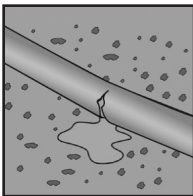
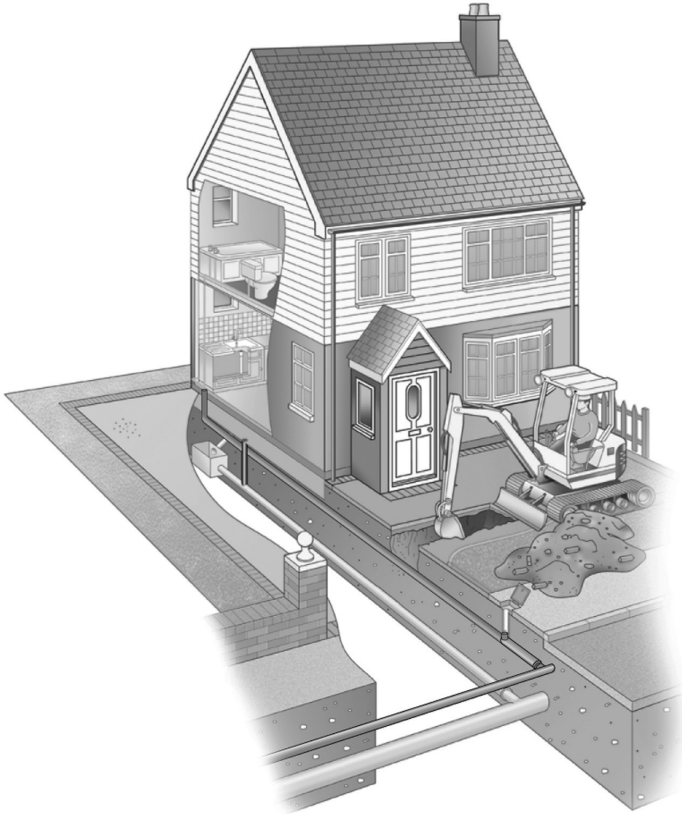
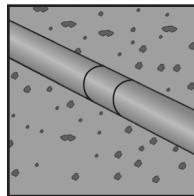


# Water Service Line Coverage



Locate, excavate  
& repair leak



Replace  
segment of pipe

## KEY TERMS

### We, Us and Our

We, Us and Our means (i) Home Service USA Repair Management Corporation and its affiliates, 1506 Klondike Road, Suite 105, Conyers, GA 30004 ("Home Service"), in its capacity as Administrator and manager of the benefits owed under this Service Agreement, and (ii) AMT Warranty Corp., 59 Maiden Lane, New York, NY 10038 ("AMT"), which underwrites and is responsible for providing the benefits owed to You under this Service Agreement. You may contact us at the foregoing addresses or by calling us toll-free at 1-888-666-8075.

**You and Your** means the Service Agreement Holder listed on the Declaration Page.

**Reinstatement** means back-filling of any necessary outside excavation to leave the ground level.

**Emergency Breakdown** means the sudden failure to the External Water Services due to defects in workmanship and/or materials, breakdowns due to normal wear and tear, or breakdowns arising in the course of ordinary functioning and usage, which immediately:

- Exposes **You** to a risk to **Your** health.
- Creates a risk of or damage to **Your** property or any of **Your** belongings normally contained within the property; or
- Makes **Your** home uninhabitable.

**Service call(s)** means repair or replacement or unblocking work performed by a licensed plumber or licensed service provider to diagnose and eliminate a single covered **Emergency Breakdown**.

**Provider** means the party (Us) obligated to perform under the terms of this contract.

**Service Agreement Fee:** The amount you paid for this agreement.

### 1. RESPONSIBILITY FOR BENEFITS OWED TO YOU

AMT Warranty Corp. is the service contract issuer and provider responsible for the performance of contractual obligations under this Service Agreement, including service performance and payment of cost of any benefits owable to You under the Agreement. Home Service has designed the protection program provided to You under this Service Agreement, and manages and administers the delivery of benefits owed to You under the Agreement. Home Service will be responsible for reviewing, processing and adjusting any claim You may have for benefits under this Service Agreement. Home Service will serve as Your ordinary point-of-contact for any questions or concerns You may have with respect to Your Service Agreement; You may also contact the obligor and contract issuer, AMT Warranty Corp, with any further inquiries. AMT Warranty Corp has given Home Service authority to act on its behalf in processing claims under this Service Agreement and in assisting You in processing payments and other transactions under this Agreement, and Home Service will act on behalf of AMT Warranty Corp in providing these services to You. Obligations under this Service Agreement are underwritten and supported by contractual liability insurance procured by the obligor, as detailed in the applicable state disclosures attached to this Agreement. All other terms and conditions of this Service Agreement are subject to, and modified by, the allocation of responsibilities set forth in this paragraph, unless otherwise indicated for residents of Your state as detailed in the applicable state disclosures attached to this Agreement.

### 2. SERVICE AGREEMENT

This Service Agreement is only valid after **Our** acceptance of the application and receipt of payment.

This Service Agreement continues for one (1) year from the Effective Date listed on the Declaration Page. However, in the first year of coverage you may not make a Service call within the thirty (30) days of the Effective Date listed on the Declaration Page. Payment is due the same time **You** sign up and must be received by **Us** for **Your** Service Agreement to be effective.

This Service Agreement will renew for a term of 12 months and will continue to renew for like terms unless cancelled within 30 days of the end of the term of your current agreement or cancelled as provided in this Service Agreement.

This Service Agreement will only cover systems for which **You** have responsibility. **We** do not cover any repairs for systems that landlords, utilities or other entities are responsible for repairing.

### 3. EMERGENCY BREAKDOWN SERVICE

During the Service Agreement coverage term, **We** agree, in the event of a covered **Emergency Breakdown**, to arrange and pay for a licensed plumber or licensed service provider to provide a **Service call** to the following:

#### a. External Water Services

If **You** have an **Emergency Breakdown** to **Your** external water

service line from the boundary of **Your** property to the point of entry into the building within **Your** property for which **You** have responsibility, **You** should call the Emergency Service Hotline and **We** will:

- Arrange for a licensed plumber or licensed service provider to provide a diagnosis of the problem.
- Pay for covered **Emergency Breakdown**. (Subject to limits of liability)
- Repairs will normally be commenced within 48 hours of **Your** telephone request for servicing subject to Exclusions.

Covered **Emergency Breakdown** includes but is not limited to: Locate, excavate and repair service line leak  
Replace section of service line

### 4. YOUR DUTIES

**We** will not pay for any Services performed without **Our** prior approval. Notice of any **Emergency Breakdown** must be given to **Us** upon discovery and during the coverage term.

In the event of an **Emergency Breakdown** under this Service Agreement, **You** must:

- Call the 24 hour Emergency Service Hotline immediately at 1-888-666-8076.
- Cooperate and assist **Us** in any matter concerning a covered **Emergency Breakdown**.
- Provide the licensed plumber or licensed service provider with access to **Your** property.
- You** must take every reasonable precaution to protect the property until the necessary repair or replacement or unblocking is authorized by **Us** and the work is completed.

**You** will not have to complete any claim forms. **You** will need to sign a form to confirm that repairs have been completed. **We** will make payment directly to the licensed plumber or licensed service provider after the work is completed. In some cases, it may be necessary for **You** to pay for the **Service call**, in which case, **We** will reimburse **You** when **We** receive **Your** paid invoice(s) and process **Your** payment.

### 5. EXCLUSIONS

**We** are not responsible for any of the following:

- THAWING OF TEMPORARILY FROZEN PIPES, WHICH HAVE NOT RESULTED IN AN EMERGENCY BREAKDOWN;
- EMERGENCY BREAKDOWN TO EXTERNAL GUTTERING, STORM DRAINS AND DOWNSPOUTS OR ANY DAMAGE RESULTING FROM THEIR OVERFLOW;
- EMERGENCY BREAKDOWN ARISING FROM THE DISCONNECTION FROM OR INTERRUPTION TO THE MAIN WATER SUPPLY;
- ANY EMERGENCY BREAKDOWN WHICH EXISTED PRIOR TO, OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE AGREEMENT;
- EMERGENCY BREAKDOWN CAUSED BY FAULTY CONSTRUCTION, IMPROPER MAINTENANCE OR A LACK OF MAINTENANCE;
- EMERGENCY BREAKDOWN ARISING FROM A CONTROLLABLE LEAK WHERE YOU COULD HAVE CONTAINED OR SHUT-OFF THE LEAK YOURSELF;
- SWIMMING POOLS OR DECORATIVE FEATURES (SUCH AS PONDS, FOUNTAINS AND ANY ASSOCIATED EQUIPMENT), SPA, SPRINKLER AND FIRE LINE SYSTEMS;
- REPAIR OR REPLACEMENT OR UNBLOCKING OF COVERED PARTS, EQUIPMENT AND/OR SYSTEMS DUE TO THE GRADUAL REDUCTION IN PERFORMANCE CAUSED BY NORMAL WEAR AND TEAR WHERE AN EMERGENCY BREAKDOWN HAS NOT OCCURRED;
- EMERGENCY BREAKDOWN TO PROPERTY HAVING REMAINED UNOCCUPIED FOR MORE THAN THIRTY CONSECUTIVE (30) DAYS;
- REPAIRS OR REPLACEMENT WHEN PARTS ARE OBSOLETE;
- COSTS TO CORRECT OR UPGRADE ANY PART, EQUIPMENT AND/OR SYSTEM IN ORDER TO COMPLY WITH ANY FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, ORDINANCE

- OR UTILITY REGULATIONS;
- L) COSTS ASSOCIATED WITH TREATMENT, REMOVAL, RECOVERY, OR DISPOSAL OF HAZARDOUS MATERIAL;
  - M) REPAIR OR REPLACEMENTS OR UNBLOCKING WITHOUT OUR PRIOR AUTHORIZATION;
  - N) REPAIR OR REPLACEMENTS OR UNBLOCKING ARISING FROM MANUFACTURER'S RECALLS, DEFECTS OR CLASS ACTION SUITS;
  - O) COST OF CLOSING WALLS, FLOORS OR CEILINGS;
  - P) CONSEQUENTIAL OR INCIDENTAL DAMAGES;
  - Q) INJURY, ILLNESS, DAMAGE, INCONVENIENCE OR LOSS OF USAGE CAUSED BY DELAYS, NON-AVAILABILITY OF PARTS, LABOR DIFFICULTIES OR OTHER CONDITIONS BEYOND OUR CONTROL;
  - R) ANY AND ALL COSTS ASSOCIATED WITH A REPAIR VISIT, IF IT IS DETERMINED THAT COVERAGE UNDER THIS CONTRACT DOES NOT APPLY, OR NO COVERED EMERGENCY BREAKDOWN IS DISCOVERED;
  - S) COST ASSOCIATED IN OBTAINING PERMITS;
  - T) COST ASSOCIATED WITH REINSTATEMENT OF HARD OR SOFT LANDSCAPING (INCLUDING BUT NOT LIMITED TO: DRIVEWAYS, PATHWAYS, WALLS, PATIOS, DECKS, FLOWERBEDS, TREES AND LAWNS);
  - U) COVERAGE ON MOBILE HOMES, RECREATIONAL VEHICLES, MULTIPLE-UNIT DWELLINGS, COMMERCIAL BUILDINGS, OR ANY RESIDENTIAL HOME OVER 5,001 SQ. FT.;
  - V) EMERGENCY BREAKDOWN CAUSED BY OR RESULTING FROM: INSECT, VERMIN, PETS, MISUSE, ABUSE, NEGLIGENCE, VANDALISM, THEFT, WAR, RIOT, MILITARY UNREST, NUCLEAR ACCIDENT, FLOODING, WATER FLUCTUATIONS, FIRE, HAIL, WIND, LIGHTNING, EARTHQUAKES, EARTH MOVEMENT, LANDSLIDE, SAND, CHEMICALS;
  - W) CIRCUMSTANCES OUTSIDE OUR REASONABLE CONTROL SUCH AS EXTREME WEATHER CONDITIONS, POWER AND/OR SYSTEM FAILURE, INDUSTRIAL ACTION OR STATE OR FEDERAL AUTHORITIES EMERGENCY DIRECTIVES, DELAYS IN OBTAINING OR ISSUING PERMITS.

## 6. LIMITS OF LIABILITY

Our obligations for a covered **Emergency Breakdown** are limited to:

- a. Two **Service calls** per coverage term.
- b. A maximum of \$3,500 for any one **Service call**.

## 7. GENERAL CONDITIONS

### a. CANCELLATION:

If **We** cancel this agreement within 30 days of the effective date **We** will refund **Your** payment in full. **You** may cancel this contract after 30 days from the effective date by providing written notice. **You** will be entitled to a pro-rata refund less any claims paid. Any refund not paid to **You** within 30 days is subject to a 10% monthly penalty.

This Service Agreement shall be non-cancelable by **Us**, except for:

- (a) Nonpayment of Service Agreement fees;
- (b) Fraud or misrepresentation of facts material to the issuance of this Service Agreement.

If **We** cancel, **You** will be notified in writing five days prior to cancellation. **You** will be entitled to a pro-rata refund of fees paid provided no **Service Call** has been made.

### b. CUSTOMER SERVICE:

**We** strive to provide **You** with the highest standards of service. If **You** feel that **Our** service has not met **Your** expectations or **You** have a question, please contact **Us** at: 5301 Blue Lagoon Drive, Suite 400, Miami, FL 33126, or call 1-888-666-8075.

### c. PAST DUE AMOUNT(S):

If **You** fail to make full payment on **Your** payment due date **Your** Service Agreement coverage will immediately be suspended until the full past due amount is paid.

### d. WAITING PERIOD:

**You** have thirty (30) days from the date **You** sign-up before **You** can make a Service call. During that period if **You** decide **You** do not want the Service Agreement **You** can notify **Us** and **We** will provide a full refund of fees paid.

### e. PERMANENT REPAIRS:

All permanent repairs will have a minimum of one year repairer's guarantee.

### f. TRANSFER:

**Your** rights and duties under this Service Agreement are transferable to a subsequent purchaser of your property only and must be completed within thirty (30) days from the date of sale to the subsequent owner. All transfers are for the balance of the remaining term and are subject to any outstanding Service Agreement fees and the new owner registering into the program.

### g. OVERLAPPING COVERAGE:

If **You** find **You** have another service agreement or insurance policy which provides similar benefits, **You** can notify **Us** immediately. **We** will refund **Your** Service Agreement fee as long as no **Service call** has been provided. **You** may be required to provide a copy of the contract/policy showing similar coverage.

### h. RIGHTS OF RECOVERY:

If **We** pay for an **Emergency Breakdown**, **We** may require **You** to assign **Us** **Your** rights of recovery against others. **We** will not pay for an **Emergency Breakdown** if **You** impair these rights to recover. **Your** right to recover may not be waived.

### i. REPAIR, REPLACEMENT AND/OR UNBLOCKING:

At **Our** discretion a covered **Emergency Breakdown** may be remedied by repair, replacement and/or unblocking.

### j. SECOND OPINION:

**We** reserve the right to obtain a second opinion paid for by **Us** by a licensed repairer of **Our** choosing on any repair or replacement diagnosis.

### k. FRAUD AND/OR MISREPRESENTATION:

Misrepresentation or any attempt to defraud **Us**, including collusion between **You** and plumber or service provider, shall result in cancellation of coverage, and **We** shall seek reimbursement and may pursue remedies under applicable law.

### l. PRIVACY POLICY

Customer information collected during the purchase and administration of Home Service is not disclosed to other companies for the purposes of marketing other products and services. Such information may be disclosed to other companies in order to provide services under this Service Agreement. Should you have any questions about our policy please contact us on 1-888-666-8075. Telephone calls may be recorded/and or monitored.

## STATE VARIATIONS:

The following state variations shall apply if inconsistent with any other terms and conditions of this service agreement.

**Alabama** – Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a claim by contacting Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038.

**Arkansas** – Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a claim by contacting Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038, 212-220-7120. We may repair with nonoriginal manufacturer's parts.

**Colorado** – Actions under this service agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act" and that parties to the contract may have a right of civil action under these laws. This contract applies to homes that have been previously owned.

**Connecticut** – If you purchased this contract in Connecticut, you may pursue arbitration to settle disputes between you and the provider of this contract. **You** may mail your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this contract.

**Georgia** – This is not a contract of insurance. If we cancel this agreement, the form of such cancellation will comply with Section 32-24-44 of the Georgia Code. Failure to refund in this manner will subject us to a penalty equal to 25% of the refund amount and interest rate of 18% per annum until the refund is paid, not to exceed 50% of the refund amount. You may cancel this agreement at any time and receive a pro rata refund. No claims incurred or paid will be deducted from the amount to be returned. Only preexisting conditions that you know of or reasonably should have been aware of will be excluded from coverage.

This agreement is underwritten by Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038. Should we fail to pay a claim or issue a refund within (60) days after the filing of a proof of loss, then you are entitled to file a direct claim with the insurer.

Membership starts the day your Enrollment Form is processed and lasts for one year. There is an initial 30 day waiting period to make a claim, giving you 11-months of coverage during the first year of coverage. This prevents service calls on pre-existing conditions and helps keep the coverage affordable.

**Idaho** – This is not a contract of insurance. The buyer may have other rights and remedies of the Idaho Consumer Protection Act. For more information on your rights, contact the Consumer Protection Division of the Office of the Idaho Attorney General at (208) 334-2424.

**Illinois** – Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a claim by contacting Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038.

**Indiana** – Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a claim by contacting Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038, 212-220-7120.

**Iowa** – The issuer of this agreement is subject to regulation by the Department of Commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the Iowa Insurance Division.

**Kentucky** – Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a claim by contacting Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038.

**Maryland** – A service contract does not terminate until the services are provided in accordance with the terms of the service contract.

**Michigan** – If performance of the service contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the service contract shall be extended for the period of the strike or work stoppage.

**Minnesota** – Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a claim by contacting Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038.

**Nevada** – Obligations under this service contract are insured under a contractual liability policy issued by Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038. We may not cancel this service contract until at least 15 days notice has been mailed to you. We will initiate service within 48 hours unless it is an emergency and in emergency situations service will commence within 24 hours. The term emergency means that a breakdown of the covered component renders the home uninhabitable.

**New Hampshire** – In the event you do not receive satisfaction under this contract, you may contact New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, phone number 800-852-3416.

The obligation of the reimbursement insurer to reimburse or pay on behalf of the obligor any sums the obligor is legally obligated to undertake according to the obligor's contractual obligations under the consumer guaranty contracts issued or sold by the obligor. In the event the obligor does not provide for covered services within 60 days after the contract holder has submitted proof of loss to the obligor, the contract holder is entitled to apply directly to the reimbursement insurance company for satisfaction. Wesco

Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038, 212-220-7120.

**New Mexico** – Cancellation is not effective until 15 days after notice of cancellation is mailed to the service agreement holder.

**New York** – Cancellation is not effective until 15 days after notice of cancellation is mailed to the service agreement holder. Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a claim by contacting Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038.

**North Carolina** – Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a claim by contacting Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038, 212-220-7120.

**Oklahoma** – This service agreement is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. If you cancel this agreement, you will receive a refund of 90% of the unearned pro rata premium; if we cancel this agreement, you will receive a refund of 100% of the unearned pro rata premium.

**South Carolina** – Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy. Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038.

In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbia SC 29201 or 1-800-768-3467.

**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 the attorney of your choice.

This contract is regulated by the Texas Real Estate Commission. Any complaints may be filed with the Commission at: Texas Real Estate Commission, P.O. Box 12188, Austin, Texas 78711-2188.

**Utah** – Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. Cancellation for non payment is effective 10 days after mailing written notice. Cancellation for other reasons is effective 30 days after mailing you notice.

**Vermont** – The provider's obligations under this plan are supported by a contractual liability insurance policy. Upon failure of the provider to perform under the contract, the insurer which issued the policy shall pay on behalf of the provider any sums the provider is legally obligated to pay and shall provide the service which the provider is legally obligated to perform according to the provider's contractual obligations under the service contracts issued or sold by the provider. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the provider, the claim can be submitted to Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038.

**Virginia** – Purchase of a home protection contract is not mandatory.

**Washington** – A 21 day written notice of cancellation will be mailed to the service agreement holder. Obligations of the service contract provider under this contract are insured under a service contract reimbursement insurance policy. Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038.

**Wisconsin** – **THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Claims will not be deducted from refunds.

**Wyoming** – Obligations of the service contract provider under this contract are insured under a service contract reimbursement insurance policy. Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038.