

## Surge HELP® “Home Electronics Loss Protection” 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

HomeServe USA Repair Management Corp. (“HomeServe”) is the entity that will administer the service under this Service Agreement. You may contact HomeServe by mail at 1232 Premier Drive, Chattanooga, TN 37421 or by calling toll-free 1-877-444-7750. North American Warranty, Inc. (“NAW”, “Provider”, “We”, “Us” or “Our”) is the entity obligated to provide service under this Service Agreement. You may contact NAW by mail at 175 West Jackson Blvd., Chicago, IL 60604, or by calling toll-free 1-866-918-4680.

**What’s Covered:** We will reimburse You for the repair or replacement of residential Electrical Products, for which You have sole responsibility, that fail due to an Electrical Surge within Your Residence. You must call HomeServe for a repair or replacement reimbursement claim form. See “How to Seek Reimbursement” below. You are responsible for arranging and paying the service technician for the repair or replacement of residential Electrical Product(s), including any diagnostic and/or service fees. For Electrical Products that cannot be repaired, We will pay or reimburse You, subject to Your benefit limit, the replacement value of the Electrical Product(s). Replacement value is deemed to be the typical purchase price of the most similar product available on the market at the time of the Electrical Product failure, taking into consideration the make, model, and features of the Electrical Product(s) being replaced. Electrical Products are appliances, electronics, and electromechanical equipment, including, but not limited to, refrigerators, clothes washers, clothes dryers, dishwashers, blenders, mixers, toasters, microwaves, televisions, window air conditioning units, thermostats, lamps, computers, DVD players, game consoles, printers, scanners and handheld devices such as tablets. An Electrical Surge means a short-term burst of excessive, unwanted energy (transient over-voltage) on a circuit, which if not suppressed, can accelerate wear and tear of attached electrical equipment, increasing repair frequency, repair costs and product failure.

**Benefit Limit:** The maximum benefit limit is up to \$2,000 per Term. Any repair or replacement charges beyond Your benefit limit are Your responsibility.

We will reimburse You up to \$125 for diagnostic and/or service fees for a covered repair or replacement, as long as the charges are usual and customary for Your area.

#### What’s Not Covered:

We will not be responsible for any of the following:

1. **Damages, losses and expenses, whether from negligence or otherwise, that do not result in an Electrical Surge caused by: (a) You or any person or entity other than Us or HomeServe or (b) unusual circumstances, meaning a natural disaster, act of God (such as fires, explosions, earthquakes, drought, tidal waves and floods), war, riots, hostilities, strikes or work slowdowns or acts or threats of terrorism;**
2. **Excluded Damages (see “Our Liability” below) which include, for example, damages necessary to reasonably access the repair area. Your rights and remedies may vary depending on the state where Your Residence is located;**
3. **Any correction or upgrade of Your existing Electrical Products, not directly related to the necessary repair, in order to meet any code, law, regulation or ordinance;**
4. **Electrical Products that cannot be replaced with like kind and quality (e.g. antiques);**
5. **Power tools;**
6. **Any additional charges not covered in the standard Service Call rate, including service technician travel charges;**
7. **Reimbursement for expenses recoverable under any Electrical Product or other add-on home warranty;**
8. **Repair or replacement of any part of Your Electrical Products not expressly stated to be covered in “What’s Covered” above.**

**Eligibility:** A single structure or a single Unit within a structure, owned or rented by You, used and zoned only for residential occupancy that is not intended to be moved (“Residence”) is eligible. Residences include single family homes (inclusive of manufactured housing), townhomes, and apartments. Any recreational vehicle or property used for commercial purposes is not eligible. If You are aware of any pre-existing conditions, defects or deficiencies with Your Electrical Products prior to the Start Date of Your first Term, then You are not eligible for this coverage. If Your Electrical Products are entirely shared with any third party, or covered by a homeowners’, condominium or like association, then You are not eligible for this coverage. If You move to a new Residence, please contact HomeServe as soon as possible to discuss Your options for continued coverage.

**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 Seek Reimbursement:** You must call HomeServe within seven (7) business days of an Electrical Surge event to request a claim form. You must fill out the form in full and return it to HomeServe within thirty (30) days from Your receipt of the claim form. You must include copies of a qualified service technician’s repair invoice. The invoice must be on business stationery and should include the name, address and telephone number of the service technician, as well as a complete description of damage and associated repair charges. A “qualified” service technician is an entity that possesses special expertise in the field of servicing or repairing Electrical Products and in fact engages in that business on a regular and ongoing basis. We reserve the right to assess whether or not a service technician is qualified. Approved reimbursement payments will be made to You within thirty (30) days of receipt by Us of Your properly completed claim form.

**Covered repairs:** Whether You will be reimbursed for repair or replacement of Your Electrical Products is entirely within the discretion of HomeServe.

**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 HomeServe or by updating Your preferences in Your profile on HomeServe’s website. You may also call HomeServe 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 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 HomeServe. 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 HomeServe 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 Residence 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”** – When work is performed by a service technician after an Electrical Surge event to repair, replace or remove the failed Electrical Products within Your Residence or to determine that the failed Electrical Products are not covered.

**"Unit"** – A self-contained space that includes, at minimum, a living area, kitchen and bathroom within Your Residence.

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

**Privacy Policy:** Any information You provide HomeServe will be accessed, collected, used, transmitted, disclosed, stored, maintained and otherwise handled to administer Your Service Agreement by HomeServe or its group of companies, including, but not limited to, disclosing Your address, telephone number, and other contact information to third parties who conduct services on HomeServe's behalf. HomeServe or its group of companies and their selected partners may also use Your data to keep You informed by mail, telephone or email of any products or services which they consider may be of interest to You. For further details on how HomeServe uses Your information, please see their Privacy Policy at [www.homeserveusa.com/Customr\\_Data\\_Privacy\\_Policy.html](http://www.homeserveusa.com/Customr_Data_Privacy_Policy.html). Should You have any questions or concerns about HomeServe's Privacy Policy or how they are using Your information or to update Your privacy preferences, please contact HomeServe.

**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. HomeServe 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., 11th Floor, Chicago, IL 60604, 1-800-209-6206.

**Our 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 set out above 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, NAW AND HOMESERVE ALL AGREE TO RESOLVE DISPUTES ONLY BY FINAL AND BINDING ARBITRATION OR IN SMALL CLAIMS COURT as follows:**

A. **EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS SERVICE AGREEMENT OR FROM ANY OTHER AGREEMENT BETWEEN US, OR SERVICES OR BENEFITS YOU RECEIVE OR CLAIM TO BE OWED FROM NAW OR HOMESERVE, WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION BY ONE OR MORE ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), OR ANOTHER ARBITRATION ADMINISTRATOR THAT WE MUTUALLY AGREE UPON.**

Arbitration will apply not only to claims against NAW or HomeServe, but also claims against the officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns of NAW or HomeServe. Arbitration and this paragraph shall apply to claims that arose at any time, including claims arising before this paragraph became binding on the parties. The federal arbitration act (9 U.S.C. §§ 1 et seq.) and not any state law applies to this agreement.

B. For claims of \$10,000 or less, the party bringing the claim can choose to proceed by way of binding arbitration

- pursuant to the AAA's rules or, alternatively, can bring an individual action in small claims court.
- C. **YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION.** This means that You may not be a representative or member of any class of claimants or act as a private attorney general in court or in arbitration with respect to any claim. Notwithstanding any other provision of this Service Agreement, the arbitrator shall not have the power to determine that class arbitration is permissible. The arbitrator also shall not have the power to preside over class or collective arbitration, or to award any form of class-wide or collective remedy. Instead, the arbitrator shall have power to award money or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. No class or representative or private attorney general theories of liability or prayers for relief may be maintained in any arbitration held under this Service Agreement.
- 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, up to a maximum of \$1,500; provided, however, that the arbitrator may award costs and expenses to any party, if allowed by law. If You provide us with signed written notice that You cannot pay the filing fee, HomeServe will pay the fee directly to the AAA.
- E. If for some reason the prohibition on class arbitrations set forth in Subsection C cannot be enforced, then the agreement to arbitrate will not apply.
- F. **IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU, NAW AND HOMESERVE AGREE THAT THERE WILL NOT BE A JURY TRIAL.** You, NAW and HomeServe unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating in any way to this Service Agreement or from any other agreement between us, or the services or benefits You receive or claim to be owed from NAW or HomeServe, including as to claims asserted against any of the officers, directors, managers, employees, agents, affiliates, insurers, technicians, approved technicians, successors or assigns of NAW or HomeServe.

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

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