

**EXTERIOR SEWER/SEPTIC LINE TERMS AND CONDITIONS***Please read carefully.***This Service Agreement**

This Service Agreement provides coverage for Your exterior sewer/septic line ("System").

Service Line Warranties of Canada, Inc. ("SLWC"), will administer this Service Agreement. Your Service Agreement ("Service Agreement") consists of these terms and conditions as well as Your Confirmation Page, which lists important information about Your coverage ("Confirmation Page") and is the entire agreement between You and Us.

**SLWC is Your point-of-contact for all questions or concerns.**

**How can You contact SLWC?**

**7134 Lee Highway, Chattanooga, TN 37421 • Please see Your Confirmation Page for SLWC's phone numbers.**

This is not an insurance policy. This Service Agreement is between you, the Service Agreement holder listed on the Confirmation Page ("You" or "Your") and us, Northcoast Solutions of Canada, ULC, ("Us", "We", "Our", "Northcoast"), the entity obligated to provide service. We are responsible for providing Your benefits.

**Eligibility****Who is eligible for this coverage?**Owners of:

- A single structure permanently secured to the ground ("Home") and the land it is located on ("Property") that is used and zoned only for residential occupancy, including:
  - a) Single-family homes
  - b) Townhomes
  - c) Multi-family homes

**Who is not eligible for this coverage?**Owners of:

- Recreational vehicles or homes intended to be moved
- Properties used for commercial purposes
- A System that provides service to more than 2 housing units

Properties that have:

- An entire System shared with a third party or that is covered by a homeowner's, condominium or like association
- A System that has failed a smoke or dye test, camera inspection, or any other proactive System test or inspection prior to the Start Date of Your first Term, and the problems identified by the System test or inspection have not been resolved

**Coverage**

**You must call SLWC for Covered Repairs. For Covered Repairs, there must be an operational failure to Your System. You are responsible for charges beyond Your Benefit Limit.**

Under this Service Agreement, normal wear and tear of Your System, as described below, is characterized by deterioration that occurs naturally over time resulting from standard use.

**What is a Covered Repair?**

Repair or replacement of the following for which You have sole responsibility, that is damaged due to normal wear and tear:

- A blocked or leaking System pipe that takes wastewater from Your Home.

- Non-functioning grinder pumps, whether inside or outside Your Home, and backflow prevention devices that are part of Your System.

**What sections are covered?**

- If connected to a sewer system: Your System pipe from the external foundation wall of Your Home to Your utility's responsibility.
- If connected to a septic system: Your System pipe from the external foundation wall of Your Home to the point of connection to Your septic tank on Your Property.
- Exterior branch drains connected to Your System from the point they exit the external foundation wall of Your Home to the point they re-enter the external foundation wall of Your Home.

**What is the maximum amount We will pay for Covered Repairs?**

- Up to \$8,000 CAD per Service Call ("Benefit Limit").
- Multiple Service Calls. See "What is a Service Call?" below.

**What restoration is included?**

- Restoration to any area disturbed by the Covered Repair is limited to filling, raking, and reseeded of grass, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.
- Debris will be removed from the restoration area.

**Exclusions****What is not covered?****General exclusions:**

1. Damages, losses or expenses, whether from accident, negligence or otherwise, caused by: (a) You or any person or entity other than Us or SLWC or (b) unusual circumstances, meaning war, government regulations, pandemics, riots, hostilities, strikes, work slowdowns, acts or threats of terrorism, fires, explosions, theft, or acts of God including but not limited to natural disasters, earthquakes, tidal waves, and extreme weather (such as tornadoes, drought, hurricanes, and floods).
2. Any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.
3. Excluded Damages (see "Limits of liability"), for example damages necessary to access the repair area. Your rights and remedies may vary depending on the province or territory where Your Property is located.
4. Correction of, or reimbursement for, any repairs or restorations made by You or anyone You hire.
5. Any replacement, correction, upgrade, or move of Your existing System(s) in order to meet any code, law, regulation, ordinance, or utility directive, if not directly related to the necessary Covered Repair.
6. Any repair or replacement for Systems: (a) that are covered by a manufacturer's warranty, service contract, or insurance policy; or (b) involved in a manufacturer's recall, defect or class action lawsuit.
7. Any section of Your System that is covered by a homeowners', condominium or like association.
8. Assessing, remediating or abating mold or other hazardous materials or notifying You of any mold or other hazardous materials that may be present in Your Home.

9. Any repairs or replacements when no operational failure of Your System has occurred.
10. Repair or replacement of any sections or parts of Your System that are not stated to be covered in “What is a Covered Repair?” or “What sections are covered?”.

**System exclusions:**

1. Non-conforming drain lines, meaning drain lines not directly connected to the public sewer system or Your septic tank.
2. Septic tanks or any other type of collection tank or leaching fields.
3. Systems that have failed a smoke or dye test, camera inspection, or any other proactive System test or inspection when no operational failure has occurred.
4. Lines that branch off the primary System.

**Restoration exclusions:**

1. Replacement of any artificial grass or plants, decorative paving, pathways, or landscaping features.
2. We cannot guarantee the survival of any living materials.
3. Restoration that is not stated to be covered in “What restoration is included?”.

## **Service Calls**

**What is a Service Call?**

A visit to Your Property by one of SLWC’s approved technicians where either work is performed to diagnose and complete a single Covered Repair or it is determined that the repair is not covered (“Service Call”).

**Do You have to pay anything for a Service Call?**

There is no fee to make a Service Call. If You miss a scheduled Service Call a “no show” fee will be applied to Your Benefit Limit. This fee will be based on where Your Property is located and the time of Your scheduled Service Call, not to exceed what the technician charges SLWC, up to a maximum of \$250 CAD.

**When can You request a Service Call?**

There is an initial period of 30 days during which You will not be able to request a Service Call (“Waiting Period”), giving You less than 12 full months of coverage in the first Term. Upon renewal (if applicable), there will be no Waiting Period.

**How can You request a Service Call?**

Call SLWC and a service representative will schedule a Service Call. You will not be reimbursed for work not authorized by SLWC. Technicians must have safe and clear access to, and safe working conditions at and around, the work area. In order to make a Service Call, Your Service Agreement must be active and You must be current with Your payment(s) of the amount You agree to pay for this Service Agreement, as listed on Your Confirmation Page (“Price”). Whether Your System is to be repaired or replaced is entirely within the discretion of SLWC.

**What is the Covered Repair Guarantee?**

For 12 months, We will arrange at Our expense and choice for repair or replacement of Covered Repairs which are defective in materials or workmanship (“Covered Repair Guarantee”). We disclaim any and all statutory or common law warranties (whether express or implied) other than the Covered Repair Guarantee and any implied warranties that cannot be excluded under applicable law.

## **Term, cancellation, and renewal**

**When does this Service Agreement start and how long is it?**

Your Service Agreement begins on the start date listed on Your Confirmation Page (“Start Date”) and continues for 12 months (“Term”).

**Can You cancel?**

You may cancel at any time in the following ways:

- Through Your online SLWC account;
  - By calling SLWC at the number listed on Your Confirmation Page;
  - By mail to the address listed in “How can You contact SLWC?” above and include Your full name and Home address;
  - By email to [service@slwofc.ca](mailto:service@slwofc.ca) and include Your full name and Home address;
  - Via webchat at <http://www.slwofc.ca>.
- If You cancel within 30 days of the Start Date, You will receive a full refund less any claims paid by Us.
  - If You cancel more than 30 days after the Start Date, You will receive a pro-rata refund less any claims paid by Us.
  - If Your local utility or municipality provides similar coverage to You at no charge and You cancel, We will refund the payments You have made less any claims paid by Us. You may be required to provide evidence of the similar coverage.

**Can We cancel?**

- We may cancel, with no less than 15 days’ notice to You: (a) for non-payment of the Price; (b) if We find that You already have coverage that is the same or similar to the coverage provided by this Service Agreement; (c) if We find that You are ineligible for this coverage; or (d) for Your: (i) fraud; or (ii) misrepresentation of facts that are material to this Service Agreement or benefits provided under it.
- We may cancel for any other reason on 60 days’ notice to You.

If We cancel for (a), no refund will be given. If We cancel for (b) or (c), We will refund the payments You have made less any claims paid by Us. In all other cases You will get a pro-rata refund less any claims paid by Us.

You will be notified in writing prior to cancellation. The notice will tell You when Your Service Agreement will be cancelled and why it has been cancelled. The notice period begins when We send the notice to You.

**Will this Service Agreement automatically renew?**

**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.

## **Other terms**

**How can You contact Northcoast?**

2200 HSBC Building, 885 West Georgia Street Vancouver, British Columbia V6C 3E8 • 1-800-806-0690

**Receiving documents electronically**

If You consent to electronic delivery, You can receive Your Service Agreement and all related documents, to the email address listed on Your Confirmation Page (“Email Address”). To update Your Email Address or discontinue electronic delivery of Your documents You can call SLWC or update Your preferences in Your website profile at <http://www.slwofc.ca>.

**Privacy policy**

SLWC 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 <http://www.slwofc.ca>, carefully to fully understand how they

collect, share, and protect personal data about You. You can also call SLWC to request a copy.

#### **Assignment/Amendment**

We may assign this Service Agreement, in whole or in part, at any time without prior notice to You. We may change this Service Agreement (including the Price) and delegate any of Our obligations at Our sole discretion and without Your consent, provided We give You 30 days' prior written notice of the changes. The changes will become effective 30 days after We send You the notice. You may not change this Service Agreement or delegate any of Your obligations.

#### **Transfer**

You may not transfer this Service Agreement.

#### **General**

Should any of these terms and conditions conflict with the laws of Your province or territory they shall be deemed amended so as to comply with those laws. Should certain terms or conditions be held to be invalid or unenforceable, the remainder of these terms and conditions shall remain valid.

#### **Limits of liability**

To the fullest extent permitted by applicable law, (1) You agree that We and SLWC, 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 SLWC 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, or, if there is no maximum Benefit Limit, any actual losses or direct damages that exceed the cost of repairs provided for in the "What is a Covered Repair?" section(s) of this Service Agreement, relating to any repairs performed by Us, SLWC or on behalf of either Us or SLWC 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, SLWC or on behalf of either Us or SLWC or services provided under this Service Agreement, regardless of whether such damages were foreseeable and whether or not We or SLWC or anyone acting on behalf of either Us or SLWC 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 between provinces and territories.

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

**A. EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, YOU ACKNOWLEDGE AND AGREE THAT ANY DISPUTE OR DISAGREEMENT THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS SERVICE AGREEMENT, OR FROM SERVICES OR BENEFITS YOU RECEIVE OR SERVICES OR BENEFITS YOU CLAIM TO BE OWED FROM NORTHCOAST OR SLWC, OR FROM ANY OTHER AGREEMENT BETWEEN US, WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE RULES OF THE CANADIAN ARBITRATION ASSOCIATION. Arbitration will apply not only to disputes and disagreements with or**

against Northcoast or SLWC, but also to disputes and disagreements with or against the officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns of Northcoast or SLWC. This paragraph shall apply to all disputes and disagreements, including those arising before this paragraph became binding on the parties.

**B. Most disputes or disagreements can be resolved by contacting SLWC. In the unlikely event SLWC is unable to resolve a dispute or disagreement, We, You and SLWC agree to resolve such disputes through binding arbitration. The party that intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to SLWC should be addressed to: Service Line Warranties of Canada, Inc., 7134 Lee Highway, Chattanooga, TN 37421. The Notice must (a) describe the nature and basis of the disagreement or dispute; and (b) set forth the specific relief sought. If an agreement cannot be reached to resolve the disagreement or dispute within 30 days after Notice is received, an arbitration proceeding may commence. Any arbitration hearings will take place in the province or territory where Your Home is located, unless otherwise agreed.**

**C. IT IS FURTHER AGREED THAT ANY QUALIFYING SMALL CLAIMS COURT CASE OR ARBITRATION COMMENCED BY YOU OR SLWC WILL BE COMMENCED IN AN INDIVIDUAL CAPACITY. You may only bring a qualifying Small Claims Court case or commence an arbitration on Your own behalf and cannot seek relief that would affect other parties.**