

TERMS, LIMITATIONS AND EXCLUSIONS OF THE SERVICE LINE WARRANTIES OF AMERICA ("SLWA") EXTERNAL SEWER LINE

SERVICE, REPAIR OR REPLACEMENT PROGRAM ("SERVICE PROGRAM")

- 1. This Home Service Contract covers the service, repair or replacement of a broken single underground sewer line serving your home that fails (blocked, crushed, or rendered incapable of transporting waste water from your home) due to normal wear and tear, including but not limited to damage caused by tree roots or settling soil. This Home Service Contract runs from the utility's main sewer line to the internal point of entry to your home, including a main sewer line which may be buried or embedded in a concrete slab under your home. Please note that our approved contractors must have safe access to, and safe working conditions at and around the work area. This Home Service Contract is limited to \$6,000 per occurrence, plus an additional \$4,000 for public street cutting, if necessary. This Home Service Contract covers only the home listed on the cover page.
- 2. <u>To initiate a service call under this Service Program, you must call SLWA, toll free at 866-922-9006 (assistance available 24/7) before any work is performed.</u> We answer calls 24 hours a day, 7 days a week. If your case represents an emergency, please state so to our Customer Service Representative.
 - All work must be performed by an authorized SLWA contractor. This Service Program does not cover work performed by a non-SLWA contractor.
 - If you reside in a Duplex or other 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 home owners for any internal 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 866-922-9006.
- 3. This Home Service Contract starts thirty (30) days after the enrollment date noted on the cover page, unless otherwise noted and disclosed, and continues thereafter so long as you make timely payments. This Home Service Contract may be canceled for nonpayment. Your account must be in good, current standing to receive any service, repair or replacement under this program.
- 4. This Home Service Contract DOES NOT COVER:
 - (a) any risk or property covered by a contract of insurance;
 - (b) sewer lines or property for which the manufacturer has publicly acknowledged, or a court has ruled, were inherently defective and for which subrogation or claim against said manufacturer may yet exist. If SLWA services, repairs or replaces any such sewer lines under such circumstance, you agree to assign your claim or subrogation rights to SLWA;
 - (c) any sewer line not connected to a public sewer system, including a septic system, leach field, etc.;
 - (d) any sewer line not owned by you or damage related to the backup of sewers and drains caused by the utility's main sewer line;
 - (e) any sewer line connected to a lift station;
 - (f) any branch line or any storm-water line that is not part of a combined sewer line;
 - (g) updating and/or moving non-leaking lines to meet code, law, or ordinances or to satisfy directives of the sewer utility company or others;
 - (h) damage to a sewer line that is caused directly or indirectly by you, a third party, natural disasters, otherwise coved by insurance policies, or acts of God;
 - (i) any pre-existing damage to the sewer line of which you have knowledge at the time you enroll in the Service Program or consequential damage from the sewer line failure (SLWA retains the right to inspect the sewer line for damage after you enroll and you agree to permit SLWA contractors to come on to your property to conduct such inspections or to service, repair or replace your sewer line under the Service Program);
 - (k) service lines owned by any utility or connected to a commercial facility or a mobile home. <u>If you own a condominium home please call toll free, 866-922-9006 for further enrollment information.</u>



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- 5. Whether a covered sewer line is to be serviced, repaired or replaced is entirely within the discretion of SLWA. If your sewer line is buried or embedded in concrete, every reasonable effort will be made to avoid cutting through a slab, which may require relocating your sewer line as a means of repair or replacement.
- 6. After a sewer line is repaired or replaced, SLWA will test the affected area for leaks and provide basic site restoration service to the affected area limited to filling in holes, mounding (to allow for settling), raking and seeding. If slab cutting is necessary to repair or replace a broken sewer line, the resulting trench will be filled. This Home Service Contract does not provide for replacement of any floor covering or affected area (e.g. concrete, carpet, hard wood, marble, ceramic tile, dry wall, paint, plaster or wallpaper etc.). Restoration does not include replacing trees or shrubs or repairing private paved and/or concrete surfaces or structures in your yard.
- 7. You have thirty (30) days from the date you enroll in the Service Program to cancel and receive a full refund of any payment you have made. You may cancel the Service Program at any time, and you will be reimbursed the pro rata share of any amount you paid for any portion of the Service Program period subject to cancellation, less any costs paid towards a claim filed on your account; provided, however, SLWA may not pay any refund which is less than \$6.00, unless requested by you.
- 8. SLWA may modify the Service Program by giving you thirty (30) days' written notice and may terminate the Service Program for nonpayment within thirty (30) days of the payment due date and with ninety (90) days' written notice for any other reason. If SLWA cancels the program for reasons other than nonpayment, you will be reimbursed the pro rata share of any amount you paid for any portion of the Service Program period subject to cancellation.
- 9. By enrolling, you represent that you are not aware of any existing leaks or current damage to your sewer line.
- 10. The charges for the Service Program will be sent to you on an individual invoice.
- 11. You may not assign or transfer this Home Service Contract or otherwise dispose of your rights and obligations under this Home Service Contract to another person or to another home or property.
- 12. Obligations of SLWA under this Home Service Contract are backed by the full faith and credit of SLWA and are not guaranteed by a service contract reimbursement insurance policy. THIS IS NOT A CONTRACT OF INSURANCE.
- 13. THIS HOME SERVICE CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE.
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Service Line Warranties of America is a private brand name owned and operated by UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

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Web Site: www.utilitylineprotection.com

IMPORTANT: Please retain this document for your records. This is the official copy of your Home Service Contract.