

## Exterior Water Service Line Terms and Conditions

### YOUR ENCLOSED CONFIRMATION PAGE IS AN INTEGRAL PART OF YOUR SERVICE AGREEMENT AND ALONG WITH THESE TERMS AND CONDITIONS CONSTITUTE YOUR ENTIRE AGREEMENT

Service Line Warranties of Canada, Inc. ("SLWC"), is the entity that will administer the service under this Service Agreement. You may contact SLWC by mail at 7134 Lee Hwy, Chattanooga, TN 37421 or by calling toll-free 1-866-922-9006. The entity obligated to provide service under this Service Agreement is Northcoast Solutions of Canada, ULC ("Northcoast", "We", "Us" or "Our"). You may contact Northcoast by mail at 2200 HSBC Building, 885 West Georgia Street, Vancouver, British Columbia V6C 3E8.

**What's Covered:** We will arrange and pay for the repair or replacement due to normal wear and tear of a leaking, frozen, low pressure, or permanently blocked Exterior Water Service Line for which You have sole responsibility or responsibility is shared by no more than one additional dwelling, that supports Your Residence. You must call SLWC to arrange for service in order for repairs to be covered. See "How to Call for Repairs" below.

An 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 under Your Residence. 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, 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 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.

If adverse weather conditions occur, it may take up to six (6) months for restoration to be completed.

**Exterior Water Service Line Benefit Limit:** The maximum benefit limit is up to \$8,000 CAD 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 SLWC 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 province or territory where Your Property is located;**
3. **Any correction, upgrade, or move of Your existing Exterior Water Service 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 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. **Repair or replacement of meters, meter vaults, curb valves, or curb boxes.**
7. **Any shared Exterior Water Service Line that provides service to Dwellings 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 only 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 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 You are not eligible for this coverage. If Your entire Exterior Water Service Line is shared with any third party or covered by a homeowners', condominium or like association, then You are not eligible for this coverage.

**Length of Service Agreement:** Your Service Agreement begins on the Start Date listed on Your Confirmation Page and will continue for twelve (12) months ("Term") provided neither You nor We cancel. See "Cancellation/Refund" below.

**How to call for repairs:** You must call SLWC and a service representative will assist in the diagnosis of Your repair and the scheduling of a visit from one of SLWC's approved local technicians. You will not be reimbursed for work done by technicians who are not authorized by SLWC. 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 SLWC. 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 Confirmation 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 SLWC or by updating Your preferences in Your profile on SLWC's website. You may also call SLWC 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 or writing to SLWC. 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 You discover that You have similar coverage provided to You at no charge, You can contact SLWC 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:

**"Confirmation 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 Confirmation 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 Confirmation Page.

**"Service Call"** - A visit to Your Property by one of SLWC'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 Confirmation Page.

**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 [www.slwofc.ca](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 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. SLWC will serve as Your point-of-contact for all questions or concerns.

**Our Liability: To the fullest extent permitted by applicable law, (1) You agree that We, SLWC, 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, SLWC, 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, SLWC, or HomeServe or on behalf of Us, SLWC, 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, SLWC, or HomeServe or on behalf of Us, SLWC, or HomeServe or services provided under this Service Agreement, regardless of whether such damages were foreseeable and whether or not We, SLWC, or HomeServe or anyone acting on behalf of Us, SLWC, 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 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 Hwy, 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 thirty (30) days after Notice is received, an arbitration proceeding may commence. Any arbitration hearings will take place in the province or territory where Your Residence 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.