

# Terms and Conditions

## National Home USA

**Effective Date:** January 1 2026

Welcome to National Home USA. These Terms and Conditions ("Agreement") govern the use of the National Home USA website, services, and home protection plans. By purchasing a plan, submitting information, or using our services, you agree to be bound by these Terms and Conditions.

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### 1. Definitions

**"Company"** refers to National Home USA.

**"Customer"** refers to any individual or entity purchasing or using a National Home USA protection plan.

**"Plan"** refers to the home protection, maintenance, or service contract purchased by the Customer.

**"Covered Item"** refers to a system, appliance, or component specifically listed as covered under the Customer's selected plan.

**"Service Request"** refers to a claim submitted for repair or replacement of a covered item.

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### 2. Plan Coverage

Coverage is limited to the systems, appliances, and components specifically listed in the Customer's plan agreement.

National Home USA will arrange for repair or replacement of covered items that experience mechanical failure due to normal wear and tear, subject to the terms, conditions, limitations, and exclusions of the plan.

Coverage begins on the effective date stated in the Customer's agreement and remains in force so long as payments remain current.

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### **3. Exclusions**

Coverage does not include:

- Pre-existing conditions or failures.
- Cosmetic defects.
- Improper installation, misuse, neglect, abuse, or vandalism.
- Damage caused by fire, flood, storm, lightning, earthquakes, or other acts of nature.
- Structural components of the home.
- Routine maintenance.
- Manufacturer recalls.
- Commercial or business-use equipment unless specifically authorized.
- Code upgrades, permits, inspections, or modifications required by law.
- Secondary damage resulting from a covered or non-covered failure.

Additional exclusions may apply and are outlined in the Customer's specific plan agreement.

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### **4. Service Requests**

Customers must submit service requests through National Home USA before any repairs are performed.

Unauthorized repairs may not be eligible for reimbursement.

National Home USA reserves the right to:

- Approve or deny service requests.
- Dispatch authorized service providers.
- Determine whether repair or replacement is the most appropriate remedy.

Replacement items may vary in brand, model, color, or features from the original item but will be of similar functionality.

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### **5. Customer Responsibilities**

Customers agree to:

- Maintain covered items according to manufacturer recommendations.

- Provide accurate and complete information when purchasing coverage or submitting claims.
- Cooperate with service technicians and claims representatives.
- Maintain utility services necessary for diagnosis and repair.

Failure to comply with these requirements may result in denial of coverage.

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## **6. Payment Terms**

Customers agree to pay all applicable fees according to the selected payment schedule.

Failure to make timely payments may result in suspension or cancellation of coverage.

National Home USA reserves the right to charge applicable fees for declined payments, returned checks, or failed electronic transactions where permitted by law.

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## **7. Cancellation**

Customers may cancel their plan in accordance with the cancellation provisions contained in their individual service agreement and applicable state laws.

Any refunds issued will be calculated based on the terms of the Customer's agreement and may be reduced by claims paid, administrative fees, and other applicable charges where permitted by law.

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## **8. Limitation of Liability**

National Home USA's liability is limited to the obligations expressly stated in the Customer's service agreement.

National Home USA shall not be liable for:

- Incidental damages.
- Consequential damages.
- Loss of use of any covered item.
- Loss of income or business opportunities.
- Personal injury or property damage resulting from the failure of a covered item.

Some states do not allow certain limitations; therefore, some limitations may not apply.

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## **9. No Warranty**

National Home USA is not the manufacturer of any covered product and does not provide any express or implied manufacturer warranty.

Coverage provided under a protection plan is a service contract and is not a guarantee that covered items will not fail.

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## **10. Dispute Resolution**

Any dispute arising from this Agreement shall first be addressed through informal negotiations between the parties.

If a resolution cannot be reached, disputes may be submitted to binding arbitration in accordance with applicable laws unless prohibited by state law.

Each party shall bear its own legal costs and expenses unless otherwise required by law.

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## **11. Privacy**

National Home USA respects customer privacy. Information collected through our website, applications, and service requests is governed by our Privacy Policy.

By using our services, you consent to the collection and use of information as described in the Privacy Policy.

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## **12. Electronic Communications**

By purchasing a plan or providing contact information, Customers consent to receive communications from National Home USA by:

- Email
- Telephone

- Text Message (SMS)
- Mail

These communications may include account updates, service notifications, billing information, marketing offers, and customer service communications.

Customers may opt out of marketing communications at any time.

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## **13. Website Use**

Customers agree not to:

- Use the website for unlawful purposes.
- Attempt to gain unauthorized access to systems or data.
- Interfere with website operations.
- Submit false or misleading information.

National Home USA reserves the right to restrict or terminate access to users who violate these terms.

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## **14. Modifications**

National Home USA reserves the right to update or modify these Terms and Conditions at any time. Updated versions will become effective upon posting to the website unless otherwise required by law.

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## **15. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the Customer's plan was issued, unless otherwise required by applicable law.

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## **16. Contact Information**

### **National Home USA**

Customer Service Department

Email: [info@nhmgapp.com](mailto:info@nhmgapp.com)

Phone: 848.241.5001

Website: [www.nhusa.org](http://www.nhusa.org)