



UGI ADVANTAGESM TERMS AND CONDITIONS

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Please read carefully.

This Service Agreement

These terms and conditions include many elements of coverage—please see Your Declaration Page for the coverage(s) You are enrolled in. This Service Agreement provides for repair or replacement of parts only, Your Covered Item(s) will not be replaced.

This Service Agreement provides coverage for Your various systems ("Covered Item(s)").

This Service Agreement includes Inspection and Safety Check(s) and Cleaning and Maintenance(s) for certain Covered Item(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.

For repairs conducted by 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:

- All Covered Items with a pre-existing condition, defect or deficiency that You are aware of prior to the Start Date of Your first Term
- All of Your Covered Items shared with a third party or that are covered by a homeowner's, condominium or like association
- All Covered Items not installed according to manufacturer specifications

For Cooling System, Heat Pump and Mini-Split System coverage: window units are not eligible.

Coverage for Oil Heating Systems will begin only after a routine maintenance inspection and evaluation has been performed at Your cost and is not available in all areas.

This Service Agreement provides coverage for more than 1 Covered Item. If You do not meet the eligibility requirements for all Covered Items, You are still eligible for coverage for the Covered Item(s) that You meet the eligibility requirements for.

Coverage

You must call HomeServe for Covered Repairs, Inspection and Safety Checks, and Cleaning and Maintenances. You are responsible for charges beyond Your Benefit Limit for each Covered Item.

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

What is a Covered Repair?

Repair of 1 of each of the following residential Covered Items, for which You have sole responsibility, that are inside or support Your Home, that are failing to perform their fundamental operation(s) due to normal wear and tear.

Cooling System:

What type of Cooling System is covered?

An electric central cooling system ("Cooling System") that does not exceed a 5 ton capacity.

What is covered?

Repair or replacement of the broken or failed backup heating coils, blower bearings, blower belts, blower motors, blower pulleys, blower wheels, running and starting capacitors, circuit boards, condenser fan blades, condenser fan motors, condensate pumps, contactors, external crankcase heaters, defrost controls, electric circuits, electrical low voltages, elements, internal condenser wiring, outdoor unit relays, rain shields, refrigerant addition (1lb. over life of equipment), locating refrigerant leaks, relays, solenoids, standard thermostats, standard thermostat sub-bases, external thermal fuses, timers, and transformers.

What is a Cooling System Inspection and Safety Check?

- 1 inspection and safety check ("Inspection and Safety Check") per Term for Your Cooling System. Your Cooling System must be performing its fundamental operation(s) in normal service for all points of the Inspection and Safety Check to be provided.
- A Cooling System Inspection and Safety Check 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.
 - Clean (if necessary): condensate line, outdoor coil, and replace (if supplied by You) air filter. If a more extensive cleaning is deemed necessary by the technician performing the Inspection and Safety Check, You will be advised of the options available to You.
 - Lubricate (if necessary): fan and motor units.

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- Run and test system.
- Cooling System Inspection and Safety Checks will be performed between January 1st and October 15th.

What is a Cooling System Cleaning and Maintenance?

- 1 cleaning and maintenance (“Cleaning and Maintenance”) per Term for Your Cooling System. Your Cooling System must be performing its fundamental operation(s) in normal service for all points of the Cleaning and Maintenance to be provided.
- A Cooling System Cleaning 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.
- Cooling System Cleaning and Maintenances will be performed between January 1st and October 15th.

What will happen if We cannot repair Your Cooling System?

- If We determine that Your Cooling System cannot be repaired, or if parts are unavailable, obsolete, or being phased out, or We deem Your Cooling System beyond repair, We will provide \$100 towards the purchase and installation by Us of a minimum of 14 S.E.E.R. (Seasonal Energy Efficiency Ratio) Cooling System.

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

- There is no maximum benefit limit (“Benefit Limit”).
- Multiple Service Calls. See “What is a Service Call?” below.

Heat Pump:

What type of Heat Pump is covered?

An electric central heat pump (“Heat Pump”).

What is covered?

Repair or replacement of the broken or failed backup heating coils, blower bearings, blower belts, blower motors, blower pulleys, blower wheels, capacitors, circuit boards, condenser fan blades, condenser fan motors, condensate pumps, contactors, external crankcase heaters, defrost controls, electric circuits, electrical low voltages, elements, internal condenser wiring, outdoor unit relays, rain shields, refrigerant, locating refrigerant leaks, relays, solenoids, standard thermostats, standard thermostat sub-bases, external thermal fuses, timers, and transformers.

What is a Heat Pump Inspection and Safety Check?

- 1 Inspection and Safety Check per Term for Your Heat Pump. Your Heat Pump must be performing its fundamental operation(s) in normal service for all points of the Inspection and Safety Check to be provided.
- A Heat Pump Inspection and Safety Check includes only the following:
 - Check: thermostat operation, system temperature split, 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.

- Clean (if necessary): condensate line, outdoor coil and air filter.
- Lubricate (if necessary): fan and motor units.
- Run and test system.
- Heat Pump Inspection and Safety Checks will be performed between January 1st and October 15th.

What is a Heat Pump Cleaning and Maintenance?

- 1 Cleaning and Maintenance per Term for Your Heat Pump. Your Heat Pump must be performing its fundamental operation(s) in normal service for all points of the Cleaning and Maintenance to be provided.
- A Heat Pump Cleaning and Maintenance includes only the following:
 - Check: thermostat operation, system temperature split, 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.
 - Clean (if necessary): condensate line, outdoor coil and air filter.
 - Lubricate (if necessary): fan and motor units.
 - Run and test system.
- Heat Pump Cleaning and Maintenances will be performed between January 1st and October 15th.

What will happen if We cannot repair Your Heat Pump?

- If We determine that Your Heat Pump cannot be repaired, or if parts are unavailable, obsolete, or being phased out, or We deem Your Heat Pump beyond repair, We will provide \$100 towards the purchase and installation by Us of a minimum of 14 S.E.E.R. (Seasonal Energy Efficiency Ratio) Heat Pump.

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

- There is no maximum benefit limit (“Benefit Limit”).
- Multiple Service Calls. See “What is a Service Call?” below.

Mini-Split System:

What type of Mini Split System is covered?

A mini split system (“Mini Split System”) that is one of the following: Mitsubishi, Fujitsu, Daikin, Friedrich, Carrier, Trane or Sanyo.

What is covered?

Repair or replacement of the broken or failed backup heating coils, blower bearings, blower belts, blower motors, blower pulleys, blower wheels, capacitors, circuit boards, condenser fan blades, condenser fan motors, condensate pumps, contactors, external crankcase heaters, defrost controls, electric circuits, electrical low voltages, elements, internal condenser wiring, outdoor unit relays, rain shields, refrigerant, locating refrigerant leaks, relays, solenoids, standard thermostats, standard thermostat sub-bases, external thermal fuses, timers, and transformers.

What will happen if We cannot repair Your Mini-Split System?

- If We determine that Your Mini-Split System cannot be repaired, or if parts are unavailable, obsolete, or being phased out, or We deem Your Mini-Split System beyond repair, We will provide \$100 towards the purchase and installation by Us of a 14 S.E.E.R. (Seasonal Energy Efficiency Ratio) Mini-Split System.

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

- There is no maximum benefit limit (“Benefit Limit”).
- Multiple Service Calls. See “What is a Service Call?” below.

Interior Gas Fuel Line:

What is covered?

Repair or replacement of the broken or leaking internal, exposed black and/or galvanized piping that is ½” to 1 ¼ in” in diameter t and caps, elbows, manual “A” and “B” valves (also known as primary gas valves) metal flex connectors, nipples, pipe hangers, straps and clamps, tees, reducing fittings and unions, repairs to CSST tubing up to 1”, all of which must be accessible for repair and/or replacement.

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

- There is no maximum benefit limit (“Benefit Limit”).
- Multiple Service Calls. See “What is a Service Call?” below.

Heating System:

What type of Heating System is covered?

Natural gas, propane, central forced air or circulating hot water central heating system (“Heating System”).

What is covered?

Repair or replacement of the broken or failed aquastats, auto-fill valves, automatic gas valves, blow down valves/standard drain valves, blower bearings and belts, blower motors that are up to ¾ hp, blower pulleys and shafts, blower relays, blower wheels, burner gas control elements, burner manifolds, circulators, circulator bearings and couplers, circulator motors that are up to ¼ hp, circulator mounts, draft hoods, draft inducers, electric ignitions systems, electrodes, elements, factory wiring, fan and limit controls, fan door switches, fuses, gas cooks, gauge glass, gauges, heater gas controls, ignitors, induced fan pressure switches, low water cut-offs, low water cut-off floats, low water cut-off switches, main burners/venturi tubes, main valves, manual valves, modules, pilot burners, orifices, tubing and valves, pressure regulators, relays, relief valves, safety pilots, sequencers, spill switches, steam pressure controls, thermocouples, standard thermostats, outdoor thermostats, timers, transformers, and vent connectors.

What is a Heating System Inspection and Safety Check?

- 1 Inspection and Safety Check per Term for Your Heating System. Your Heating System must be performing its fundamental operation(s) in normal service for all points of the Inspection and Safety Check to be provided.
- A Heating System Inspection and Safety Check includes only the following:
 - Check: belts, blower wheels, BTU input, circuit breakers and fuses, circulator pumps, condensate drains, condensate pumps, draft and chimney bases, fans and fan speeds, motors, flame sensors (micro-amp reading), gas pressure, humidifier dampers, pressure switches, PVC vent and intake piping (if 90+ furnace), steam controls, temperature differential, thermostats, water leaks, water pressure, worn or defective parts, voltage and amperage to all motors; operation of burners, limits and controls.
 - Inspect: blower assemblies, chimney base and heat exchangers, burners, ignition system, baffles
 - Flush: condensate drains.
 - Lubricate (if necessary): fans and motors.

- Inspect: burners, capacitors, contactor points, heat exchangers (for rust, cracks and water leaks), temperature and safety controls.
- Tighten: electrical connections.
- Complete combustion check including carbon monoxide levels.
- Run and test system.
- Heating System Inspection and Safety Checks will be performed between January 1st and October 15th.

What is a Heating System Cleaning and Maintenance?

- 1 Cleaning and Maintenance per Term for Your Heating System. Your Heating System must be performing its fundamental operation(s) in normal service for all points of the Cleaning and Maintenance to be provided.
- A Heating System Cleaning and Maintenance includes only the following:
 - Check: belts, blower wheels, BTU input, circuit breakers and fuses, circulator pumps, condensate drains, condensate pumps, draft and chimney bases, fans and fan speeds, motors, flame sensors (micro-amp reading), gas pressure, humidifier dampers, pressure switches, PVC vent and intake piping (if 90+ furnace), steam controls, temperature differential, thermostats, water leaks, water pressure, worn or defective parts, voltage and amperage to all motors; operation of burners, limits and controls.
 - Clean (if necessary): blower assemblies, chimney base and heat exchangers.
 - Remove and clean (if necessary): burners, ignition system, baffles.
 - Flush: condensate drains.
 - Lubricate (if necessary): fans and motors.
 - Inspect: burners, capacitors, contactor points, heat exchangers (for rust, cracks and water leaks), temperature and safety controls.
 - Tighten: electrical connections.
 - Complete combustion check including carbon monoxide levels.
 - Run and test system.
- Heating System Cleaning and Maintenances will be performed between January 1st and October 15th.

What will happen if We cannot repair Your Heating System?

- If We determine that Your Heating System cannot be repaired, or if parts are unavailable, obsolete, or being phased out, or We deem Your Heating System beyond repair, We will provide \$100 towards the purchase and installation by Us of a comparable replacement Heating System.

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

- There is no maximum benefit limit (“Benefit Limit”).
- Multiple Service Calls. See “What is a Service Call?” below.

Combi Boiler:

What type of Combi Boiler is covered?

A natural gas or propane combination boiler (“Combi Boiler”).

What is covered?

Repair or replacement of the broken or failed aquastats, auto-fill valves, automatic gas valves, standard drain valves, blower relays, burner gas control elements, burner manifolds, circulators, circulator bearings and couplers, circulator motors that are up to ¼ hp, circulator mounts, draft hoods, draft inducers, electric ignitions systems, electrodes, elements, factory wiring, limit controls, fuses, gas cooks, gauge glass, gauges, heater

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gas controls, ignitors, induced fan pressure switches, low water cut-offs, low water cut-off floats, low water cut-off switches, main burners/venturi tubes, main valves, manual valves, modules, pilot burners, orifices, tubing and valves, pressure regulators, relays, relief valves, safety pilots, sequencers, spill switches, thermocouples, standard thermostat, outdoor thermostats, timers, transformers, and vent connectors.

What is a Combi Boiler Inspection and Safety Check?

- 1 Inspection and Safety Check per Term for Your Combi Boiler. Your Combi Boiler must be performing its fundamental operation(s) in normal service for all points of the Inspection and Safety Check to be provided.
- A Combi Boiler Inspection and Safety Check includes only the following:
 - Check: BTU input, circuit breakers and fuses, circulator pumps, condensate drains, condensate pumps, draft and chimney bases, motors, flame sensors (micro-amp reading), gas pressure, pressure switches, PVC vent and intake piping (if 90+ boiler), temperature differential, thermostats, water leaks, water pressure, worn or defective parts, voltage and amperage to all motors; operation of burners, limits and controls.
 - Inspect: chimney base and heat exchangers, burners, ignition system, baffles
 - Flush: condensate drains.
 - Lubricate (if necessary): fans and motors.
 - Inspect: burners, capacitors, contactor points, heat exchangers (for rust, cracks and water leaks), temperature and safety controls.
 - Tighten: electrical connections.
 - Complete combustion check including carbon monoxide levels.
 - Run and test system.
- Combi Boiler Inspection and Safety Checks will be performed between January 1st and October 15th.

What is a Combi Boiler Cleaning and Maintenance?

- 1 Cleaning and Maintenance per Term for Your Combi Boiler. Your Combi Boiler must be performing its fundamental operation(s) in normal service for all points of the Cleaning and Maintenance to be provided.
- A Combi Boiler Cleaning and Maintenance includes only the following:
 - Check: BTU input, circuit breakers and fuses, circulator pumps, condensate drains, condensate pumps, draft and chimney bases, motors, flame sensors (micro-amp reading), gas pressure, pressure switches, PVC vent and intake piping (if 90+ boiler), temperature differential, thermostats, water leaks, water pressure, worn or defective parts, voltage and amperage to all motors; operation of burners, limits and controls.
 - Clean (if necessary): blower assemblies, chimney base and heat exchangers.
 - Remove and clean (if necessary): burners, ignition system, baffles.
 - Flush: condensate drains.
 - Lubricate (if necessary): fans and motors.
 - Inspect: burners, capacitors, contactor points, heat exchangers (for rust, cracks and water leaks), temperature and safety controls.
 - Tighten: electrical connections.
 - Complete combustion check including carbon monoxide levels.
 - Run and test system.
- Combi Boiler Cleaning and Maintenances will be performed between January 1st and October 15th.

What will happen if We cannot repair Your Combi Boiler?

- If We determine that Your Combi Boiler cannot be repaired, or if parts are unavailable, obsolete, or being phased out, or We deem Your Combi Boiler beyond repair, We will provide \$100 towards the purchase and installation by Us of a comparable replacement Combi Boiler.

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

- There is no maximum benefit limit (“Benefit Limit”).
- Multiple Service Calls. See “What is a Service Call?” below.

Oil Heating System:

What type of Oil Heating System is covered?

Any heating system that uses oil to power it (“Oil Heating System”).

What is covered?

Repair or replacement of broken or failed aquastats, automatic gas valves, blow down valves, blower bearings and belts, blower motors that are up to ¾ hp, blower pulleys and shafts, blower relays, blower wheels, burner gas control elements, burner manifolds, circulator bearings and couplers, circulator motors that are up to ¼ hp, circulator mounts, draft hoods, draft inducers, electric ignitions systems, electrodes, elements, factory wiring, fan and limit controls, fan door switches, fuses, gas cooks, gauge glass, gauges, heater gas controls, ignitors, induced fan pressure switches, low water cut-offs, low water cut-off floats, low water cut-off switches, main burners, main valves, modules, pilot burners, orifices, tubing and valves, pressure regulators, relays, safety pilots, sequencers, spill switches, steam pressure controls, thermocouples, standard thermostat, outdoor thermostats, timers, transformers, vent connectors, all parts associated with the oil burners to include, but not limited to electrodes, oil pump, oil pump motor, oil filter, Firematic valve at burner.

What is an Oil Heating System Cleaning and Maintenance?

- 1 Cleaning and Maintenance per Term for Your Oil Heating System. Your Oil Heating System must be performing its fundamental operation(s) in normal service for all points of the Cleaning and Maintenance to be provided.
- An Oil Heating System Cleaning and Maintenance includes only the following:
 - Check: belts, blower wheels, BTU input, circuit breakers and fuses, circulator pumps, draft and chimney bases, fans and fan speeds, motors, oil pump & pressure, humidifier dampers, pressure switches, standard air filters, steam controls, temperature differential, thermostats, water leaks, water pressure, worn or defective parts, voltage and amperage to all motors; operation of burner, limits and controls.
 - Clean (if necessary): blower assemblies, chimney base and heat exchangers.
 - Remove and clean (if necessary): burner, ignition system, baffles.
 - Lubricate (if necessary): fans and motors.
 - Inspect: burners, capacitors, contactor points, heat exchangers (for rust, cracks and water leaks), temperature and safety controls.
 - Tighten: electrical connections.
 - Complete combustion check including carbon monoxide levels.
 - Run and test system.
- Oil Heating System Cleaning and Maintenances will be performed between January 1st and October 15th.

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What will happen if We cannot repair Your Oil Heating System?

- If We determine that Your Oil Heating System cannot be repaired, or if parts are unavailable, obsolete, or being phased out, or We deem Your Oil Heating System beyond repair, We will provide \$100 towards the purchase and installation by Us of a comparable replacement Oil Heating System.

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

- There is no maximum benefit limit (“Benefit Limit”).
- Multiple Service Calls. See “What is a Service Call?” below.

Standard Water Heater:

What type of standard water heater is covered?

An electric, natural gas, or propane tank-based water heater (“Standard Water Heater”).

What is covered?

Repair or replacement of the broken or failed aquastats, burners, burner tubing, dip tube, draft hoods, draft inducers (labor only), electronic ignitions, energy cutoffs, factory wiring, gas cocks, heating elements, manifolds, main valves, modules, pilot burners, orifices, tubing and valves, pressure regulators, pressure switches, pressure/temperature sensors, relief valves, sensors, spill switches, temperature dials, temperature limiting controls, thermocouples, thermostats, or vent connectors, drain valve and main water shut off valve.

What is a Standard Water Heater Inspection and Safety Check?

- 1 Inspection and Safety Check per Term for Your Standard Water Heater. Your Standard Water Heater must be performing its fundamental operation(s) in normal service for all points of the Inspection and Safety Check to be provided.
- A Standard Water Heater Inspection and Safety Check includes only the following:
 - Check and clean (if necessary): BTU input, circuit breakers and fuses, draft and chimney bases, motors, flame sensors (micro-amp reading), gas pressure, pressure switches, PVC vent and intake piping, thermostats, water leaks, water pressure, worn or defective parts, voltage and amperage to all motors; operation of burners, limits and controls.
 - Remove and clean (if necessary): burners, ignition system, pilot assembly, baffles.
 - Lubricate (if necessary): fans and motors.
 - Inspect: temperature and safety controls.
 - Tighten: electrical connections.
 - Complete combustion check including carbon monoxide levels.
 - Run and test system.
- Standard Water Heater Inspection and Safety Checks will be performed between January 1st and October 15th.

What will happen if We cannot repair Your Standard Water Heater?

- If We determine that Your Standard Water Heater cannot be repaired, or if parts are unavailable, obsolete, or being phased out, or We deem Your Standard Water Heater beyond repair, We will provide \$50 towards the purchase and installation by Us of a comparable replacement Standard Water Heater. We will not cover any change in fuel type.

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

- There is no maximum benefit limit (“Benefit Limit”).

- Multiple Service Calls. See “What is a Service Call?” below.

Tankless Water Heater:

An electric, natural gas, or propane tankless water heater (“Tankless Water Heater”).

What is covered?

Repair or replacement of the broken or failed aquastats, burner, burner tubing, draft hood, draft inducer (labor only), electronic ignition, energy cutoff, factory wiring, gas shut off valve, heating elements, manifold, main valve, modules, pilot burner, orifice, tubing and valve, pressure regulators, pressure switch, pressure/temperature sensors, relief valve, sensors, spill switch, temperature dial, temperature limiting control, thermocouple, thermostat, or vent connector, drain valve and main water shut off valve.

- 1 cleaning and flush of Your Tankless Water Heater per Term.

What will happen if We cannot repair Your Tankless Water Heater?

- If We determine that Your Tankless Water Heater cannot be repaired, or if parts are unavailable, obsolete, or being phased out, or We deem Your Tankless Water Heater beyond repair, We will provide, We will provide \$50 towards the purchase and installation by Us of a comparable replacement Tankless Water Heater. We will not cover any change in fuel type.

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

- There is no maximum benefit limit (“Benefit Limit”).
- Multiple Service Calls. See “What is a Service Call?” below.

Repair Access:

What does Repair Access include?

A 10% discount on any labor for repair work performed on Your Covered Item that is not otherwise covered by this Service Agreement (“Repair Access”).

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”), for example damages necessary to access the repair area. 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. Assessing, remediating or abating mold or notifying You of any mold that may be present in Your Home.
5. Any correction, upgrade, or move of Your existing Covered Items in order to meet any code, law, regulation, ordinance, or utility directive, if not directly related to the necessary Covered Repair.
6. Any sections or parts of Your Covered Items that are not installed according to code, law, regulation, or ordinance.

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7. Any section of Your Covered Items that is shared with any third party or is covered by a homeowners', condominium or like association.
8. Covered Item parts or components that are covered by a manufacturer's warranty or are non-compliant.
9. Gas logs, wifi thermostats, fireplaces and other space heating, heat recovery, extraction or window air conditioners, mixing valves, expansion tanks, water coils, air vents, attic pans and/or damage due to broken condensate lines.
10. More than 2 circulators and 2 standard thermostats.
11. Piping to and from boilers including all valves, flow checks and drains.
12. Refrigerant conversions and any refrigerant other than R-410a (including R-22). No more than 1 pound of refrigerant within the lifespan of Your Covered Items will be included.
13. Any maintenance, cleaning, inspection or safety check not stated to be included in this Service Agreement.
14. Repair or replacement of any sections or parts of Your Covered Items that are not stated to be covered in "What is a Covered Repair?".

Cooling System and Heat Pump exclusions:

1. Indoor coils, outdoor coils, compressors, TXV's, filters/dryers and service valves.
2. Non-standard thermostats and thermostat wiring.

Mini-Split System exclusions:

1. Indoor coils, outdoor coils, compressors, TXV's, filters/dryers and service valves.
2. Non-standard thermostats and thermostat wiring.
3. More than 1 condenser and 1 head/air handler.

Interior Gas Fuel Line exclusions:

1. Buried piping.
2. Bonding.

Heating System, Combi Boiler and Oil Heating System exclusions:

1. Air ducts, registers, air filters, zoning components and electronics, electronic air cleaners, flue venting, humidifiers, non-standard thermostats, thermostat wiring, air balancing, chimney maintenance or repairs, heating jacket, asbestos or other insulation.
2. Heat exchangers, leaking boilers, boiler distribution piping, and radiators.
3. Drain down and refill of the system if one of the following components fails: auto-fill valves, circulators, manual valves, or relief valves. If a drain down and refill of the system is needed a charge of \$90 will apply.

Standard Water Heater exclusions:

1. Drain down and refill of standard water heater and expansion tanks. If a drain down and refill is needed a charge of \$90 will apply.
2. Damage due to restricted lines or water pressure over 80 P.S.I.

Tankless Water Heater exclusions:

1. Damage due to restricted lines or water pressure over 80 P.S.I.
2. Damage/loss of performance as a result of poor water quality.

Repair Access exclusions:

1. Parts – the discount will not apply to any parts.
2. We are not responsible for any costs associated with non-covered repairs or any discounts offered.

Service Calls

What is a Service Call?

A visit to Your Home by HomeServe or one of HomeServe's approved technicians where 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. Where applicable, You must provide the make, model and serial number for failed Covered Items. You will not be reimbursed for (a) work not authorized by HomeServe, or (b) any expenses as a result of circumstances beyond HomeServe's control, for example due to delays in obtaining parts or equipment. 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 the parts of Your Covered Items are to be repaired or replaced is entirely within the discretion of HomeServe. We may obtain a second opinion or have an inspection performed by a technician of Our choosing.

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 and the cost of any Inspection and Safety Checks and/or Cleaning and Maintenances provided by Us.
- If You cancel more than 30 days after the Start Date, You will receive a pro-rata refund less any claims paid and the cost of any Inspection and Safety Checks and/or Cleaning and Maintenances provided by Us.



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- 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 and the cost of any Inspection and Safety Checks and/or Cleaning and Maintenances 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 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 and the cost of any Inspection and Safety Checks and/or Cleaning and Maintenances provided by Us. In all other cases You will get a pro-rata refund less any claims paid and the cost of any Inspection and Safety Checks and/or Cleaning and Maintenances 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.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.

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:

- 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,



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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.