Exterior Water Service Line Terms and Conditions

YOUR ENCLOSED DECLARATION PAGE IS AN INTEGRAL PART OF YOUR SERVICE AGREEMENT AND ALONG WITH THESE TERMS AND CONDITIONS CONSTITUTE YOUR ENTIRE AGREEMENT

Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), a subsidiary of HomeServe USA Corp. ("HomeServe"), is the entity that will administer the service under this Service Agreement. You may contact SLWA by mail at 7134 Lee Highway, Chattanooga, TN 37421 or by calling toll-free 1-866-922-9006. TWG Home Warranty Services, Inc. ("THW", "Provider", "We", "Us" or "Our") is the entity obligated to provide service under this Service Agreement. You may contact THW by mail at 175 West Jackson Blvd., 8th Floor, Chicago, IL 60604, or by calling toll-free 1-866-918-4680.

What's Covered: We will arrange and pay for the repair or replacement due to normal wear and tear of a leaking, frozen, low pressure, or permanently blocked Exterior Water Service Line for which You have sole responsibility, that supports Your Residence. You must call SLWA to arrange for service in order for repairs to be covered. See "How to Call for Repairs" below.

Your Exterior Water Service Line is the line that supplies fresh water to Your Residence from Your utility's responsibility or external wall of Your well casing to the external wall of Your Residence, including any water lines either buried or embedded in concrete in the outer wall of Your foundation. If Your Exterior Water Service Line is embedded in concrete, reasonable efforts will be made to avoid cutting through the concrete. This may mean relocating Your water meter as a means of repairing or replacing Your Exterior Water Service Line. Any part of Your Exterior Water Service Line beyond these linear limits will not be covered. Low pressure means less than thirty (30) pounds per square inch with two or fewer fixtures open.

Restoration: Restoration to any area disturbed by the repair that is on Your Property and outside Your Residence is limited to: filling, raking and reseeding of grass, and reinstallation of existing soft landscaping and shrubbery. We cannot guarantee the survival of any living materials disturbed by the repair and will not be responsible for the replacement of any decorative paving, pathways or landscaping features. If concrete cutting is necessary to repair Your Exterior Water Service Line, the resulting trench will be filled with gravel and covered with asphalt, cement, or concrete, as appropriate. Debris will be removed from the restoration area.

Benefit Limit: The maximum benefit limit is up to **$8,500** for each Service Call. Any repair or replacement charges beyond Your Service Call benefit limit are Your responsibility.

What's Not Covered: We will not be responsible for any of the following:

1. **Damages, losses and expenses, whether from negligence or otherwise, caused by: (a) You or any person or entity other than Us or SLWA or (b) unusual circumstances, including a natural disaster, or an act of God;**
2. **Consequential, incidental, or punitive damages arising from conducting repair work or as a result of the covered repair; for example, damages necessary to reasonably access the repair area. Your rights and remedies may vary depending on the state where Your Property is located;**
3. **Any correction, upgrade, or move of Your existing Exterior Water Service Line, not directly related to the necessary covered repair, in order to meet any code, law, regulation, or ordinance;**
4. **Repairs to any section of Your Exterior Water Service Line that You share with any third party or is covered by a homeowners', condominium or like association;**
5. **Repairs to any line that branches off the main line, for example lines for sprinklers, pools, hot tubs, radiant floor heating, and/or other outdoor systems;**
6. **Any shared Exterior Water Service Line that provides service to multiple properties or secondary buildings, whether known or unknown;**
7. **Repair or replacement of any part of Your Exterior Water Service Line that is not expressly stated to be covered in "What's Covered" above.**

Eligibility: A single structure owned by You, used and zoned for residential occupancy ("Residence") that is permanently secured to the ground, and the land it is located on is also owned by You ("Property"). Any recreational vehicle or other type of home on wheels that is intended to be moved and/or property used for commercial purposes is not eligible. If You are aware of any pre-existing conditions, defects or deficiencies with Your Exterior Water Service Line, prior to the Start Date of Your first Term, then Your Property is not eligible for this coverage.

If You reside in a multi-family structure and do not own the entire structure, it will be Your responsibility to provide SLWA with a signed release from all other homeowners for any work which may affect their portion of the structure. This release must be signed and submitted before any work will begin. Any failure by You to submit such signed releases shall discharge SLWA from its obligations to complete any work for which such releases are required. To obtain a release form call SLWA.

Length of Service Agreement: Your Service Agreement begins on the Start Date listed on Your Declaration Page and will continue for twelve (12) months ("Term") provided neither You nor We cancel. See "Cancellation/Refund" below. There is an initial waiting period of thirty (30) days, within which You will not be able to request a Service Call. This means You will receive less than twelve (12) full months of coverage during the first year. Upon renewal (if applicable), You will not be subject to a waiting period.

How to call for repairs: You must call SLWA and a service representative will assist in the diagnosis of Your repair and the scheduling of a visit from one of SLWA's approved local technicians. You will not be reimbursed for work done by technicians who are not authorized by SLWA. Technicians must have safe and clear access to, and safe working conditions at and around the work area. There is no Service Call fee.

Covered repairs: Whether Your Exterior Water Service Line is to be repaired or replaced is entirely within the discretion of SLWA. Covered repairs are guaranteed against defects in materials and workmanship for one year. Under the guarantee we will arrange at Our expense and discretion for repair or replacement. We disclaim any and all statutory or common law warranties (whether express or implied) other than Our covered repair guarantee and any implied warranties that cannot be excluded under applicable law.

Receiving Documents Electronically: You can receive Your Service Agreement and all related documents electronically. If You consented to electronic delivery, these documents will be sent to the email address listed on Your Declaration Page ("Email Address"). Documents sent to the Email Address will be deemed to have been received by You. You may stop receiving documents electronically by calling SLWA or by updating Your preferences in Your profile on HomeServe's website. You may also call SLWA to update Your Email Address or to receive a paper copy of Your Service Agreement.

Renewal: If You pay through Your utility bill, by credit/debit card or by direct debit this Service Agreement will automatically renew for a further term of twelve (12) months. If You paid by check, or if You pay by credit/debit card and requested that We not automatically renew this Service Agreement, You must renew this Service Agreement prior to the end of the Term to ensure continuous coverage. We reserve the right to not offer this Service Agreement upon renewal.

Cancellation/Refund: You may cancel this Service Agreement at any time by calling SLWA. If You cancel within thirty (30) days of the Start Date, You will receive a full refund less any claims paid by Us. If You cancel more than thirty (30) days after the Start Date, Your cancellation will be effective at the end of the then current billing month. If applicable, You will be entitled to a pro-rata refund less any claims paid by Us.

If Your local utility company or municipality provides similar coverage to You at no charge, You can contact SLWA to cancel and You will receive a refund of the payments You have made less any claims paid by Us. You may be required to provide evidence of the similar coverage. If We find that You have such coverage or are otherwise ineligible for the coverage provided by this Service Agreement, We may cancel on no less than fifteen (15) days' written notice to You and will refund the payments You have made less any claims paid by Us.

We may cancel for any reason on sixty (60) days' written notice to You. We can also cancel, on no less than fifteen (15) days' written notice to You for: (a) non-payment of the Price; or (b) Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it. If We cancel under (b) above, You will be entitled to a pro-rata refund less any claims paid by Us.

Written notices from Us under this section will tell You exactly when Your Service Agreement will be cancelled and why it has been cancelled. The notice periods referred to in this section begin when We send the notice to You.

Key Terms:

"**Declaration Page**" - The enclosed document that forms a part of this Service Agreement, listing important information regarding You, Your Property and other vital information.

"**Price**" – The amount You agree to pay for this Service Agreement, as listed on Your Declaration Page.

"**Service Agreement**" - The documents that constitute all of Your rights and responsibilities as a Service Agreement holder; which consist of these terms and conditions and Your Declaration Page.

"**Service Call**" – A visit to Your Property by one of SLWA's approved local technicians, where work is performed to diagnose and complete a single covered repair, or where it is determined the repair is not covered.

"**You**" or "**Your**" - The purchaser of this Service Agreement who is the Service Agreement holder listed on the Declaration Page.

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 reserve the right to change this Service Agreement (including the price or to charge an additional fee) and to delegate any of Our obligations at Our sole discretion provided We give You thirty (30) days' prior written notice of the changes. The changes will become effective thirty (30) days after We send You the notice. If You do not like the changes, You may cancel this Service Agreement. You may not change this Service Agreement or delegate any of Your obligations. Should certain terms or conditions in this Service Agreement be held to be invalid or unenforceable, the remainder of the terms and conditions in this Service Agreement shall remain valid.

Transfer: This Service Agreement is not transferable by You.

Responsibility for benefits owed to You: This is not an insurance policy; it is a Service Agreement. SLWA will serve as Your point-of-contact for all questions or concerns. 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 sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, You are entitled to make a claim against the insurer, Virginia Surety Company, Inc., 175 West Jackson Blvd., 8th Floor, Chicago, IL 60604, 1-800-209-6206.

Our Liability: To the extent permitted by applicable law, (1) You agree that We, SLWA and HomeServe, and all of their parents, successors, affiliates, approved technicians and our and their officers, directors, employees, affiliates, agents and contractors shall not be liable to You or anyone else for: (a) any actual losses or direct damages that exceed the lowest applicable per covered repair benefit limit set out above; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, including those caused by any fault, failure, delay or defect in providing services under this Service Agreement, 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, THW, SLWA, 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 THW, SLWA 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 THW, SLWA, or HomeServe. In addition, this arbitration agreement covers any claims or causes of action against THW, SLWA, 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 Residence 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.** SLWA 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, THW, SLWA, 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 THW, SLWA, or HomeServe.

State variations: The following shall apply if inconsistent with any other terms and conditions of this Service Agreement:

Texas only: We may only cancel for: (a) non-payment of the Price; or (b) for Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it; or (c) because the Residence is no longer owned by You, or the land on which the Residence is located is no longer owned by You. We will initiate service within forty-eight (48) hours of a request for services by You. The "Assignment/Amendment" section is deleted in its entirety and replaced with the following: "We reserve the right to delegate any of Our obligations at Our sole discretion provided We give You thirty (30) days' prior written notice of the changes. You may not change this Service Agreement or delegate any of Your obligations. Should certain terms or conditions in this Service Agreement be held to be invalid or unenforceable, the remainder of the terms and conditions in this Service Agreement shall remain valid." This Service Agreement is issued pursuant to a license granted by the Texas Real Estate Commission. Complaints in connection with this Service Agreement can be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, Texas 78711, (512) 936-3049.
The purchase of a residential service contract is optional and similar coverage may be purchased through other residential service companies or insurance companies authorized to transact business in Texas.
NOTICE: YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT.
FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR AN ATTORNEY OF YOUR CHOICE.

_____ _____
Buyer's Signature **Date**

NOTICE: WE PAY PERSONS NOT EMPLOYED BY US FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE §1303.304