", "NHRW"), the entity obligated to provide service. We are responsible for providing Your benefits.

Eligibility

Who is eligible for this coverage?

- An owner or renter of a residential property with an address registered with the United States Postal Service ("Home").

This Service Agreement covers 1 housing unit. If You own a multifamily 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?

- An owner or renter of a property used for commercial purposes.

Coverage

You must call HomeServe for Covered Repairs. You are responsible for charges beyond Your Service Call Benefit Limit.

What is covered?
Up to 3 of the following Devices that You make a Service Call for, of any size or brand, for which You are the owner and that are primarily located and used in Your Home:

- Flat screen televisions, including LCD, plasma or LED televisions
- Personal computers such as laptops, desktops and associated external monitors, keyboards (wired or wireless), computer mice (wired or wireless)
- Tablet computers that use touchscreens as their primary input device.

You should register Your covered Devices at the website address listed on Your Declaration Page. You can change or update Your list of covered Devices at any time.

What is a Covered Repair?
Repair or replacement of Your Devices that mechanically or electrically fail in normal use due to (a) defects in materials or workmanship; (b) normal wear and tear, which is characterized by deterioration that occurs naturally over time resulting from standard use; (c) power surges resulting from an oversupply of voltage to Your Device while properly connected to a surge protector that bears the seal of approval (UL) by Underwriter's Laboratory Inc.; (d) for personal computers and tablet computers only, accidental damage from handling ("ADH") such as dropping, spilling liquid onto, or otherwise breaking the screen.

Parts used may include non-original manufacturer's parts which may void any applicable manufacturer's warranty for Your Devices.

What is the maximum amount We will pay for Covered Repairs?
The maximum amount will not exceed either the fair market value of the Device at the time the Service Call is made, or the amount listed below for the applicable Device, whichever is the lower amount:

- Flat screen televisions: $1,500 per Service Call
- Personal computers: $1,500 per Service Call
- Tablet computers: $1,000 per Service Call

The maximum amount for reimbursement by Us of broken screens only, will be:

- Tablet computers: $450 per Service Call

See "How can You request reimbursement?" below.

The overall maximum benefit limit per Term for all Your Devices combined is $3,000.

Together, the above benefit limits are the maximum amount(s) We will pay for Covered Repairs ("Benefit Limit"). See "What is a Service Call?" below.

What is Your responsibility?
It is Your responsibility to follow the manufacturer's specifications for the use, care and maintenance of the covered Devices and to protect against any further damage. As soon as Your Device fails, You must discontinue using it and request a Service Call. Note: For personal computers and tablet computers, You should routinely back up the data and software on Your Devices; and You are responsible for backing up Your Devices before We perform a Covered Repair.

Exclusions

What is not covered?

1. **Damages, losses or expenses, whether from theft, abuse, negligence or otherwise, caused by: (a) You or any person or entity other than Us or HomeServe or (b) unusual circumstances (except for power surges), meaning war, government regulations, pandemics, riots, hostilities, strikes, work slowdowns, acts or threats of terrorism, fires, explosions, or acts of God including, but not limited to natural disasters, earthquakes, tidal waves, and extreme weather (such as tornadoes, drought, hurricanes, and floods). For flat screen televisions: damages, losses or expenses from accident are not covered.**
2. **Excluded Damages (see "Limits of liability"), for example damages necessary to access Your Devices; or any loss, alteration or corruption of data resulting from a Covered Repair. 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. **Any correction, upgrade, or move of Your Devices in order to meet any code, law, regulation or ordinance, if not directly related to the necessary Covered Repair.**
5. **Any Device where ownership is shared with any third party or is covered by a homeowners', condominium or like association.**

6. **Any pre-existing conditions, defects or deficiencies with Your Devices that You are aware of prior to the Start Date of Your first Term or that occur during Your Waiting Period (if applicable).**
7. **Devices that are used solely for commercial purposes.**
8. **Failure of Devices that: (a) are otherwise covered by a manufacturer's warranty (except where the failure is due to ADH for personal computers and tablet computers), another service contract or agreement, or insurance policy; (b) are involved in a manufacturer's recall, defect or class action law suit; (c) are due to external factors, such as rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation; (d) are caused by improper removal or installation of replaceable components, modules, parts or peripheral devices and/or installation of incorrect parts; (e) are caused by malwares such as viruses, spyware, worms, trojans; or (f) occur when in possession of a third party, for example when being shipped.**
9. **Any Device that: (a) has removed or altered serial numbers; (b) is not properly connected to a UL-approved surge protector; (c) is not properly installed or connected to a power source; (d) is not installed, maintained, used or repaired according to manufacturer specifications, manufacturer warranties, code, law, regulation, or ordinance; or (e) is purchased or, at the time You make the Service Call, is located outside of the contiguous United States.**
10. **Any damage to Your Devices that does not impede or hinder their normal operational function, such as scratches, abrasions, or changes in color, texture, or finish.**
11. **Items not included as standard with Your Devices, such as attachments, accessories, peripheral devices or any upgrades.**
12. **Any parts of, or items connected to, Your Devices, that are consumer replaceable and designed to be replaced throughout the life of the Device, such as: fuses, batteries or connectors.**
13. **Any costs to modify the installation space if the replacement Device does not fit.**
14. **Any loss, alteration or corruption of software or data; and any restoration of software, data and/or operating systems.**
15. **Any repair or replacement that is not stated to be covered in "What is a Covered Repair?".**

Service Calls

What is a Service Call?
Work performed to diagnose and complete a single Covered Repair or a determination that the repair is not covered ("Service Call").

Do You have to pay anything for a Service Call?
There is a $100 fee to make a Service Call. Service Call fees must be paid to HomeServe when Your Service Call is arranged. If the failure with Your Device is not covered by this Service Agreement or We determine that there is no failure with Your Device, 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?
As soon as Your Service Agreement begins.

How can You request a Service Call?
If You have an online account, You can go to the website address listed on Your Declaration Page and provide the requested information. You may be contacted after submitting Your Service Call online if additional information is needed. You may also call the Repair Hotline number on Your Declaration Page. We will determine where the work will be performed based on the particular problem Your Device is experiencing and the information You provide.

For Home service, We will arrange for Your flat screen television to be serviced at Your Home during regular business hours, Monday through Friday (except holidays). Technicians must have safe and clear access to Your flat screen television and safe working conditions; and an adult (18 years or older) must be present.

For depot service, We will send You a prepaid label and instructions for shipping Your Device to Our authorized service center. Where applicable, We will arrange for Your Device to be returned to You.

For carry-in service, You must take Your Device to, and collect it from, Our authorized service center.

For broken screens (only when carry-in service is unavailable), HomeServe may agree to You using a service center of Your choosing to perform a Covered Repair for Your tablet computer. In these instances, You will be required to pay the service center directly for the Covered Repair and You will be reimbursed by Us up to the applicable Benefit Limit, less the applicable Service Call fee(s), after HomeServe has received the required document(s). See "How can You request reimbursement?" below.

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 Device is to be repaired or replaced is entirely within the discretion of HomeServe. You will not be reimbursed for a Covered Repair not authorized by Us.

If Your Service Agreement expires while a Covered Repair is being carried out, this Service Agreement will be extended until the Covered Repair has been completed.

What will happen if a Device needs to be replaced?
We will replace the covered Device with one of the same brand, model and/or color where possible. Where this is not possible, We will replace the covered Device with one of equal or similar features and functionality which may mean a different brand, model or color from Your original Device. A replacement Device may be a new Device, a refurbished Device or a remanufactured Device that performs to the factory specifications of the original Device, at HomeServe's discretion. Technological advances may result in a replacement Device that has a lower selling price than Your original Device, and We will not provide any compensation for any cost difference. Any and all parts or Devices replaced under this Service Agreement become Our property and upon request must be sent to Us. If applicable, We will provide You with instructions to do so.

How can You request reimbursement?
Within 30 days of the completion of the Covered Repair, You can go to the website address listed on Your Declaration Page (if You have an online account), or call HomeServe to request reimbursement that has been authorized by Us. You must provide HomeServe with copies of the relevant receipt(s). The receipt(s) must 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 the required document(s).

What is the Covered Repair Guarantee?
For 90 days from the date the Covered Repair is completed, 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 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 (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 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 periods begin 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.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 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.

Our right to recover payment
If You have a right to recover against another party for anything, We have paid under this Service Agreement, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You have been fully compensated for Your loss.

Transfer
You may not transfer this Service Agreement. If You move to a new address, please contact HomeServe as soon as possible to discuss Your options for continued coverage.

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 at 59 Maiden Lane, 43rd Floor, New York, NY 10038, 1-866-505-4048.

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. 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, 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.

State variations

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.