



## Committee of the Whole Memorandum

To: Committee Members  
From: Jim Culotta, City Administrator  
Date: 8/13/18  
Re: 3<sup>rd</sup> Party Service Line Insurance (National League of Cities)

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### **EXECUTIVE SUMMARY**

Recently, I became aware of an insurance program endorsed by the National League of Cities that can offer our residents an opportunity to purchase coverage for their private water and sewer lines, as well as interior plumbing. The program covers inspections and repairs for leaking and clogged pipes. Utility Service Partners, Inc. ([A+ rated by BBB](#)) offers this as a turnkey program. The City would have no financial or administrative responsibility and our only involvement would be to grant a license to Utility Service Partners to use the City name and logo in marketing materials (see attached sample & agreement).

### **BACKGROUND**

At their August 6<sup>th</sup> meeting, the Public Works Committee recommended this topic for the next Committee of the Whole meeting. As you can see in the attached presentation, Utility Service Partners provides this program to over 500 communities nationwide but utilizes local, licensed contractors to perform repairs. All residents, regardless of their water/sewer provider, may participate in the program. According to Illinois-American Water, they do not offer a similar service line program.

Residents are not required to enter into a contract and may cancel coverage at any time. There are no deductibles and monthly fees are \$5.25 for water service lines, \$7.25 for sewer service lines, and \$9.49 for interior plumbing. Residents may select one, two or all three coverage areas. Repairs are made to the current code and carry a one-year warranty. Monthly rates have not changed in the past four years. Residents must wait 30 days after signing up to receive benefits. Sewer and water line repairs are covered up to \$8,500 per incident. Interior plumbing repairs are covered up to \$3,000 per incident.

According to Hanover Park, Illinois, *"The program has worked great. We have been with (Service Line Warranty Program) since February of 2012, beginning with the Sanitary Sewer Line coverage. I did quite a bit of research at the time and found this program offered the best service and value to our residents. After that the Water Line coverage was offered and lastly the Interior Plumbing coverage was offered. Since 2012 I have had only two complaints and both were resolved within hours. This program has saved our residents thousands of dollars in repair costs and the Village is very pleased that we found a program like this to help them."*

### **REQUESTED ACTION**

Following a presentation by Mike Chambers, Utility Service Partners, staff seeks Committee guidance.

### **ATTACHED**

1. NLC/Utility Service Partners Presentation
2. Non-Royalty Marketing Agreement (a royalty/revenue sharing agreement is also available)
3. Terms & Conditions Water and Sewer Service Lines
4. Sample Marketing Materials

# City of Washington, IL



*we promise*



**NLC** NATIONAL  
LEAGUE  
OF CITIES  
UNITED STRONG TOGETHER

**Mike Chambers**  
**724-678-6075**  
[mchambers@utilitysp.net](mailto:mchambers@utilitysp.net)



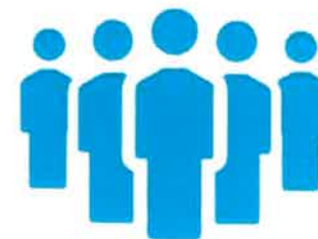
## WHY CHOOSE UTILITY SERVICE PARTNERS?



EXPERIENCE



REPUTATION



PARTNERSHIP



**BBB Torch Award for  
Marketplace Ethics**

Trust • Performance • Integrity

**2013 Winner**  
Western Pennsylvania Better Business Bureau®



This award underscores one of the primary reasons the National League of Cities selected USP as a partner and extended our agreement for another five years. The organization's exemplary record of customer service and transparency is what has driven the success of this partnership over the years.

— Clarence Anthony, Executive Director  
National League of Cities

## **PROGRAM BENEFITS**

- Only Service Line Program Endorsed by the National League of Cities
- Helps address the public policy issue of aging infrastructure
- No cost for the City to participate
- Ongoing Revenue Stream for the City
- Educates homeowners about their lateral line responsibilities
- Free Public Awareness Campaign
- Peace of Mind - with one toll-free call a reputable plumber is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service

## OUR SERVICE AND WHAT IT COVERS



SEWER/SEPTIC LATERAL  
COVERAGE



WATER/WELL LINE  
COVERAGE

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior

### Coverage includes:

- Educating homeowners about their service line responsibilities
- Up to \$8,500 coverage per repair incident
- Includes coverage for thawing of frozen external water lines
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods



## OUR SERVICE AND WHAT IT COVERS



### INTERIOR PLUMBING AND DRAINAGE

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry

### **Coverage includes:**

- Up to \$3,000 coverage per repair incident.
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

## MARKETING APPROACH

- No Public Funds are used in marketing, distribution, or administration of the program.
  - Only market by direct mail, no telemarketing
  - Would never mail without your review and approval of marketing material before each and every campaign
  - Limited mailing campaigns per year
  - Consumer friendly marketing
  - Always voluntary for the homeowner
- 
- Consumers can enroll one of three ways:
    - Calling into our toll free number that is provided on the mailing;
    - Returning the bottom of the letter to us in the self addressed stamped envelope provided
    - Visiting our consumer website [www.slwofa.com](http://www.slwofa.com) at any time

## OVER 500 MUNICIPAL PARTNERS IN 38 STATES

Alabama  
Arkansas  
Arizona  
California  
Colorado  
Connecticut  
Florida  
Georgia  
Iowa  
Illinois  
Indiana  
Kansas  
Kentucky

Louisiana  
Maryland  
Maine  
Michigan  
Minnesota  
Missouri  
North Carolina  
Nebraska  
New Jersey  
New Mexico  
New York  
Nevada  
Ohio

Oklahoma  
Oregon  
Pennsylvania  
South Carolina  
South Dakota  
Texas  
Utah  
Virginia  
Washington  
West Virginia  
Wisconsin  
Wyoming



## OUR PARTNERSHIPS IN ILLINOIS

*Village of Diamond*

*Village of Minooka*

*City of East St. Louis*

*Village of Dupo*

*Township of Leyden*

*Village of Elmwood Park*

*City of Berwyn*

*Village of Niles*

*City of Quincy*

*Village of Rockton*

*City of Olney*

*Village of Hazel Crest*

*Village of Park Forest*

*Village of Hampshire*

*Village of Rickton Park*

*City of Rochelle*

*City of Greenville*

*Village of Franklin Park*

*City of North Chicago*

*Village of Maywood*

*Village of Godfrey*

*Village of South Chicago heights*

*City of Sesser*

*City of Cohokia*

*Village of Hanover Park*

*Village of Carbon Cliffe*

*City of Rock Falls*

*Village of Westchester*

*Village of Sauk Village*

*City of Knoxville*



- Over 13,000 Illinois residents currently enrolled in the program
- Over \$1.1 million paid in repair costs over the last three years

## MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between the City of Washington, Illinois ("City"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("Company"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

### RECITALS:

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("Residential Property Owner"); and

**WHEREAS**, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "Product" and collectively, the "Products"); and

**WHEREAS**, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** City hereby grants to Company a non-exclusive license ("License") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of Company during the Term and any Renewal Term of this Agreement.
3. **Term.** The term of this Agreement ("Term") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach

is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Indemnification.** Company hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "Indemnatee") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnatee may suffer or which may be sought against or are recovered or obtainable from an Indemnatee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnatee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnatee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

5. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

**To:** City:  
ATTN: Jim Culotta  
City of Washington  
301 Walnut St  
Washington, IL 61571  
Phone: (309) 444-1123

**To:** Company:  
ATTN: Chief Sales Officer  
Utility Service Partners Private Label, Inc.  
11 Grandview Circle, Suite 100  
Canonsburg, PA 15317  
Phone: (866) 974-4801

6. **Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

7. **Assignment.** This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of the City, such consent not to be unreasonably withheld.

8. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

9. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Illinois. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

10. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first written above.

**CITY OF WASHINGTON**

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**Name:**

**Title:**

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

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**Name:** Michael Backus

**Title:** Chief Sales Officer



**Exhibit A**  
**NLC Service Line Warranty Program**  
**City of Washington**  
**Term Sheet**  
**July 26, 2018**

**I. Initial Term. Three years**

**II. License Conditions.**

- a. City logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City official

**III. Products.**

- a. External water service line warranty (initially, \$5.25 per month)
- b. External sewer/septic line warranty (initially, \$7.25 per month)
- c. Interior plumbing and drainage warranty (initially, \$9.49 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

**IV. Scope of Coverage.**

- a. External water service line warranty:
  - Homeowner responsibility: From the meter and/or curb box to the external wall of the home.
  - Covers thawing of frozen external water lines.
  - Covers well service lines if applicable.
- b. External sewer/septic line warranty:
  - Homeowner responsibility: From the exit point of the home to the main.
  - Covers septic lines if applicable
- c. Interior plumbing and drainage warranty:
  - Water supply pipes and drainage pipes within the interior of the home.

**V. Marketing Campaigns.** Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage warranty Product via in-bound channels only.

## 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 1232 Premier Drive, Chattanooga, TN 37421 or by calling toll-free 1-866-922-9006. 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 arrange and pay for the repair or replacement due to normal wear and tear of a leaking, 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 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. **Thawing of frozen pipes;**
7. **Any shared Exterior Water Service Line that provides service to multiple properties or secondary buildings, whether known or unknown;**
8. **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 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:** Any information You provide SLWA will be accessed, collected, used, transmitted, disclosed, stored, maintained and otherwise handled to administer Your Service Agreement by SLWA 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 SLWA's behalf. SLWA 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 and related to this Service Agreement. For further details on how SLWA uses Your information, please see their Privacy Policy at [www.homeserveusa.com/Customer\\_Data\\_Privacy\\_Policy.html](http://www.homeserveusa.com/Customer_Data_Privacy_Policy.html). Should You have any questions or concerns about SLWA's Privacy Policy or how they are using Your information or to update Your privacy preferences, please contact SLWA.

**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., 11th 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, NAW, SLWA 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, SLWA, 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, SLWA, or HomeServe, but also claims against the officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns of NAW, SLWA 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. 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, 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, SLWA 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, SLWA AND HOMESERVE AGREE THAT THERE WILL NOT BE A JURY TRIAL.** You, NAW, SLWA 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, SLWA 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, SLWA or HomeServe.

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

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



## Exterior Sewer/Septic 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 1232 Premier Drive, Chattanooga, TN 37421 or by calling toll-free 1-866-922-9006. 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 arrange and pay for the repair or replacement due to normal wear and tear of a leaking or permanently blocked Exterior Sewer/Septic 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.

An Exterior Sewer Line is the line that takes waste water from the exit point within Your Residence to Your utility's responsibility. An Exterior Septic Line is the line that takes waste water from the exit point within Your Residence to the point of connection to Your septic tank on Your Property. If Your Exterior Sewer/Septic Line is embedded in concrete, reasonable efforts will be made to avoid cutting through the concrete. This may mean relocating Your Sewer or Septic Line as a means of repairing or replacing Your Exterior Sewer/Septic Line. Any part of Your Exterior Sewer/Septic Line beyond these linear limits will not be covered.

**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 ("Restoration"). 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 Sewer/Septic 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 – 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 SLWA 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 Property is located;
3. Any correction, upgrade, or move of Your existing Exterior Sewer/Septic Line, not directly related to the necessary repair, in order to meet any code, law, regulation, or ordinance;
4. Repairs to any section of Your Exterior Sewer/Septic Line that You share with any third party or is covered by a homeowners', condominium or like association;
5. Repairing or replacing septic tanks, leach fields, grinder pumps, lift stations, or any non-conforming drain line, such as a basement or storm drain, connected to Your Exterior Sewer/Septic Line.
6. Any materials that have been deemed by law to be defective;
7. Any shared Exterior Sewer/Septic Line that provides service to multiple properties or secondary buildings, whether known or unknown;
8. Repairs to any line that branches off Your main Sewer/Septic Line;
9. Repair or replacement of any part of Your Exterior Sewer/Septic 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") is eligible. Residences include single family homes (inclusive of manufactured housing) and townhomes. 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 Sewer/Septic Line prior to the Start Date of Your first Term, then You are 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 Sewer/Septic 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 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:** Any information You provide SLWA will be accessed, collected, used, transmitted, disclosed, stored, maintained and otherwise handled to administer Your Service Agreement by SLWA 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 SLWA's behalf. SLWA 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 and related to this Service Agreement. For further details on how SLWA uses Your information, please see their Privacy Policy at [www.homeserveusa.com/Customer\\_Data\\_Privacy\\_Policy.html](http://www.homeserveusa.com/Customer_Data_Privacy_Policy.html). Should You have any questions or concerns about SLWA's Privacy Policy or how they are using Your information or to update Your privacy preferences, please contact SLWA.

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

**Our Liability:** To the fullest extent permitted by applicable law, (1) You agree that We, SLWA, and HomeServe, and all of their respective parents, successors, affiliates, approved technicians and our and their officers, directors, employees, affiliates, agents, and contractors or similar parties acting on behalf of Us, SLWA, 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, SLWA, or HomeServe or on behalf of Us, SLWA, 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, SLWA, or HomeServe or on behalf of Us, SLWA, or HomeServe or services provided under this Service Agreement, regardless of whether such damages were foreseeable and whether or not We, SLWA, or HomeServe or anyone acting on behalf of Us, SLWA, 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, SLWA, 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, SLWA, 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, SLWA, or HomeServe, but also claims against the officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns of NAW, SLWA, 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. 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, 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, SLWA 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, SLWA AND HOMESERVE AGREE THAT THERE WILL NOT BE A JURY TRIAL.** You, NAW, SLWA 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, SLWA 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, SLWA or HomeServe.

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

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



PRSRT STD  
U.S. POSTAGE  
PAID  
MAILED FROM  
ZIP CODE XXXXX  
PERMIT NO. XXX





## CITY LOGO

### **An important message from <<the City of City>>**

It's important to protect your finances from the unexpected expense and inconvenience of emergency repairs.

That's why <<the City of City>> has selected Service Line Warranties of America (SLWA)—a premier provider of home emergency repair programs to homeowners nationwide—to offer <<Product\_Name>> to <<city>> homeowners.

Many homeowners are not aware that they are responsible for certain systems; for example, many Americans don't know that they are responsible to pay for repairs to water service and sewer/septic lines on private property. Many homeowners are not prepared to handle the high costs of unexpected water service or sewer/septic line breakdowns. Plans from SLWA give homeowners financial relief from the cost of covered repairs due to breakdowns of major systems inside and outside their homes. An optional plan from SLWA can help protect <<City>> homeowners from potentially expensive repair costs.

The enclosed information is provided to help you understand how a plan from SLWA—an independent company—can help protect you and your finances, and decide whether it's right for you.

Call SLWA toll-free at 1-844-257-8795 for more information, to sign up for coverage, or to opt out of any future SLWA mailings. Please visit [www.slwofa.com](http://www.slwofa.com) for frequently asked questions and links to additional information.

<<The City of City>>

Important Information for <<City Name>> Homeowners



<<MR. SAMPLE A SAMPLE>>  
<<MAIL\_ADDRESS1>>  
<<MAIL\_ADDRESS2>>  
<<MAIL\_CITY, ST ZIP>>



Please reply by:  
<<Month X, XXXX>>

Dear <<Mr. Sample>>,

This letter contains important information about your responsibilities as a homeowner in the event of an emergency with your water service or sewer/septic line.

The exterior water service and sewer/septic lines, which run from your utility's point of maintenance to your home, are your responsibility. If you were unfortunate enough to suffer a leak, break or clog in these lines, it would be up to you to find a plumber and get the lines repaired.

<<The City of City>> has partnered with Service Line Warranties of America (SLWA) to help eligible homeowners be prepared and have the best possible service in the case of such an emergency. So you're invited to enroll in <<Product\_Name>> and <<Product\_Name>> from SLWA. Accept this *optional* coverage and you'll receive as many service calls as you need up to \$X,XXX per call for covered water service or well line repairs, and as many service calls as you need up to \$X,XXX per call for covered sewer/septic line repairs (30-day wait with a money-back guarantee for both) and no deductible. You will also have access to a 24/7, 365-day-a-year emergency repair service hotline. Once you have made your service call, SLWA will take care of your covered repair, dispatching a qualified plumber to your home and paying the bill directly. Peace of mind starting for as little as \$X.XX per month. Your emergency is dealt with and your water service or sewer/septic line is back to normal.

In the event of an emergency, these plans can save you a significant amount of money—a service line replacement may cost you thousands of dollars. They can also save you the time of finding a plumber, which can be difficult in the best of times, let alone in an emergency. Having these plans also helps eliminate worry, as you can be sure of a professional job completed by local, licensed and insured plumbers. These are the only service line protection programs for homeowners fully supported by <<City Name>>.

Please take the time to read the information on the back of this letter. If you would like to sign up for a plan, simply complete and return the enclosed form or call toll-free 1-XXX-XXX-XXXX. We certainly hope that you never have an exterior water service or sewer/septic line emergency, but if you should ever have a problem, you'll be glad you're covered. These programs are managed by SLWA, and no public funds were used for the mailing of this letter.

For fastest processing, please visit [www.slwofa.com](http://www.slwofa.com).

Sincerely,

<<The City of City>>

<<Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), with corporate offices located at 11 Grandview Circle, Suite 100, Canonsburg, PA 15317, is an *independent company separate from <<the City of City>>* and offers this optional service plan as an authorized representative of the service contract provider, North American Warranty, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Your choice of whether to participate in this service plan will not affect the price, availability or terms of service you have with your local utility or municipality.>>

# What would you do in an exterior line emergency?

The illustration shows where things may go wrong with your exterior lines and how much a licensed and insured plumber would typically charge customers who don't have coverage. How would you cope if it happened to you? With coverage, it's not something to worry about; you'll have no bill to pay for covered repairs up to the benefit amount.

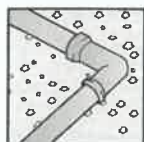


Replace water service line (26–100 ft.)

**\$2,585**

**Plan Members:**

**No Charge†**



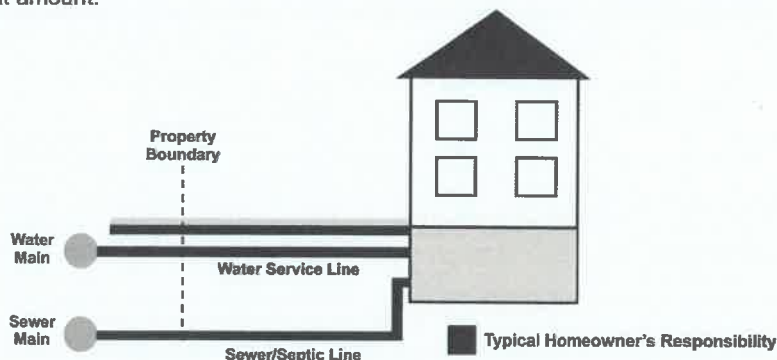
Replace sewer/septic line (26–75 ft.)

**\$3,389**

**Plan Members:**

**No Charge†**

†National average repair costs within the SLWA network as of March 2018. No charge for covered repairs up to the benefit amount.



The water and sewer/septic lines beyond the property boundary may be an additional responsibility of the homeowner and are included in this coverage. Septic tanks, leaching fields, pumps or grinders are not covered.

## Take A Look At The Benefits You'll Receive

- 1. Covered Repairs** – Guaranteed for one full year.
- 2. 24-Hour Emergency Repair Service Hotline** – Open 24 hours a day, 365 days a year.
- 3. Our Promise to You** – If you are ever dissatisfied with your coverage, simply call SLWA toll-free at 1-844-257-8795, and it will be discontinued at your request.

## Exterior Water Service Line Coverage



## Exterior Sewer/Septic Line Coverage



Visit [www.slwofa.com](http://www.slwofa.com) to protect your exterior lines

Or call toll-free 1-844-257-8795 | Available: MON-FRI 8AM-8PM | SAT 10AM-4PM EST

## Important Questions & Answers

### What am I responsible for?

As a homeowner, you are responsible for your exterior water service line and exterior sewer/septic line. If the service lines beyond the property boundary to the main connections are also the responsibility of the homeowner, then they will be covered up to the benefit amount.

### Does my homeowners insurance cover this?

Most basic homeowners insurance policies do not cover repair or replacement due to normal wear and tear of these lines.

### Does this coverage include well lines?

Yes, coverage provides for repair or replacement of either water service or well lines, as explained in the "What should I know about this coverage" section.

### Who is eligible for coverage?

An owner of both a residential home permanently secured to the ground and the land it is located on may be eligible for coverage. Recreational vehicles or homes on wheels and properties used for commercial purposes are not eligible for coverage. In GA, residential properties containing more than two dwelling units are not eligible. In IA, residential properties containing more than four dwelling units are not eligible. Your property is not eligible if you are aware of any pre-existing conditions, defects or deficiencies with your exterior water service or sewer/septic lines. If you live in a development community with a condominium, co-op or homeowners association, your exterior water service line or exterior sewer/septic line may not be an individual homeowner's responsibility, so please check with your association before accepting this coverage. If you live in a multi-family structure and do not own the entire structure, it will be your responsibility to provide Service Line Warranties of America (SLWA) with a signed release from all other homeowners for any work which may affect their portion of the structure.

### What should I know about this coverage?

Coverage is for the following exterior lines, for which you have sole responsibility, that are damaged due to normal wear and tear, not accident or negligence. **Exterior Water Service Line Coverage:** Coverage provides, up to the benefit amount, for the covered cost to repair or replace a leaking, frozen, low pressure, or permanently blocked exterior water service line from your utility's responsibility or external wall of your well casing to the external wall of your home. **Exterior Sewer/Septic Line Coverage:** Coverage provides, up to the benefit amount, for the covered cost to repair or replace a leaking or permanently blocked sewer line that takes wastewater away from the exit point within your home up to your utility's responsibility, or septic line that takes wastewater away from the exit point within your home up to the point of connection to the septic tank on your property.

**Not covered:** Damage from accidents, negligence or otherwise caused by you, others or unusual circumstances and the product-specific exclusions below. **Exterior Water Service Line Not Covered:** Repair to any water line that branches off the main water service

line, and any shared water line that provides service to multiple properties or secondary buildings. Additional exclusions apply. **Exterior Sewer/Septic Line Not Covered:** Septic tanks; leach fields; grinder pumps; lift stations, or any non-conforming drain line, such as a basement or storm drain; repairs to any line that branches off the main line; and lines that provide service to multiple properties or secondary buildings. Additional exclusions apply. You agree to resolve disputes related to this plan by arbitration or in small claims court, without resort to class action or jury trial. To see full Terms and Conditions with complete coverage and exclusion details prior to enrolling call 1-844-257-8795 or go to [www.slwatrms.com](http://www.slwatrms.com).

### When can I make a service call?

Your plan(s) start the day your form is processed, and there is an initial 30-day waiting period before you can make a service call, giving you 11 months of coverage during the first year. Upon renewal/reactivation (if applicable), you will not be subject to a waiting period.

### What is the cancellation policy?

You may cancel either plan within 30 days of your start date for a full refund of the cancelled plan(s) (less any claims paid, where applicable). Cancellations after the first 30 days will be effective at the end of the then-current billing month, and you will be entitled to a prorata refund of the cancelled plan(s) less any claims paid (where applicable). You may also contact SLWA to cancel if you find your utility or municipality provides similar coverage to you at no charge, and you will receive a refund less any claims paid (where applicable).

### What is the term of my service agreement?

The plan is annual. For E-Z Pay/Direct Pay, credit card or debit card customers, unless you cancel, your plan automatically renews annually at the then-current renewal price with your same payment terms.

### What is E-Z Pay/Direct Pay?

E-Z Pay/Direct Pay is a paperless and stress-free way to pay for your coverage. Payments are automatically debited from the bank/checking account of your choice as your payment becomes due, at no additional cost.

### What quality of repair can I expect?

Local, licensed and insured plumbers perform covered repairs, which are guaranteed against defects in materials and workmanship for one year.

### Who is SLWA?

SLWA is an independent company, separate from your city, local utility or municipality, providing emergency home repair services and protection solutions to homeowners across the U.S. If you would prefer not to receive solicitations from SLWA, please call 1-844-257-8795.



# Acceptance Form

Please confirm your name and address below and make any changes if necessary.

<<Sample A. Sample\_xxxxx>>  
<<Serv\_Address1\_xxxxxxx>>  
<<Serv\_Address2\_xxxxxxx>>  
<<Serv\_City\_xx, ST Zip>>



By providing my e-mail address, I request that I be notified when my current and future service agreements and any related documents are available at, and I acknowledge that I can access these documents. I can change my preferences or request paper copies online or by calling SLWA.

E-mail Address \_\_\_\_\_

Phone #

## Choose Your Protection Plan(s)

For fastest processing, please visit [www.slwofa.com](http://www.slwofa.com).

### BEST VALUE

<<Product Name>> and <<Product Name>> <<Mailcode-xxxx>> <<Mailcode-xxxx>>	FIRST-YEAR SAVINGS OF XX% OFF when you select both plans	
	<input type="checkbox"/> <del>\$XX.XX</del> \$XX.XX	<input type="checkbox"/> <del>\$XXX.XX</del> \$XXX.XX
	MONTHLY	YEARLY
<<Product Name>> <<Mailcode-xxxx>>	<input type="checkbox"/> \$X.XX	<input type="checkbox"/> \$XX.XX
<<Product Name>> <<Mailcode-xxxx>>	<input type="checkbox"/> \$X.XX	<input type="checkbox"/> \$XXX.XX

**Yes,** please sign me up for the protection plan(s) from SLWC I have selected above. By signing below, I agree to the terms on the reverse side of the letter, of the letter, understand there are limitations and exclusions, and meet the eligibility requirements for this coverage. SLWC will invoice me based on my selection above and I will select a payment method on the invoice. I understand this optional coverage is based on an annual contract and will *automatically renew annually* on the same payment terms I selected at the then-current renewal price. I can always cancel at any time.

Signature (required) \_\_\_\_\_