



# HOME PLUMBING AND DRAINAGE TERMS AND CONDITIONS

*Please read carefully.*

## **Ninja's Consulting, LLC.**

### **This Service Agreement**

**This Service Agreement provides for coverage for Your exterior sewer/septic line ("Sewer/SepticLine"), interior water supply and drainage ("Plumbing and Drainage", (collectively, "System(s)").**

HomeServices by Ninja ("Ninja's Consulting") will administer this Service Agreement. Your Service Agreement ("Service Agreement") consists of these terms and conditions as well as your Declaration Page, which lists important information about your coverage ("Declarations Page") and is the entire agreement between you and us.

**Ninja's Consulting is your point-of-contact for all questions and concerns.**

### **How can you contact Ninja's Consulting?**

**28159 NS 424 Rd, Chelsea, OK 74016 \* Please see your Declarations Page for phone numbers for Ninja's Consulting.**

This is not an insurance policy. This Service Agreement is between you, the Service Agreement holder listed on the Declaration Page ("You" or "Your") and us, ("Us"), 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 or single housing unit within a structure not intended to be moved ("Home") that is used and zoned only for residential occupancy, including:
  - Single-family homes
  - Townhomes and apartments
  - Multi-family homes

This Service Agreement covers 1 housing unit. If you own a multi-family home or multiple housing units, you must provide the specific mailing address for each Service Agreement you purchase.

#### **Who is not eligible for this coverage?**

Owners of:

- Recreational vehicles or homes intended to be moved
- Properties used for commercial purposes

Properties that have:

- System(s) with a pre-existing condition, defect or deficiency that you are aware of prior to the Start Date of your first Term
- An entire line shared with a third party or that is covered by a homeowner's, condominium or like association
- A Sewer/Septic Line that has had roots removed prior to the State Date of your first Term or has failed a smoke or dye test prior to the State Date of your first Term, and the problems identified by the smoke or dye test have not been resolved

### **Coverage**

**You must call Ninja's Consulting for Covered Repairs. For Covered Repairs, there must be an operational failure to your System(s). You are responsible for charges beyond Your Benefit Limit.**

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

### **Sewer/Septic Line:**

#### **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 Sewer/Septic Line that takes wastewater from Your Home
- Non-functioning backflow prevention devices that are part of Your Sewer/Septic Line.

#### **What sections are covered?**

- If connected to a sewer system: Your Sewer/Septic Line from the external foundation wall of Your home to your property boundary.
- If connected to a septic system: Your Sewer/Septic Line from the external foundation wall to the point of connection to Your septic tank of your property.
- Exterior branch drains connected to your Sewer/Septic Line from the point they exit the external foundation 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?**

- 2 Service Calls per Term with up to \$3,500 per Service Call ("Benefit Limit"). See "What is a Service Call?" Below

### **Plumbing and Drainage:**

#### **What is a Covered Repair?**

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

- The blocked or leaking Plumbing and Drainage pipes that carry fresh or drinkable water and wastewater.

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

- 2 Service Calls per Term with up to \$2,500 per Service Call ("Benefit Limit"). See "What is a Service Call?" Below.

#### **What restoration is included?**

- Restoration to any area on your property disturbed by the Covered Repair is limited to filling, raking, 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 Ninja's Consulting or (b) unusual circumstances, meaning war, government regulations, pandemics, riots, hostilities, strikes, work slowdowns, acts or threats of terrorism, fires, explosions, 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. Excluded Damages (see "Limits of liability"), for example damages necessary to access the repair area. Your rights and remedies may vary depending on the state where your home is located.
3. Correction of, or reimbursement for, any repairs or restorations made by you or anyone you hire, not authorized by us.
4. Any repairs or replacements when no operational failure of Your System has occurred.
5. Any replacement, correction, upgrade, or move of your existing System(s) including your meter in order to meet code, law, regulation, ordinance, or utility directive, if not directly related to the necessary covered repair.
6. 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.

7. Any section of your line that is shared with a third party or is covered by a homeowners', condominium or like association.
8. Repair or replacement of any sections or parts of your line that are not stated to be covered in "What is a Covered Repair?" Or "What sections are covered?"

#### **Sewer/Septic Line 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; leaching fields; grinder pumps.
3. Sewer/Septic lines that have failed a smoke or dye test, or inspection when no operational failure has occurred.
4. Lines that branch off the primary Sewer/Septic Line.

#### **Plumbing and Drainage exclusions:**

1. Non-conforming drain lines, meaning drain lines not directly connected to the public sewer system or your septic tank.
2. Appliances, fitting, or fixtures, vent stacks, pressure reducing valves, or backflow prevention devices, fire suppression and other sprinkler systems, distribution piping such as for radiators and heating systems, condensate drain lines for cooling systems, pumps, or grinders.
3. Frozen pipes.

#### **Restoration exclusions:**

1. Replacement of any 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 Home by one of Ninja's Consulting'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 home is located and the time of your scheduled Service Call, not to exceed what the technician charges Ninja's Consulting, up to a maximum of \$250.

##### **When can you request a Service Call?**

There is an initial period of 60 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 Ninja's Consulting and a service representative will schedule a Service Call. You will not be reimbursed for work not authorized by Ninja's Consulting. 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 Declaration Page ("Price"). Whether Your line is to be repaired or replaced is entirely within the discretion of Ninja's Consulting.

##### **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 Declaration Page ("Start Date") and continues for 12 months ("Term").

#### **Can You cancel?**

You may cancel at any time by calling Ninja's Consulting.

- If you cancel within 60 days of the Start Date, you will receive a full refund less any claims paid by Us.
- If you cancel more than 60 days after the Start Date, you will receive a pro-rata refund less any claims paid by Us.

#### **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; (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**

##### **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 Declaration Page ("Email Address"). To update Your Email Address or discontinue electronic delivery of Your documents You can call Ninja's Consulting.

##### **Privacy policy**

Ninja's Consulting is serious about the private nature of Your personal data.

##### **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 state 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.