



## EXTERIOR ELECTRICAL TERMS AND CONDITIONS

*Please read carefully.*

### This Service Agreement

This Service Agreement provides protection for Your exterior electrical system ("System"). 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 Confirmation Page, which lists important information about Your protection ("Confirmation 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 Confirmation 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 Confirmation Page ("You" or "Your") and us, Northcoast Solutions of Canada, ULC ("Us", "We", "Our", "Northcoast"), the entity obligated to provide service. We are responsible for providing Your services.

### Eligibility

#### Who is eligible for this protection?

##### Owners of:

- A single structure not intended to be moved ("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
  - c) Multi-family homes

#### Who is not eligible for this protection?

##### Owners of:

- Recreational vehicles or homes intended to be moved
- Properties used for commercial purposes
- A shared System that provides service to multiple properties.

##### 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
- An entire System shared with a third party or that is covered by a homeowner's, condominium or like association
- A System with an electrical services entrance rated less than 80 amps

### Protection

You must call HomeServe for Covered Repairs. You are responsible for charges beyond Your Protection Limit.

Under this Service Agreement, normal wear and tear of Your System, 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, that is damaged due to normal wear and tear or damage by falling tree branches, high winds, or ice:

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

- Frayed high-voltage wiring that is still functional.

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

- Up to \$3,000 CAD per Term ("Protection Limit").
- Multiple Service Calls up to the Protection Limit. See "What is a Service Call?" below.

#### Are there additional services?

- Reimbursement We approve in advance up to \$100 CAD reimbursement for a required fixture installation related to a Covered Repair.

#### What restoration is included?

- 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 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 and tornadoes, drought, hurricanes, and floods).
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 province or territory 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 in order to meet any code, law, regulation, ordinance, or utility directive, if not directly related to the necessary Covered Repair.
5. Any sections of Your System that is shared with any third party or is covered by a homeowners', condominium or like association.
6. Repair or replacement of any sections or parts of Your System that are not stated to be covered in "What is a Covered Repair?".

##### System exclusions:

1. Damage or failure due to 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.
2. Appliances or pool heaters.

##### Restoration exclusions:

1. Replacement of any decorative paving, pathways or landscaping features.
2. We cannot guarantee the survival of any living materials.
3. Removal of fallen trees or branches from Your Property.
4. Restoration that is not stated to be covered in "What restoration is included?".

## **Service Calls**

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

A visit to Your 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 protection 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 Confirmation Page ("Price"). Whether Your System 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 to request reimbursement. You must provide Us with relevant copies of invoices or statements within 30 days of the reimbursement request. The invoices or statements 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 the requirement documents.

### **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**

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### **When does this Service Agreement start and how long is it?**

Your Service Agreement begins on the start date listed on Your Confirmation 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 You discover that You have similar protection provided 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 protection.

### **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 protection that is the same or similar to the protection provided by this Service Agreement; (c) if We find that You are ineligible for this protection; or (d)

for You: (i) fraud; (ii) or misrepresentation of facts that are material to this Service Agreement or the services 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 Northcoast?**

2200 HSBC Building, 885 West Georgia Street Vancouver, British Columbia V6C 3E8 • 1-800-806-0690

### **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 Confirmation 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 province or territory 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.

### **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 Protection Limit, or, if there is no maximum

Protection 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 between provinces and territories.

**Arbitration: YOU, NORTHCOAST AND HOMESERVE ALL AGREE TO RESOLVE DISAGREEMENTS OR DISPUTES ONLY BY FINAL AND BINDING ARBITRATION OR IN SMALL CLAIMS COURT as follows:**

- A. EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, YOU ACKNOWLEDGE AND AGREE THAT ANY DISPUTE OR DISAGREEMENT THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS SERVICE AGREEMENT, OR FROM SERVICES OR PROTECTION YOU RECEIVE OR SERVICES OR PROTECTION YOU CLAIM TO BE OWED FROM NORTHCOAST OR HOMESERVE, OR FROM ANY OTHER AGREEMENT BETWEEN US, WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE RULES OF THE CANADIAN ARBITRATION ASSOCIATION.** Arbitration will apply not only to disputes and disagreements with or against Northcoast or HomeServe, but also to disputes and disagreements with or against the officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns of Northcoast or HomeServe. This paragraph shall apply to all disputes and disagreements, including those arising before this paragraph became binding on the parties.
- B. Most disputes or disagreements can be resolved by contacting HomeServe. In the unlikely event HomeServe is unable to resolve a dispute or disagreement, We, You and HomeServe agree to resolve such disputes through binding arbitration. The party that intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to HomeServe should be addressed to: HomeServe USA Repair Management Corp., 7134 Lee Highway, Chattanooga, TN 37421. The Notice must (a) describe the nature and basis of the disagreement or dispute; and (b) set forth the specific relief sought. If an agreement cannot be reached to resolve the disagreement or dispute within 30 days after Notice is received, an arbitration proceeding may commence. Any arbitration hearings will take place in the province or territory where Your Home is located, unless otherwise agreed.**
- C. IT IS FURTHER AGREED THAT ANY QUALIFYING SMALL CLAIMS COURT CASE OR ARBITRATION COMMENCED BY YOU OR HOMESERVE WILL BE COMMENCED IN AN INDIVIDUAL CAPACITY.** You may only bring a qualifying Small Claims Court case or commence an arbitration on Your own behalf and cannot seek relief that would affect other parties.