



## EXTERIOR SEWER/SEPTIC LINE PLUS RESTORATION TERMS AND CONDITIONS

*Please read carefully.*

### This Service Agreement

This Service Agreement provides coverage for Your exterior sewer/septic line ("Line").

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
  - 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 Line with a pre-existing condition, defect or deficiency that You are aware of prior to the Start Date of Your first Term
- An entire Line shared with a third party or that is covered by a homeowner's, condominium or like association
- A Line that has had roots removed prior to the Start Date of Your first Term or has failed a smoke or dye test prior to the Start Date of Your first Term, and the problems identified by the smoke or dye test have not been resolved

### Coverage

**You must call HomeServe for Covered Repairs and Additional Restoration. For Covered Repairs, there must be an operational failure to Your Line. You are responsible for charges beyond Your Benefit Limit.**

Under this Service Agreement, normal wear and tear of Your Line, 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:

- A blocked or leaking Line that takes wastewater from Your Home.
- Non-functioning backflow prevention devices that are part of Your Line.

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

- If connected to a sewer system: Your Line from the external foundation wall of Your Home to Your Property boundary.
- If connected to a septic system: Your Line from the external foundation wall of Your Home to the point of connection to Your septic tank on Your Property.
- Exterior branch drains connected to Your Line from the point they exit the external foundation wall of Your Home to the point they re-enter the external foundation wall of Your Home.

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

- Up to \$7,000 per Service Call ("Benefit Limit").
- Multiple Service Calls. See "What is a Service Call?" below.

#### **What restoration is included?**

- Restoration to any area disturbed by the Covered Repair is limited to filling, raking, and reseeded of grass, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces ("Basic Restoration").
- We will also provide or reimburse You for up to \$1,000 for each Covered Repair for restoration of Your pavement, yard, or landscaping ("Additional Restoration") disturbed by the Covered Repair. This includes sod, mulch, shrubs no more than 5 gallons, trees no taller than 6 feet, and resetting of landscaping bricks and stones for sidewalks, driveways, walls, and patios. For shrubs larger than 5 gallons or trees taller than 6 feet, We will replace with a comparable shrub under 5 gallons or tree under 6 feet, as appropriate. Additional Restoration to pavement includes patching or repairing asphalt or concrete sidewalks, driveways, steps, porches, and patios, as appropriate. If We are unable to provide Your Additional Restoration, We will reimburse You for covered charges, up to Your Benefit Limit (See "How can You request reimbursement?" below). Basic Restoration is included in Your Benefit Limit. If You exceed Your Benefit Limit, those Basic Restoration charges will be included in Your Additional Restoration benefit amount.
- Debris will be removed from the restoration area. If adverse weather conditions occur, it may take up to 6 months for restoration to be completed.

### 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 tornadoes, drought, hurricanes, and floods).
2. Excluded Damages (see "Limits of liability"). 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, not authorized by Us.
4. Any repairs or replacements when no operational failure of Your Line has occurred.
5. Any replacement, correction, upgrade, or move of Your existing Line in order to meet any code, law, regulation, ordinance, or utility directive, if not directly related to the necessary Covered Repair.
6. Any shared sections of Your Line that provides service to multiple properties or secondary buildings.
7. Any section of Your Line that is shared with any third party or is covered by a homeowners', condominium or like association.
8. Repair or replacement of any sections or parts of Your Line that are not stated to be covered in "What is a Covered Repair?" or "What sections are covered?".

**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; grinder pumps.
3. Lines that have failed a smoke or dye test, or inspection when no operational failure has occurred.
4. Lines that branch off the primary Line.

**Restoration exclusions:**

1. We cannot guarantee the survival of any living materials.
2. Restoration to any part of Your Property not disturbed by a Covered Repair.
3. Restoration to an entire paved surface in order to match color or texture.
4. Restoration to (a) buildings, sheds, garages, or any other structures; (b) sprinkler/irrigation systems, ponds, waterfalls, or other water structures; and (c) fields, meadows, pastures, or wooded areas.
5. Any plant life that has died or failed to grow due to lack of care or maintenance.
6. Restoration to damages, excavations, or disturbances to Your Property, that existed prior to the Covered Repair.
7. Any part of Your Property that is shared with any third party or covered by a homeowners', condominium, or like association.
8. Restoration that is not stated to be covered in "What restoration is included?".

**Service Calls**

**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 or reimbursement ("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 or Additional Restoration. 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 Line 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 or Additional Restoration, as applicable, to request reimbursement. You must provide HomeServe with relevant copies of the invoice(s) or statement(s) within 30 days of the reimbursement request. The invoice(s) or statement(s) 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 HomeServe of the required document(s).

**What is the Covered Repair Guarantee?**

For 12 months, We will arrange at Our expense and choice for repair or replacement of Covered Repairs and Additional Restoration 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 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.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, 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 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:

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