

# SCANA HOME WARRANTY SERVICE AGREEMENT

This Agreement is between you and SCANA Home Warranty ("SCANA" or "our" or "us" or "we"). This Agreement includes the enclosed Schedule Page.

## ✔ HOMEOWNER'S PROTECTION

Your protection period will begin on the 16th day after SCANA receives your enrollment and full payment for protection, and it will continue on a month-to-month basis.

### WHAT IS PROTECTION UNDER THIS AGREEMENT?

Protection pays for the diagnosis and repair of a protected item that fails during your protection period because of normal wear and tear (normal use).

## ✔ WHAT IS DIAGNOSIS AND REPAIR?

Diagnosis and repair includes our cost to authorize a service call, determine the cause of a failure, and procure the parts and labor to restore the primary function of a protected item that has failed through normal wear and tear. **Examples of services that are NOT included:** evaluation, prevention, removal, remediation, or disposal of any hazardous or toxic substance (e.g., asbestos, lead, mildew, mold) or rot or pest damage or repairs of failures caused by them; removing water; deodorization; property damage from water or any other cause; construction, carpentry, or any other modifications necessary to remove, relocate, repair, or install parts or items; closing access to floors, walls, or ceilings; restoration of any affected area (e.g., flooring, concrete, asphalt, wall covering, cabinetry, countertops, drywall, tile, paint, seeding, landscaping); non-standard service charges (e.g., overtime, travel, weekend, or expedited service charges); crane or scaffold rental; any updates, upgrades, repairs, or modifications to any item, even if required under applicable law; testing required by local utilities or state or local governments; cleaning; routine maintenance; seasonal turn-on/turn-off; lighting pilot lights; replacing missing parts; adding switches, dimmers, or outlets; moving or relocating an item, meter, or any line connected to an item; dismantling, removing, or disposing of failed items; or any work for which a required permit cannot be obtained with reasonable effort.

## ✔ WHAT IS A FAILURE?

A protected item fails when it becomes inoperable and cannot perform its primary purpose as intended by the item's manufacturer. **Examples of conditions that are NOT failures:** violations of building code or other applicable law; under/oversized systems; a malfunctioning or missing part that is not essential to the primary function of the protected item; cosmetic damage or defects; noise; condensation; odors; emission of smoke from an outside sewer line during a smoke test; or low or excessive pressure in a line, whether or not caused by corrosion, sediment, or any other obstruction inside of a line.

## ✔ WHAT IS NORMAL WEAR AND TEAR?

Normal wear and tear results from ordinary use (nature and frequency) as intended by the item's manufacturer. **Examples of causes that are NOT normal wear and tear:** defects in the item's design, materials, or manufacturing; improper installation; not fully following the manufacturer's instructions or recommendations regarding use or routine maintenance or cleaning; neglect, misuse, or abuse; alteration; corrosion; sediment; accidents; inadequate electric capacity or improper wiring; power surges or power outage; lightning, fire, flood, smoke, earthquake, storms, mud, freezing, war, riots, or vandalism; animals, pests, or pets; or previous improper or incomplete repairs.

## ✔ WHAT ARE THE ELIGIBILITY REQUIREMENTS FOR YOUR HOME?

This Agreement is only for your primary residence or second home, owned by you and permanently attached to land also owned by you. There can be no commercial use of your home.

## ✔ WHAT ITEMS ARE PROTECTED?

The protected items are listed in this Agreement according to the product purchased. Your product is identified on your Schedule Page. You must own and be responsible for each item. Each item must be designed solely for residential use, assembled and installed by a licensed contractor according to the manufacturer's specifications and applicable law, connected to the appropriate utility, and in full, proper, and safe operating condition with no failures, malfunctions, or leaks on or before the date your protection begins. If you knew of a problem or another average person could reasonably have discovered it by looking at the item or by using the item on or before the date your protection begins, then that item will not be eligible for protection. The item must be located inside the perimeter of the main foundation of your home (except for outside lines, outside portions of a heating and cooling system, garage door opener, pool or hot tub, or well pump or septic system), and it cannot be encased in concrete. Any item shared with another residence (e.g., shared Outside Sewer Line for a duplex or condominium) is not eligible for protection. If you have more than one item of the same type, then the only protected item under this Agreement will be the first one for which you request service.\* (See page 3.)

## ✔ DOLLAR LIMITS OF PROTECTION

All services provided under this Agreement are subject to the maximum limit of protection for each item, as well as secondary limits of additional protection for certain work related to some items. All limits of protection apply in the aggregate over a rolling 12-month period; each expense of every kind paid for by us will reduce the amount of protection remaining over the next 12 months. For example: if you have a failure with your Inside Gas Line, and if the maximum limit of protection is \$2,000, and if SCANA pays \$1,500 for diagnosis of the failure and repair services, then you will have \$500 of Inside Gas Line protection remaining for the next 12 months. To the extent that an item is covered by a manufacturer's warranty or any other repair plan or insurance policy, it is not eligible for protection.

## ✔ REQUESTING SERVICE

**You must call us at the telephone number set forth on your Schedule Page to notify us of any protected item's failure as soon as you discover it and before your protection period expires.** Your protection must have been paid in full at the time of failure in order for us to authorize any service call. If we authorize a service call based on our initial assessment, then we will use reasonable effort to have an independent service contractor contact you within one standard business day. If we determine that a failure constitutes an emergency, then we will make reasonable effort to expedite emergency service. You must provide safe and clear access to the failed item and work area, free of all hazardous substances. **We will not pay any contractor not hired by us or reimburse you for any expense that you incur without our prior approval.**

## ✔ IF WE AUTHORIZE A SERVICE CALL

If we authorize a service call, and the contractor determines that there is no failure of a protected item because of normal wear and tear, then we may elect to: (a) subtract our cost for the service call and diagnosis from the applicable limit(s) of your protection, or (b) charge you a fee equal to our cost. This section does not apply if you have a product to which an administration charge applies.

## ✔ IF WE AUTHORIZE A REPAIR

Under certain circumstances, we may have the contractor rebuild existing parts or install refurbished parts. If a repair is not practical because an essential part is unavailable, or if you choose to replace the item rather

than repair repairable item, then we will provide you with credit or payment equal to either the average cost to us of a similar repair as if the repair had been performed, or the fair market value of the protected item, whichever is less, to be applied toward the replacement of item, after you deliver to us your receipt for your actual cost paid for the replacement. If our cost of diagnosis and repair exceeds the limit of protection then remaining for the item, or if you request service that is not covered, then you must make arrangements with the contractor to pay the additional charges before any services are performed.

✔ **ADMINISTRATION CHARGE**

If you have a product to which an administration charge applies, then whenever you request service, a charge in the amount set forth on your Schedule Page will apply and must be paid up front via credit/debit card before any service call is scheduled. A separate administration charge applies to each failure, even if more than one failure is addressed during the same service call. The administration charge also applies if you are not present for a scheduled service call, or if you cancel a service call after the contractor is already on the way to your home.

✔ **LIMITED REPAIR WARRANTY**

Repairs are guaranteed against defects in materials and workmanship for 90 calendar days from the date of repair. To the maximum extent allowed under law, we disclaim all other express and implied warranties, including but not limited to all warranties of merchantability and fitness for a particular purpose.

✔ **TRANSFER OF YOUR HOME**

Before you transfer ownership of your home during your protection period, you must notify us. **You may not assign this Agreement.**

✔ **DELIVERY OF DOCUMENTS AND NOTICES**

We may deliver any documents, including this Agreement, and any notices to your mailing address or the email address that you provide to us. You may update your email address, request paper copies, or request to stop receiving documents and notices electronically by notifying us. You may deliver any notice to us by calling us at the telephone number set forth on your Schedule Page, emailing us at [customer-care@scanahomewarranty.com](mailto:customer-care@scanahomewarranty.com), or sending a paper notice to SCANA Home Warranty, 2231 S Centennial Ave, Aiken, SC 29803.

✔ **CHANGES TO THIS AGREEMENT AND ASSIGNMENT BY US**

At any time, SCANA may change any terms of Agreement, including the price, other charges, or the types or details of protection, but we will notify you at least 30 calendar days before the changes take effect. If you do not agree to the changes, then you may cancel this Agreement by notifying us. We reserve the right to assign or otherwise transfer this Agreement to another party at our sole discretion.

✔ **CANCELLATION**

You may immediately cancel this Agreement at any time by providing notice to SCANA according to the **Delivery of documents and notices** section above. SCANA may cancel this Agreement at the end of any protection period by providing notice to you at least 30 days before the effective date of cancellation. SCANA may immediately cancel this Agreement for your non-payment, misrepresentation, or fraud. If cancellation occurs within 30 calendar days after initial enrollment, then we will fully refund your payment, minus all of our costs to diagnose and/or repair any item(s) before cancellation. If cancellation occurs more than 30 calendar days after initial enrollment, then we will refund your pre-payment on a pro-rated basis for any remainder of your protection period, minus all of our costs to diagnose and/or repair any item(s) before cancellation. If a refund is not paid or credited within 45 days after the effective date of cancellation, then a 10% penalty will be added to the refund for every 30 days the refund is not paid.

✔ **WAIVER**

No waiver of a particular condition or obligation will be effective unless that specific waiver is in writing and signed by SCANA.

✔ **LIMIT OF OUR LIABILITY**

**The maximum aggregate liability of SCANA, whether arising under contract, tort (including negligence), strict liability or otherwise, will not exceed the dollar limit of protection for the applicable protected item that failed. And to the maximum extent permitted under law, SCANA, its parents, affiliates, members, shareholders, directors, officers, and employees will not be liable to you or anyone else for any damage to property or injury to persons, or any other indirect, special, incidental, exemplary, or consequential loss or damage of any nature caused by (a) the failure of any protected item, (b) any delay, neglect, refusal, or default by us in providing services under this Agreement, or (c) any act or omission by any contractor. For example, we are not liable under any circumstances for any personal injury, property damage, loss of income, additional living expenses, utility bills, or food spoilage. The limitations and waivers in this section apply to all claims and all liabilities and will survive the cancellation or expiration of this Agreement.**

✔ **NATURE OF THIS AGREEMENT AND PROVIDER INFORMATION**

This Agreement is not an insurance policy and not a maintenance plan. The provider under this Agreement is The Manchester Group, LLC, d.b.a. SCANA Home Warranty, 2231 S Centennial Avenue, Aiken, SC 29803. Obligations of the provider under this Agreement are backed only by the full faith and credit of the provider. SCANA Energy is an affiliate of SCANA Home Warranty and is not the provider of this agreement.

✔ **DISPUTE RESOLUTION**

**All disputes and claims related in any way to this Agreement and the relationship between us must be resolved by final, binding, and non-appealable arbitration by one arbitrator with the American Arbitration Association. Except for the Class Action Waiver section below: (a) the arbitrator, and not any federal, state, or local court, will have exclusive authority to resolve all disputes and claims related in any way to the interpretation and enforceability of every part of this Agreement; and (b) if any part of this Agreement is determined to be unenforceable, then the remainder will remain unaffected, and the arbitrator will modify the unenforceable part, consistent with the rest of this Agreement, to the minimum extent necessary to make it enforceable. The federal arbitration act and not any state law applies to this agreement.**

✔ **CLASS ACTION WAIVER**

**You may not join your claims with any other customers of ours; you must bring all disputes and claims in your individual capacity and not as a class member or private attorney general in any forum. The arbitrator will not have authority to combine similar claims or to conduct any class or collective arbitration or to make any sort of joint award. Any claim that all or part of this class action waiver is unenforceable, will be determined only by a court of competent jurisdiction and not by an arbitrator. YOU UNDERSTAND AND CHOOSE TO HAVE YOUR CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION; YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION.**

✔ **ENTIRE AGREEMENT**

This written Agreement, including the Schedule Page, represents the entire agreement between you and us and does not include any additional representations made by real estate agents, title agents, salespersons, contractors, or any other persons. No changes to or variance from this Agreement will be binding on SCANA unless we deliver it to you in writing (including via email, if authorized during enrollment).

## INSIDE LINE PROTECTION

**Inside Electric Line:** includes the high-voltage (from 120 up to 240 volts) electric supply line inside your home, beginning from the single point of entry at the exterior foundation of your home and including the interior main service panel and continuing up to: (a) and including standard switches and outlets, and (b) the connections to items that are direct-wired (no plug). **Does not include:** electric lines exiting your home; inadequate wiring capacity; relays; timed circuits; grounding ungrounded outlets; data/internet wiring; resetting of GFCI or circuit breakers; replacement of fuses; or items that are direct-wired.

**Inside Gas Line:** includes the natural gas or propane supply line inside your home, beginning from the single point of entry at the exterior foundation of your home and continuing up to and including the shut-off valve (or where code requires a shut-off valve) at each natural gas or propane device located inside your home. **Does not include:** pressure regulators; meters; natural gas lines or propane lines exiting your home; flow restrictions caused by corrosion, chemical deposits, or other blockages; or high-pressure gas lines.

**Inside Sewer Line:** includes the sewer line inside your home that collects and conveys raw sewage and wastewater, beginning from your inside house drains and continuing up to the single point of exit at the exterior foundation of your home. **Does not include:** connections or extensions to plumbing fixtures that are located outside the walls and above the floors (e.g., sink drains, sink traps); shower enclosure or base pan; strainers, drain stoppers, or plugs; whirlpools or jets; sewage injectors or ejectors; caulking or grouting; meters; gutters; downspouts; sump pumps; sump discharge lines; ground water drains; leaks caused by freezing; flow restrictions caused by corrosion, chemical deposits, or other blockages; or any service to clear clogs or blockages. Any roots present in your line before or within 180 days after your protection begins will make the line ineligible for protection.

**Inside Water Line:** includes the water supply line inside your home, beginning from the point of entry at the exterior foundation of your home and continuing to: (a) the shut-off valve at your water heater or boiler, and (b) the shut-off valve at each appliance or fixture inside your home, or (c) six inches from where the line exits the wall or floor if there is no shut-off valve at the appliance or fixture. **Does not include:** extensions or connections after the shut-off valve (or the point described in (c) above); plumbing fixtures, including faucets; pressure tanks; expansion tanks; filters; shower enclosures; water conditioners (softeners); fire suppression systems; leaks caused by freezing; inadequate, excessive, or no water pressure unless caused by a leak or break in the line; or flow restrictions caused by corrosion, chemical deposits, or other blockages.

## TOTAL LINE PROTECTION

Inside Line Protection, plus:

**Outside Electric Line:** includes one service overhead/underground electric line outside your home that begins at its connection with the utility-owned service line and continues to the point where it meets your Inside Electric Line, including the weather head, conduit, meter base, ground wire/rod, and service entry cable. **Does not include:** meters.

**Outside Gas Line:** includes one natural gas supply line outside your home (only where and to the extent owned by you and not the utility) that begins at the utility curb box and continues to the point where it meets your Inside Gas Line. **Does not include:** valves; pressure regulators; meters; connections or extensions; high-pressure gas lines; or propane lines.

**Outside Sewer Line:** includes one sewage drain line outside your home (that collects and conveys raw sewage) that begins at the point where it meets your Inside Sewer Line and continues to the utility-owned sewer main line or your septic tank. **Does not include:** sagging or bellied lines; offset lines; gutters or downspouts; sump discharge lines; septic tanks or lines that exit them; leach fields, beds, or lines; tile fields; ground water or storm water drains; storm sewers; flow restrictions caused by corrosion, chemical deposits, or other blockages; or any service to clear clogs or blockages. Any roots present in your line before or within 180 days after your protection begins will make the line ineligible for protection.

**Outside Water Line:** includes the one water supply line outside your home that begins at the utility curb box or your well and continues to the point

where it meets the Inside Water Line. **Does not include:** connections or extensions (including to sprinklers or agricultural meters); inadequate, excessive, or no water pressure unless caused by a leak or break in the line; or flow restrictions caused by corrosion, chemical deposits, or other blockages.

**Sidewalk Restoration (secondary protection):** includes restoration of the public sidewalk only when cutting the sidewalk is required to perform a repair to a failed Outside Sewer Line or Outside Water Line that is protected. **Does not include:** any sidewalk owned by you.

**Street Cutting (secondary protection):** includes excavating the public street to the minimum extent required to perform a repair to a failed Outside Sewer Line that is protected, and restoration upon repair.

## TOTAL LINE+ PROTECTION (not available in all locations)

Total Line Protection, plus:

**Water Heater:** includes one standard, conventional tank-storage whole-home natural gas, propane, or electric powered appliance that heats water. **Does not include:** tankless units; heat pump water heaters; expansion tanks; auxiliary storage tanks; flushing; anode rods; drain valves; or failures caused by sediment.

## CORE (not available in all locations)

Total Line+ Protection, plus:

**Heating and Cooling:** includes one boiler and/or one ducted, standard whole-home natural gas, propane, or electric powered central forced-air heating and cooling unit and standard programmable thermostat. **Does not include:** compressors; heat exchangers; evaporator coils; condensing coils; refrigerant, units rated at 400,000 BTU/hour or more or exceeding five tons capacity; geothermal units; fuel oil heating systems; natural gas-powered cooling units; filter driers, air filters, smart or Wi-Fi thermostats; air zone electronics or components, electronic air cleaners, humidifiers, air temperature controls; chimneys or flues; flue restrictors; valves (other than king valve or Schrader valve); system balancing; bleeding air bound systems; draining and refilling of boilers; dual-fuel burners, expansion tanks; fan coil units, mini-split systems; auxiliary heating; space heaters; heating jackets, line circuit breakers; trim insulations; boiler sections (leaking or not); ductwork; or grills or heat registers.

**\*With Core and any of the products below, you may purchase optional protection for more than one Heating and Cooling unit and/or Water Heater. Call us to inquire.**

## CORE+ (not available in all locations)

Core, plus:

**Heating and Cooling:** also includes one compressor, one heat exchanger, one evaporator coil, and one condensing coil.

**MAXIMUM LIMIT OF PROTECTION****INSIDE LINE PROTECTION**

Inside Electric Line	\$2,000	
Inside Gas Line	\$2,000	
Inside Sewer Line	\$2,000	
Inside Water Line	\$2,000	

**TOTAL LINE PROTECTION**

Inside Line Protection, plus:

Outside Electric Line	\$3,000	
Outside Gas Line	\$3,000	
Outside Sewer Line	\$4,000	
Sidewalk Restoration	\$500	Only for Outside Sewer Line or Outside Water Line
Street Cutting	\$4,000	Only for Outside Sewer Line
Outside Water Line	\$4,000	

**TOTAL LINE+ PROTECTION** (not available in all locations)

Total Line Protection, plus:

Water Heater	\$1,000	
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**CORE AND CORE+** (not available in all locations)

Total Line+ Protection, plus:

Heating and Cooling	\$2,000	
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