

Appliance Repair 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**

**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 COVERS THE REPAIR OR REPLACEMENT OF PARTS ONLY. YOUR APPLIANCE WILL
NOT BE REPLACED UNLESS STATED OTHERWISE.**

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 7134 Lee Highway, Chattanooga, TN 37421 or by calling toll-free 1-877-444-7750. National Home Repair Warranty, Inc. ("NHRW", "Provider", "We", "Us" or "Our") is the entity obligated to provide service under this Service Agreement. You may contact NHRW by mail at 59 Maiden Lane, 43rd Floor, New York, NY 10038, or by calling toll-free 1-866-505-4048.

What's Covered: We will arrange and pay for the repair or replacement of the below listed parts and components of one (1) of each of the following residential appliances ("Appliance(s)"), for which You have sole responsibility, that are located inside Your Residence, and that fail to perform their fundamental operation(s) in normal service due to normal wear and tear:

- **Clothes Washer:**
 - Front loading clothes washers: door locks; door latches; door strikes
 - Top loading clothes washers: actuators; agitators; agitator dogs; agitator drive blocks; control magnets; lid switches; motor couplings; spin drive blocks; tub cover assemblies
 - General parts: belts; capacitors; drain hoses; drain pumps; fill hoses; fuses; inlet water valves; internal hoses; motors; pulleys; pump assemblies; pump gaskets; pump motors; relays; temperature selector switches; timers; timer knobs; transformers; water level pressure switches and tubes; control boards (once per life of Appliance); touch pads (once per life of Appliance)
- **Clothes Dryer:**
 - Electric clothes dryers: heater elements; heater element switches; motor start switches
 - Gas clothes dryers: all burners; coil kits; flame sensors; gas valves (once per life of Appliance); igniters; pilot burners; regulators; thermocouples
 - General parts: belts; blower wheels; door catches; gaskets; switches; drum felts; glides; bearings; rollers; fuses; limit controls; lint filters; motors; pulleys; selector switches; start switches; terminal blocks; thermostats; timers; timer knobs; control boards (once per life of Appliance); touch pads (once per life of Appliance)
- **Range:** one (1) oven and one (1) cooktop
 - Electric ranges: bake/broil relays; heater elements; heater element switches; surface element receptacles; transformers
 - Gas ranges: all burners; gas valves (once per life of Appliance); igniters; igniter switches; pilots; regulators; spark modules; thermocouples
 - General parts: door springs; electronic range controls (ERC) (once per life of Appliance); fuses; gaskets; oven sensors; relay boards; seals; selector switches; thermostats; touch pad membranes (once per life of Appliance)
- **Refrigerator:**
 - Air flow systems; capacitors; condenser fans; condenser fan blades and motors; control boards (once per life of Appliance); defrost heaters; defrost thermostats; defrost timers; door switches; drain heaters; evaporator fans; evaporator fan blades and motors; external overloads; fan switches; light switches; thermostats
 - In addition, We will drain blockages
- **Refrigerator Ice Maker:**
 - Shut-off arms; water inlet valves; optic boards; receiver parts
 - In addition, We will replace the Refrigerator Ice Maker once per life of Your Refrigerator
- **Water Heater (tank-type):**
 - Electric water heaters: upper and lower heating elements; upper and lower thermostats
 - Gas water heaters: flame spreaders; gas valves (once per life of Appliance); main burners; pilot burners; regulators; thermocouples
 - General parts: limit controls; relief valves

- **Dishwasher:**

- Belts; bimetal triggers; control boards (once per life of Appliance); door baffles; gaskets; door latches; door springs; door switches; drain valves; electrical controls; switches; fan controls; fan motors; fill valves; fuses; heating elements; limit controls; pulleys; pump/motor assemblies (once per life of Appliance); relays; soap dispensers; spray arms; spray arm supports; thermostats; timers (once per life of Appliance); touch pads (once per life of Appliance); tub seals; water level switches

- **Freezer:**

- Air flow systems; capacitors; condenser fans; condenser fan blades and motors; defrost heaters; defrost thermostats; defrost timers; door switches; drain heaters; evaporator fans; evaporator fan blades and motors; external overloads; fan switches; light switches; thermostats; control boards (once per life of Appliance)
- In addition, We will drain blockages

- **Gas Logs:**

- Fan motors; gas valves; ODS valves; regulators; thermocouples; thermostats

- **Garbage Disposal:**

- We will clear obstacles and reset overloads

If You own more than one (1) of the same type of Appliance, but You do not purchase a Service Agreement for each, You must designate which Appliance will be covered. If You do not designate which Appliance will be covered, then We will cover the first of Your Appliance(s) of that type that requires service. You must call HomeServe to arrange for service in order for repairs to be covered. See "How to Call for Repairs" below.

If parts are unavailable or obsolete or We deem Your Appliance beyond economical repair, Your Appliance will not be covered under this Service Agreement until an eligible replacement Appliance has been installed. Beyond economical repair means that the cost of a repair would be more than the value of Your Appliance in its then-current condition. Neither We nor HomeServe will have any liability as a result of such determination.

Benefit Limit: There is no maximum benefit limit.

What's Not Covered - General Exclusions:

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 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, upgrade, inspection, or preventive maintenance of Your existing Appliance, not directly related to the necessary repair, in order to meet any code, law, regulation, or ordinance.**
4. **Appliances or Appliance components that are not installed, maintained or used according to manufacturer specifications or applicable code.**
5. **Repair or replacement if the failure is caused by: abuse, theft, vandalism, accident, freezing, power surges, or electric, gas, or water outages.**
6. **Failure of Appliances otherwise covered by a manufacturer's warranty.**
7. **Any repair when the cost of parts and labor would be more than the value of the Appliance in its condition at the time of the Service Call.**
8. **Appliance installation or disconnection, not directly related to the necessary repair.**
9. **Replacement of Your Appliance(s) unless otherwise stated in the "What's Covered" section above.**
10. **Assessing, remediating, or abating mold or notifying You of any mold that may be present in Your Residence.**
11. **Repair or replacement of any part of Your Appliance(s) that is not expressly stated to be covered in "What's Covered" above.**

Eligibility: A single structure or a single Unit within a structure, owned by You, used and zoned only for residential occupancy ("Residence") is eligible. Residences include single family homes (inclusive of manufactured housing),

townhomes, condominiums, apartments, and mobile homes. If You own multiple Units, You must provide the specific Unit mailing address for each Service Agreement You purchase. Any recreational vehicle, Appliance, or property used for commercial purposes, including daycare centers, nursing homes, and long-term care facilities, is not eligible. If You are aware of any pre-existing conditions, defects or deficiencies with Your Appliances prior to the Start Date of Your first Term, then You are not eligible for this coverage. Appliances that are entirely shared with any third party, covered by a homeowners', condominium or like association, are not eligible.

Water Heater eligibility: In addition, if You have a tankless water heater, then You are not eligible for this coverage.

Freezer eligibility: In addition, if You have a freezer smaller than eight (8) cubic feet, then You are not eligible for this 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 call for repairs: You must call HomeServe and provide the make, model and serial number of the failed Appliance(s). A service representative will assist in the diagnosis of Your repair and the scheduling of a visit from one of HomeServe's approved local technicians. You will not be reimbursed for (a) work that has not been authorized by Us, or (b) any expenses as a result of circumstances beyond Our 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 Price. We reserve the right to obtain a second opinion or have an inspection performed by a service provider of Our choosing on any repair or replacement.

Covered repairs will be performed Monday through Friday during normal working hours. There is a \$25 fee per Service Call. Payment of this Service Call fee must be made prior to a technician being sent to Your Residence. If You miss Your Service Call appointment, You will be responsible for paying the Service Call fee, and You will also be charged another Service Call fee when You reschedule Your appointment. If We determine that the cost of a repair would be more than the value of Your Appliance in its then-current condition or if code violations exist and We do not make the repair, You will be refunded the Service Call fee.

Covered repairs: HomeServe shall determine the type, make, and source of parts and labor used at its sole discretion. Whether Your Appliance(s) or components of Your Appliance(s) are to be repaired or replaced is entirely within the discretion of HomeServe. Covered repairs are guaranteed against defects in materials and workmanship for thirty (30) days. Aftermarket and/or refurbished parts may be used for repairs. Under the guarantee We will arrange at Our expense and discretion for repair. 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 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: 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.

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 immediately. 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" - A visit to Your Residence by one of HomeServe's approved local technicians, where work is performed to diagnose and complete a single repair, or where it is determined the repair is 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: 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 thirty (30) days' prior written notice of the changes. The changes will become effective thirty (30) days after We send You the notice. 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, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, 1-800-505-4048.

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 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's Covered?" section 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 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. 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:

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