



COOLING SYSTEM ANNUAL TUNE-UP AND MAINTENANCE UGI ADVANTAGESM TERMS AND CONDITIONS

“UGI Advantage” is used by HomeServe with permission.

Please read carefully.

This Service Agreement

This Service Agreement provides for a tune-up and maintenance (“Tune-Up and Maintenance”) only, Your System will not be repaired or replaced.

This Service Agreement provides a Tune-Up and Maintenance for Your:

- Air conditioning system (“System”)

This Service Agreement includes one (1) tune-up and maintenance (“Tune-Up and Maintenance”). Please see “Coverage” below for details on what’s included and when these should be scheduled.

HomeServe USA Repair Management Corp. or the alternate administrator specified in the “State variations”, as applicable (“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., or the alternate provider specified in the “State variations”, as applicable (“Us”, “We”, “Our”, “NHRW”), the entity obligated to provide service. We are responsible for providing Your benefits.

For repairs conducted by HomeServe’s affiliate, HomeServe USA Energy Services, LLC.: HomeServe USA Energy Services, LLC (also known as UGI Heating, Cooling & Plumbing) operates in Pennsylvania under HIC License Number #PA158622.

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

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:

- A System with a pre-existing condition, defect or deficiency that You are aware of prior to the Start Date of Your first Term
- A System shared with a third party or that is covered by a homeowner’s, condominium or like association

- A System not installed according to manufacturer specifications
- A System that exceeds five (5) ton capacity, as described below in the “Inclusions” section
- Window units

Inclusions

You must call HomeServe for Tune-Ups and Maintenance.

What type of System is covered?

An electric, central System that does not exceed a five (5) ton capacity.

System Tune-Up and Maintenance:

What is included?

- One (1) Tune-up and Maintenance per Term for Your System. Your System must be performing its fundamental operation(s) in normal service for all points of the Tune-Up and Maintenance to be provided.
- A System Tune-Up and Maintenance includes only the following:
 - Check and adjust belts, check thermostat operation, check system temperature split, check voltage and amperage to all motors.
 - Inspect: disconnect, fuses, wiring, contactors, relays, pressure controls, electrical safety circuits, indoor blower and motor for dirt build up, bearings, condensate drain, outdoor coil, duct seal at unit and secure panels.
 - Additional cleaning (if necessary) of: condensate line, outdoor coil.
 - Replace (if supplied by You): air filter.
 - Lubricate (if necessary): fan and motor units.
 - Run and test system.
- System Tune-Ups and Maintenance will be performed between April 1st and September 30th.

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 war, government regulations, pandemics, riots, hostilities, strikes, work slowdowns, acts or threats of terrorism, fires, explosions, theft, or acts of God including, but not limited to, natural disasters, earthquakes, tidal waves, and extreme weather (such as tornadoes, drought, hurricanes, and floods).
2. Any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.
3. 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.
4. Correction of, or reimbursement for, any repairs made by You or anyone You hire, not authorized by Us.
5. Assessing, remediating or abating mold or other hazardous materials or notifying You of any mold or other hazardous materials that may be present in Your Home.

6. Any sections or parts of Your System that are (a) not installed according to code, law, regulation, ordinance, or manufacturer specification(s); (b) damaged due to external factors, such as rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation.
7. Any section of Your System that is shared with any third party or is covered by a homeowners', condominium or like association.
8. Any maintenance or tune-up not stated to be included in "What is included?".
9. Repair or replacement of any sections or parts of Your System.

Scheduling Your Tune-Up and Maintenance

When can You schedule a Tune-Up and Maintenance?

As soon as Your Service Agreement begins.

How can You schedule a Tune-Up and Maintenance?

Call HomeServe and a service representative will schedule a Tune-Up and Maintenance. Technicians must have safe and clear access to, and safe working conditions at and around the work area.

In order to schedule a Tune-Up and Maintenance, 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").

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 twelve (12) months ("Term").

Can You cancel?

You may cancel at any time in the following ways:

- Through Your online HomeServe account;
- By calling HomeServe at the number listed on Your Declaration Page;
- By mail to the address listed in "How can You contact HomeServe?" above and include Your full name and Home address;
- By email to info@homeserveusa.com and include Your full name and Home address;
- Via webchat at <http://homeserve.com>.

If You cancel within thirty (30) days of the Start Date, You will receive a full refund less Tune-Ups and Maintenance provided by Us.

If You cancel more than thirty (30) days after the Start Date, You will receive a pro-rata refund less Tune-Ups and Maintenance 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 Tune-Ups and Maintenance 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: (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 sixty (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 Tune-Ups and Maintenance provided by Us. In all other cases You will get a pro-rata refund less Tune-Ups and Maintenance 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 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.homeserve.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.homeserve.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, Inc. at 59 Maiden Lane, 43rd Floor, New York, NY 10038, 1-877-382-7818.

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 Price related to 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.** We 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.