



## EXTERIOR WATER SERVICE LINE PLUS RESTORATION TERMS AND CONDITIONS

Please read carefully.

### This Service Agreement


This Service Agreement provides coverage for Your exterior water service 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, North American Warranty, Inc. ("Us", "We", "Our", "NAW"), 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

### 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 provides fresh or drinkable water to Your Home. If Your Line has low pressure, then it must be less than 30 pounds per square inch with 2 or fewer fixtures open to be a Covered Repair.
- Non-functioning pressure reducing valves and backflow prevention devices that are part of Your Line.

#### What sections are covered?

- If supplied by a utility: Your Line from Your Property boundary to the external foundation wall of Your Home.
- If supplied by a well: Your Line from the external wall of Your well casing to the external foundation wall of Your Home.

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

- Up to \$7,000 per Term ("Benefit Limit").
- Multiple Service Calls up to the Benefit Limit. 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 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 section of Your Line that is shared with any third party or is covered by a homeowners', condominium or like association.