

## TotalHome Warranty 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**

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 1-800-543-4663. 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.

### Appliances Plan

We will arrange and pay for the repair and replacement of the below listed residential appliances ("Appliance(s)"), for which You have sole responsibility, that are inside Your Residence, and that fail to perform their fundamental operation(s) in normal service due to normal wear and tear. This Service Agreement covers one (1) of each Appliance. **Any repair or replacement of Your Appliance(s) or any component of Your Appliance(s) that is not specifically listed as covered, will not be covered.** If Your Residence or Multifamily Residence has more than one (1) of an Appliance, We will cover the first Appliance of that type for which You make a Service Call. You must contact HomeServe to arrange for service in order for repairs to be covered. See "How to Call for Repairs" below. See "General Exclusions" for additional exclusions.

### Clothes Dryer

**COVERED:** All components and parts of Your clothes dryer, except those noted as not covered.

**NOT COVERED:** Venting • lint screens • knobs and dials • clothing or other items damaged in using the clothes dryer.

### Clothes Washer

**COVERED:** All components and parts of Your clothes washer, except those noted as not covered.

**NOT COVERED:** Mini portable washing machines • soap dispensers • filter screens • knobs and dials • clothing or other items damaged in using the clothes washer.

### Dishwasher

**COVERED:** All components and parts of Your built-in or portable dishwasher, except those noted as not covered.

**NOT COVERED:** Racks • basket(s) • rollers.

### Garage Door Opener

**COVERED:** All components and parts of Your garage door opener, except those noted as not covered.

**NOT COVERED:** Garage doors • counterbalance mechanisms (including cables and springs) • tracks • rollers • remote sending units.

### Microwave Oven

**COVERED:** All components and parts of Your built-in microwave oven, except those noted as not covered.

**NOT COVERED:** Interior linings • door glass • light bulbs • clocks • shelves • portable or countertop units • meat probe assemblies • rotisseries.

### Range/Oven/Cooktop

**COVERED:** All components and parts of Your gas or electric, built-in, portable or freestanding range/oven/cooktop, except those noted as not covered.

**NOT COVERED:** Clocks or light bulbs (unless they affect the function of the oven) • meat probe assemblies • rotisseries • racks • handles • knobs and dials.

**Note:** Sensi-heat burners will be replaced with standard burners.

### Refrigerator

**COVERED:** All components and parts of Your refrigerator in Your kitchen (including integral freezer or ice maker), except those noted as not covered.

**NOT COVERED:** Racks • shelves • beverage dispensers and their respective equipment • interior thermal shells • freezers that are not an integral part of the refrigerator • food or other content spoilage • light bulbs.

#### **Trash Compactor**

**COVERED:** All components and parts of Your built-in or portable trash compactor, except those noted as not covered.

**NOT COVERED:** Lock and key assemblies • removable buckets.

**If a failed Appliance cannot be repaired or is deemed beyond repair by Us, We will provide a like-for-like replacement of the Appliance up to Your benefit limit. We will not pay for an upgrade in capacity or functionality. We reserve the right to issue a check for the replacement value of the failed Appliance up to Your benefit limit if We cannot offer a like-for-like replacement within a reasonable time period. If it is determined by Us that You do not have sufficient space to install such Appliance according to manufacturer specifications, code, law, regulation, or ordinance, You may choose to receive a full refund less any claims paid by Us.**

**Restoration:** Restoration to any floor or wall inside Your Residence disturbed by the repair is limited to leaving You with a floor that it is sufficiently safe to walk on and a wall without holes. We will not be responsible for reinstating floor coverings, fixtures, fittings, walls or wall coverings to their original state.

**Benefit Limit:** The maximum benefit limit is listed on Your Declaration Page. Any repair or replacement charges beyond Your benefit limit are Your responsibility.

#### **Systems Plan**

We will arrange and pay for the repair and replacement due to normal wear and tear of the below listed failing systems ("System(s)") or their components or parts for which You have sole responsibility, that support Your Residence. This Service Agreement covers one (1) of each System. **Any repair or replacement of Your System(s) or any component of Your System(s) that is not specifically listed as covered, will not be covered.** You must contact HomeServe to arrange for service in order for repairs to be covered. See "How to Call for Repairs" below. See "General Exclusions" for additional exclusions.

#### **Attic and Ceiling Fans**

**COVERED:** The following components and parts of Your attic and ceiling fans: Motors • switches • controls • bearings • blades • remote control units.

**NOT COVERED:** All components and parts not specifically listed as covered, such as: belts • shutters • filters.

#### **Central Vacuum System**

**COVERED:** All components and parts of Your central vacuum system, except those noted as not covered.

**NOT COVERED:** Ductwork • any accessories.

#### **Cooling System**

**COVERED:** All components and parts, except those noted as not covered, of one (1) cooling system inside Your Residence that does not exceed a five (5) ton capacity and is one of the following: ducted electric central air conditioning • ducted electric wall-mounted air conditioning • heat pumps (including gas packs) • water evaporative coolers.

Note: If during the covered repair, We determine non-compatibility of specific components due to a requirement change in the SEER rating of a covered ducted cooling system, We will upgrade the following components to be compatible with the new ducted cooling system: plenums • indoor electrical connections • condensers • evaporator coils and drain pans • refrigerant lines • duct connections • secondary drain pans and lines • air handling transitions • air handling units.

**NOT COVERED:** Natural gas air conditioning systems • condenser casings • registers • grilles • filters • evaporated cooling pads • electronic air cleaners • window units • non-ducted wall units • water towers • roof jacks or stands • flues and vents • air conditioning units that are insufficiently powered for Your Residence • chillers • humidifiers • dehumidifiers • programmable and wifi thermostats • outside piping (exposed, underground or submerged) and components for geothermal and/or water source heat pumps.

#### **Doorbell System**

**COVERED:** All components and parts of Your doorbell system, except those noted as not covered.

**NOT COVERED:** Any audio/video surveillance systems, intercom systems, or computers/monitors working in conjunction with the doorbell system.

**Ductwork**

**COVERED:** All components and parts of unobstructed and/or fully accessible ductwork inside Your Residence, except those noted as not covered.

**NOT COVERED:** Registers • grilles • dampers • insulation • asbestos-insulated ductwork.

**Electrical System**

**COVERED:** The following components and parts of Your electrical system: high voltage wiring or relays inside Your Residence • fuse box inside or outside Your Residence • circuit breaker panel inside or outside Your Residence • switches and outlets inside Your Residence.

**NOT COVERED:** All components and parts not specifically listed as covered, such as: meter boxes • fixtures • alarms • intercoms • direct current (DC) wiring or components • power failures or surges • telephone wiring • any wiring or electrical items outside Your Residence • any loss due to water seepage along service cables • conditions of inadequate wiring capacity or overload • low voltage wiring or relays • control panels • obstructed access to covered equipment.

**Garbage Disposal**

**COVERED:** All components and parts of Your garbage disposal.

**Heating System**

**COVERED:** All components and parts (including heat exchangers and/or combustion chambers), except those noted as not covered, of one (1) heating system inside Your Residence and is one of the following: forced air system • steam or circulating hot water central heating system.

**NOT COVERED:** Baseboard casings • portable units • solar heating systems • fireplaces and key valves • fireplace inserts • chimneys • filters • registers • humidifiers • dehumidifiers • grilles • clocks • timers • heat lamps • fuel storage tanks • flues and vents • programmable and wifi thermostats • GFX or heat recovery systems • radiant floor tubing.

**Interior Plumbing System**

**COVERED:** The following inside Your Residence: leaks and breaks of water, drain, gas, waste or vent lines • toilet tanks, bowls and mechanisms (Note: replacements will be builder grade) • toilet wax ring seals • shower, tub, and diverter valves • angle stops • risers and gate valves • affixed sump pumps • built-in bathtub whirlpool motor and pump assemblies • instant hot water dispensers • clearing of stoppages in drain, vent, and waste lines up to 125 feet from the point where access to the lines is found.

**NOT COVERED:** Leaks, breaks, collapses or damages to water, drain, gas, waste or vent lines caused by freezing • faucets and fixtures • bathtubs, shower enclosures and base pans • sinks • toilet lids and seats • caulking or grouting • septic tanks • water softeners • pressure regulators • inadequate or excessive water pressure • sewage ejector pumps • holding or storage tanks • saunas or steam rooms • leach beds • fire sprinkler systems • lawn sprinkler systems • battery back-up sump pumps • frost-free lines • plumbing, piping, fixtures or any other item listed as covered that is outside Your Residence • stoppages caused by collapsed, damaged, or broken drains, vents or sewer lines outside Your Residence • stoppages due to roots or foreign objects • and all other components and parts not specifically listed as covered.

**Water Heater**

**COVERED:** All components and parts of Your electric, natural gas or propane water heater, except those noted as not covered.

**NOT COVERED:** Solar or solar assisted water heaters • solar components • holding or storage tanks • noise • fuel storage tanks and energy conservation units • flues and vents • oil fired water heaters • failures caused by sediment or mineral build-up • earthquake straps • mounting stands • pool and/or spa water heaters.

**If a failed System cannot be repaired or is deemed beyond repair by Us, We will provide a like-for-like replacement of the System or its components or parts up to Your benefit limit. We will not pay for an upgrade in capacity or functionality. We reserve the right to issue a check for the replacement value of the failed System up to Your benefit limit if We cannot offer a like-for-like replacement within a reasonable time period. If it is determined by Us that You do not have sufficient space to install such System according to manufacturer specifications, code, law, regulation, or ordinance, You may choose to receive a full refund less any claims paid by Us.**

**Restoration:** Restoration to any floor or wall inside Your Residence disturbed by the repair is limited to leaving You with a floor that it is sufficiently safe to walk on and a wall without holes. We will not be responsible for reinstating floor coverings, fixtures, fittings, walls or wall coverings to their original state.

**Benefit Limit:** The maximum benefit limit is listed on Your Declaration Page. Any repair or replacement charges beyond Your benefit limit are Your responsibility.

### **Combo Plan**

The Combo Plan includes coverage of all items listed as covered under both the Appliances Plan and the Systems Plan.

### **General Exclusions:**

In addition, 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. **Appliances and/or Systems or their components that are not installed, maintained or used according to manufacturer specifications, code, law, regulation, ordinance, efficiency requirements, or utility directives;**
3. **Repair or replacement if the failure is caused by: (a) adding loads that are greater quantities or capacities than the Appliance and/or System was designed for, or gradual reduction in performance due to wear and tear where no failure has occurred; (b) explosion, chemical, sedimentary or mineral build up, mold, mud, soil movement, storm, pet damage, pest damage, vandalism, or accident; (c) rust or corrosion and/or collapsed ductwork that occurs within sixty (60) days of the Start Date; or (d) missing parts, structural changes or electrical failures;**
4. **Failure of (a) Appliances and/or Systems otherwise covered by a manufacturer's warranty, service contract, or insurance policy or (b) Appliances and/or Systems involved in a manufacturer's recall, defect or class action law suit;**
5. **Excluded Damages (see "Our Liability" below) which include, for example, damages necessary to reasonably access the repair area or damage to other items as a result of a failed Appliance and/or System. Your rights and remedies may vary depending on the state where Your Residence is located;**
6. **Any correction or upgrade of Your existing Appliances and/or Systems, not directly related to the necessary repair, in order to meet any code, law, regulation, ordinance, efficiency requirements, or utility directives;**
7. **Electronic, computerized or energy management systems or devices, included in Appliances and/or Systems, such as programmable thermostats, low-voltage wiring and relays, lighting, and/or appliance management systems;**
8. **Appliances and/or Systems that are intended to be inside Your Residence, but are outside Your Residence and exposed to the outside conditions;**
9. **Instances where environmental contamination is evident or where contamination could be caused and any costs associated with treatment, removal, recovery, disposal, transportation or storage of any known or suspected toxic or hazardous substance/material, for example refrigerant recovery or disposal;**
10. **Any additional expenses incurred in repairing, replacing or removing Appliances and/or Systems that are affixed within Your Residence; or any cost associated with making space suitable for installation when a replacement Appliance and/or System does not fit in the existing space within Your Residence;**
11. **Repairs to Your Appliances or any section of Your Systems that You share with any third party or is covered by a homeowners', condominium or like association;**
12. **Any costs related to removing or disposing of Appliances and/or Systems;**
13. **Repair or replacement of any part of Your Appliances and/or Systems that is not specifically listed as covered.**

**Eligibility:** A single structure or a single Unit within a structure, owned by You, used and zoned only for residential occupancy that is not intended to be moved ("Residence") is eligible. Residences include single family homes (inclusive of manufactured housing), townhomes, and apartments that are 5,000 square feet or under. A single structure that is owned by You and used and zoned only for residential occupancy that includes multiple Units ("Multifamily Residence") is also eligible. If You own a Multifamily Residence or multiple Units, You must provide the specific Unit mailing address for each Service Agreement You purchase. Any recreational vehicle, property used for commercial purposes or Residences that are over 5,000 square feet are not eligible. If You are aware of any pre-existing conditions, defects or deficiencies with Your Appliances and/or Systems prior to the Start Date of Your first Term, then You are not eligible for this coverage. If all of Your Appliances and/or Systems are shared with any third party, covered by a homeowners', condominium or like

association, or are not installed according to manufacturer specifications, then You are not eligible for this coverage. If any of Your Appliances and/or Systems are shared with any third party, covered by a homeowners', condominium or like association, or are not installed according to manufacturer specifications, then those Appliances and/or Systems are not eligible for coverage. However, the Appliances and/or Systems that You meet the eligibility requirements for, are still eligible for 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 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. For Appliances, You must provide the make, model and serial number of the failed Appliance(s). 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.

There is a fee per Service Call to be paid to HomeServe and collected prior to sending a technician to Your Residence. This Service Call fee amount is listed on Your Declaration Page. In the event that the failure with Your Appliance and/or System is not covered by this Service Agreement or We determine that there is no failure with Your Appliance and/or System, You will be responsible for paying the Service Call fee. If You fail to pay this Service Call fee or any other amounts due from You, You will not be able to make any additional Service Calls until such amounts are paid in full. We reserve the right to obtain a second opinion or have an inspection performed by a technician of Our choosing on any repair or replacement. In some instances, You may be required to pay for the repair or replacement of Your Appliance and/or System, in which case, We will reimburse You, less applicable Service Call fee(s), when We receive Your paid invoice(s). Unauthorized charges will not be reimbursed.

**Covered repairs:** Whether Your Appliance(s) or System(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 one (1) year. Under the guarantee We will arrange at Our expense and discretion for repair or replacement. Parts other than original manufacturer parts may be used for repairs. Like-for-like parts will be used. 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 at the end of the then current billing month. If applicable, You will be entitled to a pro-rata refund less any claims paid by Us.

If Your local utility company or municipality provides similar coverage to You at no charge, You can contact HomeServe to cancel and You will receive a refund of the payments You have made less any claims paid by Us. You may be required to provide evidence of the similar coverage. If We find that You have such coverage or are otherwise ineligible for the coverage provided by this Service Agreement, We may cancel on no less than fifteen (15) days' written notice to You and will refund the payments You have made less any claims paid by Us.

We may cancel for any reason on sixty (60) days' written notice to You. We can also cancel, on no less than fifteen (15) days' written notice to You for: (a) non-payment of the Price; or (b) Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it. If We cancel under (b) above, You will be entitled to a pro-rata refund less any claims paid by Us.

Written notices from Us under this section will tell You exactly when Your Service Agreement will be cancelled and why it has been cancelled. The notice periods referred to in this section begin when We send the notice to You.

**Key Terms:**

**"Declaration Page"** – The enclosed document that forms a part of this Service Agreement, listing important information regarding You, Your Residence and other vital information.

**"Price"** – The amount You agree to pay for this Service Agreement, as listed on Your Declaration Page.

**"Service Agreement"** – The documents that constitute all of Your rights and responsibilities as a Service Agreement holder; which consist of these terms and conditions and Your Declaration Page.

**"Service Call"** – 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.TotalHomeWarranty.com](http://www.TotalHomeWarranty.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 reserve the right to change this Service Agreement (including the price or to charge an additional fee) and to delegate any of Our obligations at Our sole discretion provided We give You thirty (30) days' prior written notice of the changes. The changes will become effective thirty (30) days after We send You the notice. If You do not like the changes, You may cancel this Service Agreement. You may not change this Service Agreement or delegate any of Your obligations. Should certain terms or conditions in this Service Agreement be held to be invalid or unenforceable, the remainder of the terms and conditions in this Service Agreement shall remain valid.

**Transfer:** This Service Agreement is not transferable by You.

**Responsibility for benefits owed to You:** This is not an insurance policy; it is a Service Agreement. HomeServe will serve as Your point-of-contact for all questions or concerns. Our obligations under this Service Agreement are insured under a service contract reimbursement insurance policy. If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, You are entitled to make a claim against the insurer, Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604, 1-800-209-6206.

**Our Liability: To the fullest extent permitted by applicable law, (1) You agree that We and HomeServe, and both of our respective parents, successors, affiliates, approved technicians and our and their officers, directors, employees, affiliates, agents, contractors or similar parties acting on behalf of either Us or HomeServe shall not be liable to You or anyone else for: (a) any actual losses or direct damages that exceed the lowest applicable per repair benefit limit set out above relating to any repairs performed by Us, HomeServe or on behalf of either Us or HomeServe or services provided hereunder giving rise to such loss or damage; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, damages based on anticipated or lost profits, wages, or revenue, or damages based on diminution in value or a multiple of earnings, including those caused by any fault, failure, delay or defect in providing any repairs performed by Us, HomeServe or on behalf of either Us or HomeServe or services provided under this Service Agreement, regardless of whether such damages were foreseeable and whether or not We or HomeServe or anyone acting on behalf of either Us or HomeServe have been advised of the possibility of such damages (the damages listed in clauses (a) and (b), collectively the "Excluded Damages"); and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this Service Agreement. You may have other rights that vary from state to state.**

**Arbitration: YOU, NAW AND HOMESERVE ALL AGREE TO RESOLVE DISPUTES ONLY BY FINAL AND BINDING ARBITRATION OR IN SMALL CLAIMS COURT as follows:**

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

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

- B. For claims of \$10,000 or less, the party bringing the claim can choose to proceed by way of binding arbitration pursuant to the AAA’s rules or, alternatively, can bring an individual action in small claims court.
- C. **YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION.** This means that You may not be a representative or member of any class of claimants or act as a private attorney general in court or in arbitration with respect to any claim. Notwithstanding any other provision of this Service Agreement, the arbitrator shall not have the power to determine that class arbitration is permissible. The arbitrator also shall not have the power to preside over class or collective arbitration, or to award any form of class-wide or collective remedy. Instead, the arbitrator shall have power to award money or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. No class or representative or private attorney general theories of liability or prayers for relief may be maintained in any arbitration held under this Service Agreement.
- D. HomeServe will pay any filing fee, administration, service or case management fee, and arbitrator fee that the AAA charges You for arbitration of the dispute, up to a maximum of \$1,500; provided, however, that the arbitrator may award costs and expenses to any party, if allowed by law. If You provide us with signed written notice that You cannot pay the filing fee, HomeServe will pay the fee directly to the AAA.
- E. If for some reason the prohibition on class arbitrations set forth in Subsection C cannot be enforced, then the agreement to arbitrate will not apply.
- F. **IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU, NAW AND HOMESERVE AGREE THAT THERE WILL NOT BE A JURY TRIAL.** You, NAW and HomeServe unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating in any way to this Service Agreement or from any other agreement between us, or the services or benefits You receive or claim to be owed from NAW or HomeServe, including as to claims asserted against any of the officers, directors, managers, employees, agents, affiliates, insurers, technicians, approved technicians, successors or assigns of NAW or HomeServe.

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

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