

# **Terms and Conditions for Your Standard In-Home Plumbing Protection Plan for Aquarion Water Company Customers**

*Please Read Carefully and Keep Safe*

**TO RECEIVE BENEFITS YOU MUST CALL THIS NUMBER TO MAKE A CLAIM**

*(claims service available 24/7)*

**BEFORE ANY REPAIR TAKES PLACE.**

**1-800-223-7019**

**A \$30 SERVICE CALL FEE WILL BE CHARGED  
AND MUST BE PAID TO OUR AGENT BEFORE A TECHNICIAN STARTS WORK.**

## **1. Nature and Scope of Coverage**

Your service agreement for your coverage collectively consist of your Coverage Details on the back of your welcome letter which you will receive post-enrollment, and sections 1 through 17 of these terms and conditions, printed on both sides of this sheet of paper. Keep all your documents together somewhere safe. If there is any contradiction within this document, Sections 1 through 8 will prevail.

## **2. Definitions**

“You” or “Your” refers to the service agreement holder named on the back of your welcome letter only. Unless you are selling your Service Address and you call us to transfer this coverage to the home buyer within 30 days of sale, you cannot transfer this contract to anyone else.

“Us”, “We”, or “Our” refers to Homeowner Safety Valve Company or its agents. The determination of whether and with what to repair or replace your covered property (defined below) is at our sole discretion. We may assign this service agreement by giving you 30 days’ notice in writing.

“Covered Property” refers to the Internal Water Supply Pipes that are permanently connected to the Service Address and you have sole responsibility for, commencing from where the water supply emerges through the wall or foundation to the shut-off valves before the water fixtures inside the Service Address. It also covers the internal drainage pipes commencing from where they connect to the fixtures to the point they meet the external wall or foundation to exit the Service Address.

## **3. Benefits**

This service agreement offers \$2,000 maximum coverage per Coverage Term and per incident, with an unlimited number of calls. We will arrange repair of your Covered Property within these \$ benefits and call limits, at the Service Address and during the Coverage Term, should you experience a leak or blockage provided you call the claim number in red in your Coverage Details **and pay the service call fee of \$30**. If your service agreement ends while an approved repair or replacement is being carried out, it will be extended until the repair or replacement has been completed.

## **4. Specific Service Address Exclusions**

This coverage is available only for a single-family residential detached dwelling located in a service territory where We are offering this coverage. Separate coverage is required for each dwelling. The coverage is not available to apartment buildings, multi-family dwellings, condominium units or complexes, trailers or mobile homes, seasonal properties, properties remaining unoccupied for more than 90 days, commercial properties or mixed use properties. If We identify, or are notified by you, that this exclusion applies, We will cancel your coverage. You will be entitled to a refund as specified in section 13.

## **5. Specific Covered Property Exclusions**

We do not cover the repair or replacement of leaking toilet seals or malfunctioning parts of the toilet cistern, leaks in or around a fixture itself (beyond the shut-off valve), or any maintenance of a fixture, such as dripping faucets.

This coverage does not cover supply failures or blockages outside of the foundations / walls of the Covered Address, even if they cause water back-up or supply failure within the Covered Address.

We do not cover any pipe within or beneath any concrete wall or floor.

## 6. Specific Benefits and Exclusion Waivers

None.

## 7. Our Contact Details

If you need to contact us for any reason (other than to make a claim) you can:

- Call us on 1-800 223 7019 (8 a.m. to 4.30 p.m. Monday thru Friday),
- write to us at Homeowner Safety Valve, 835 Main Street, Bridgeport, CT 06604-4995, or
- email us at [safetyvalve@aquarionwater.com](mailto:safetyvalve@aquarionwater.com)

## 8. Additional Disclosures

None.

## 9. Your Service Agreement: Coverage and Documents

Please read these documents carefully and also consult your homeowner's insurance, whole-home warranty and other coverages you maintain to ensure you have the coverage you need. **Pay particular attention to confirming that you have sole responsibility for the property you want to cover - we cannot cover you if you need permission from a landlord, homeowner's association, neighbor or any other third party to have a repair performed. THIS IS NOT AN INSURANCE POLICY OR SELLERS WARRANTY.** If there is any apparent contradiction within this document, sections 1 through 8 will prevail.

## 10. Starting and Renewing Coverage

The coverage term and benefits are as specified in your Coverage Details. Your coverage benefits and limits are annual and, unless stated as waived in section 6, your coverage term and benefits start 30 days after you first enroll. These 30 days **apply to your first year of coverage only** and are for you to review your coverage documents as described in section A. If you decide the coverage is not for you within the 30 days, call us to cancel and we will refund any initial premium you have paid. We will mail you a renewal statement prior to the expiration of your coverage, including the then applicable benefits and pricing.

### **We do not cover problems that existed at the time you**

**enrolled** unless explicitly allowed for in Section 6. By taking out this coverage you are warranting to us that, at the date of enrolment, your covered property is functioning as designed.

## 11. If You Decide to Cancel

You can cancel at any time by calling us or writing to us. The cancellation will be effective as of the date of processing. If your date of cancellation is within 30 days of the start (or last renewal) of your coverage, we will refund you the annual premium paid. After day 30, you will receive no refund.

## 12. When We Might Decide to Cancel

**NON-PAYMENT.** You must make timely payments of your premiums as they come due (see your Coverage Details). If your account becomes delinquent, any claim will be denied and we may cancel your coverage. You will be due no refund.

**NON-ELIGIBILITY.** If we identify, or are notified by you, that your Service Address or Covered Property is ineligible for the coverage under the terms of this service agreement, we will cancel your coverage. You will be entitled to a refund as specified in Section 13 below.

**DOUBLE-COVERAGE.** If we identify, or are notified by you, that you have duplicate coverage with any home warranty or homeowner's insurance policy, we will cancel your coverage. You will be entitled to a refund as specified in Section 13.

**AMENDMENT OR NON-RENEWAL.** At the end of the coverage term, we may amend, re-price or discontinue your contract with us, at our discretion. We will give you 30 days' written notice if this is to happen.

**RECURRENT ISSUE.** We (or our agents) may notify you at the time of a repair that your Service Address or Covered Property has a recurrent issue that you need to address. Examples include (not a complete list): invasive tree roots, inadequate home heating in winter or noncompliance with code or regulation. If you do not address the issue to our satisfaction, we may cancel your coverage at our discretion and deny future claims connected to this issue.

**REPAIR AMOUNTS PAYABLE BY YOU.** In the unlikely event the repair estimate exceeds the available coverage benefit (see your Coverage Details) you will be required to pay the difference to our agents before work starts. If you do not pay, your claim will be denied and we may cancel your coverage. You will be due no refund.

We will write to you explaining the reasons for cancellation, using the contact details we have on file at that point.

### 13. Non-Eligibility or Double-Coverage Refund

Where specified under Section 4, 5 or 12, if we cancel your coverage, provided you have not made a claim in the preceding 12 months, we will refund to you the **lesser** of:

- a. Net amounts you have paid us since you enrolled, or
- b. The annual premium for the coverage.

### 14. Your Responsibilities When You Make a Claim

You are responsible for calling us if you need a repair using the telephone number in your Coverage Details.

**DO NOT SCHEDULE THE WORK YOURSELF – WE CANNOT REIMBURSE YOU.** Please have all your documents handy when you call. We will validate your coverage and then dispatch our agents (who may be repair tradespeople from your local utility, our employees or selected independent local contractors, at our sole discretion) to your property to perform the work.

You are responsible for making the work area safe and accessible for our agents. The area must be free of physical hazard, caustic, toxic, flammable or otherwise noxious or dangerous materials. We reserve the right to refuse the repair unless / until you do this, and / or we may cancel your coverage. You or your responsible adult representative must be present when our agents arrive.

### 15. Our Responsibilities When You Make a Claim

When you make a claim by phone, our contact center agents will be well informed regarding the product, understanding of your situation and courteous. We are responsible for making sure you get the repair you have coverage for, and that our on-site agents are fully vetted, licensed, polite and professional. We will get our agents on site as soon as practicable at a time you state to our agents as convenient. We will leave the site clean and tidy once complete. Our repair will be guaranteed for 12 months, or we will come and redo it at our expense provided you have addressed any recurrent issue we notify you of (See Section 12).

### 16. General Exclusions (examples given are not exhaustive)

**INCIDENTIAL OR CONSEQUENTIAL DAMAGES.** Unless explicitly covered in sections 3 or 6, we are not responsible for your costs arising from the covered incident (examples: water damage to furniture or landscaping, odors, mold damage or the value of water lost) or arising from our repair (examples: opening a wall or floor do a repair). In many cases these may be covered by your homeowner's insurance or whole-home warranty, so you should check with your provider.

**FREEZING.** We do not cover freezing of pipes and we will not dispatch our agents to thaw or bypass a frozen system. Once your system has thawed you should assess if a covered issue is apparent (example: a burst) and then call us to make a claim if required.

**EXTERNAL FIXTURES** are not covered unless explicitly covered Sections 3 or 6. Examples include guttering, drains, pools, tubs, tanks, pumps, wells, external faucets, sprinkler systems, and including any local connections specific to those fixtures.

**INTERNAL FIXTURES** are not covered unless explicitly covered in sections 3 or 6. Examples include faucets, bathroom fixtures, white goods, heaters, tanks, radiators, appliances, pumps, water treatment systems and fire sprinkler systems.

**UNUSUAL CIRCUMSTANCES** for repairs are not covered. Examples include damage caused by you or third parties excavating or using heavy machinery, earthquakes, natural disasters, flooding, civil disobedience, riot, war or similar large-scale events.

**BRINGING UP TO CODE.** If your covered property does not comply with building code, we do not cover the work necessary to bring it up to code. This is your responsibility and may be required of you before we perform a covered repair.

**DESIGN IMPROVEMENT** including moving, expanding, upgrading, re-designing or otherwise improving the function of your covered property beyond its original function capability, is not covered.

### 17. Liability, Disputes and Arbitration

**WE ARE NOT LIABLE FOR ANY DAMAGES OR LOSS UNLESS CAUSED BY OUR NEGLIGENCE OR THAT OF OUR AGENTS. YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL OUR LIABILITY, INCLUDING SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES OF ANY NATURE, EXCEED THE ANNUAL PREMIUM FOR THIS COVERAGE.**

We commit to do our best to make things right in a manner that is fair to all. In the unlikely event of a dispute, you agree that the dispute will be submitted by you to arbitration within Connecticut under the rules of the American Arbitration Association. Each party will be responsible for their own attorney's costs. The arbitrator's judgment will be binding on you and us. If the arbitration is referred on to any court for any reason, you agree that the Connecticut courts will have jurisdiction.