



## LINE PROTECTION PROGRAM TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS INCLUDE MANY ELEMENTS OF COVERAGE  
PLEASE SEE YOUR DECLARATION PAGE FOR THE COVERAGE(S) YOU ARE ENROLLED IN

*Please read carefully.*

### This Service Agreement

This Service Agreement provides coverage for Your exterior water service line ("Water Line"), exterior sewer/septic line ("Sewer/Septic Line"), exterior electrical line ("Exterior Electric"), interior electrical line ("Interior Electric"), interior telephone/low voltage line ("Telephone/Low Voltage"), gas line ("Gas Line"), (collectively, "System(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, 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?**

##### Owners of:

- A single structure permanently secured to the ground ("Home") and the land it is located on ("Property") 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 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:

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

##### Properties that have:

- System(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 System shared with a third party or that is covered by a homeowner's, condominium or like association
- A Sewer/Septic Line that has had roots removed prior to the Start Date of Your first Term
- Interior Electric or Exterior Electric with an electrical services entrance rated less than 80 amps

### Coverage

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

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

#### Water Line:

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

Repair or replacement of the following, for which You have sole responsibility, that is damaged due to normal wear and tear:

- A permanently blocked, leaking, or low pressure (less than 30 pounds per square inch with 2 or fewer fixtures open) Water Line that provides fresh water to Your Home.

##### **What sections are covered?**

- If supplied by a utility: Your Water Line from Your utility's responsibility to the water meter or main shut-off valve inside Your Home.
- If supplied by a well: Your Water Line from the external wall of Your well casing to the main shut-off valve inside Your Home.

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

- Up to \$3,500 per Term ("Benefit Limit").
- Multiple Service Calls up to the Benefit Limit. See "What is a Service Call?" below.

##### **Are there additional benefits?**

- Up to \$500 per Term is available to repair sidewalks and/or pavement located in a public easement damaged due to a Covered Repair for Your Water Line.

#### Sewer/Septic Line:

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

Repair or replacement of the following for which You have sole responsibility, that is damaged due to normal wear and tear:

- A permanently blocked or leaking Sewer/Septic Line that takes waste water from Your Home.

##### **What sections are covered?**

- If connected to a sewer system: Your Sewer/Septic Line from the external wall of Your Home to Your utility's responsibility.
- If connected to a septic system: Your Sewer/Septic Line from the external wall of Your Home to the point of connection to Your septic tank on Your Property.

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

- Up to \$6,000 per Term ("Benefit Limit").
- Multiple Service Calls up to the Benefit Limit. See "What is a Service Call?" below.

##### **Are there additional benefits?**

- Up to \$1,500 per Term is available to repair sidewalks and/or pavement located in a public easement damaged due to a Covered Repair for Your Sewer/Septic Line.

#### Exterior Electric:

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

Repair or replacement of the following for which You have sole responsibility, that is damaged due to normal wear and tear:

- The broken, failed, or hazardous permanent high voltage overhead or underground wiring and the weatherhead, insulator, riser, meter base, and service entrance conductor located between Your utility's responsibility and the exterior wall of Your Home.
- The broken, failed, or hazardous permanent high voltage wiring to detached garages and to fixtures.

- Extension Gas Lines exiting Your Home, up to and including the appliance connectors.

If Your Gas Line extends beyond the walls of Your Home, You must own the land that the Gas Line is on in order for Us to perform Covered Repairs.

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

- Up to \$8,000 per Term ("Benefit Limit").
- Multiple Service Calls up to the Benefit Limit. See "What is a Service Call?" below.

#### **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.
- Restoration to any area 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.

### **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 Property is located.
3. Correction of, or reimbursement for, any repairs or restorations made by You or anyone You hire.
4. Any correction, upgrade, or move of Your existing System(s) in order to meet any code, law, regulation, or ordinance, if not directly related to the necessary Covered Repair.
5. Any sections or parts of Your System(s) that are not installed according to code, law, regulation, or ordinance.
6. Any section of Your System(s) that is shared with any third party or is covered by a homeowners', condominium or like association.
7. Repair or replacement of any sections or parts of Your System(s) that are not stated to be covered in "What is a Covered Repair?" or "What sections are covered?"

##### **Water Line exclusions:**

1. Lines that are frozen.
2. Lines that branch off the primary Water Line.

##### **Sewer/Septic Line exclusions:**

1. Non-conforming drain lines, meaning drain lines not directly connected to the public sewer system or Your septic tank.
2. Septic tanks or any other type of collection tank; leaching fields.

##### **Exterior Electric exclusions:**

1. Damage or failure due to disconnection or interruption to the main electrical supply; transformers; repair of low voltage wiring

##### **Interior Electric exclusions:**

1. Appliances; service entrance conductors; transformers; resetting circuit breakers or system controls; aluminum, or non-standard/non-permanent materials; damage or failure due to

#### **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.

#### **Are there additional benefits?**

- We will also pay for any disconnection or re-connection fees charged by Your utility company related to a Covered Repair. Dependent on the circumstances, We will either pay the fees directly to the utility company or You may be required to pay the electric utility company and We will reimburse the cost to You once We receive proof of payment.
- Up to \$100 reimbursement for a required fixture installation related to a Covered Repair.

#### **Interior Electric:**

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

Repair or replacement of the following inside Your Home for which You have sole responsibility, that is damaged due to normal wear and tear:

- The broken, failed, or hazardous high voltage wiring from and including the breaker panel or fuse box, up to and including switches and outlets.

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

- Up to \$2,500 per Term ("Benefit Limit").
- Multiple Service Calls up to the Benefit Limit. See "What is a Service Call?" below.

#### **Telephone/Low Voltage:**

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

Repair or replacement of the following inside Your Home for which You have sole responsibility, that is damaged due to normal wear and tear:

- The broken or failed low voltage telephone wiring from the network interface(s) up to and including the jacks where You plug in Your phone(s).
- The broken or failed low voltage thermostat and doorbell wiring from the switch connection to the opener motor or chime bell connection.

##### **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.

#### **Gas Line:**

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

Repair or replacement of the following, for which You have sole responsibility, that is damaged due to normal wear and tear:

- Your Home's broken or leaking natural gas or propane Gas Line and gas appliance connectors.

##### **What sections are covered?**

- If connected to a gas main: Your primary Gas Line from Your utility's responsibility, up to and including the natural gas appliance connectors located either inside or outside Your Home.
- If connected to a propane tank: Your primary Gas Line from the external propane tank outlet connection, up to and including the propane appliance connectors located either inside or outside Your Home.

disconnection or interruption to the main electrical supply; replacement of light bulbs, light fixtures and fittings, fuses, or plugs.

#### Telephone/Low Voltage Line exclusions:

1. Specialty or non-standard jacks, lines, or systems or security system wiring.
2. Wiring for boat slips, special boat cards and jacks, jacks located outdoors and not attached to Your Home, or wiring for temporary or removable structures.

#### Gas Line exclusions:

1. Meter moves or replacements, except when required by local code and directly related to Covered Repairs.
2. Appliances.
3. Gas Lines not supplied by a utility.

#### Restoration exclusions:

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?".

### Service calls

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

A visit to Your Home or Property 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?**

Call HomeServe and a service representative will schedule a Service Call. You will not be reimbursed for work not authorized by HomeServe. 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 System(s) is to be repaired or replaced is entirely within the discretion of HomeServe.

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

You must call HomeServe within 30 days of the completion of the Covered Repair, as applicable, 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. 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 Us 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 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 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

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

59 Maiden Lane, 43<sup>rd</sup> 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](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, 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 set out above 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.

- 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. **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:

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