



# AMERICAN WATER RESOURCES

1410 Discovery Parkway, Alton, Illinois 62002  
Toll-Free 1-866-430-0819

## IN-HOME PLUMBING EMERGENCY PROGRAM TERMS AND CONDITIONS

### AMERICAN WATER RESOURCES, INC.

American Water Resources, Inc., an affiliate of Tennessee American Water, is dedicated to offering products and services that enhance those services currently offered by Your Water Service Provider and Wastewater Service Provider.

### A. IN-HOME PLUMBING EMERGENCY PROGRAM

This agreement is between American Water Resources, Inc. and You, a participant in the In-Home Plumbing Emergency Program, hereinafter referred to as the "Contract" or the "Program". Please read the Contract and retain it for Your records.

### B. THIS AGREEMENT COVERS

American Water Resources, Inc.'s Program will, subject to the terms and conditions outlined below, cover the costs associated with Our providing emergency service to repair leaks or breaks to Your Water Supply System and clear or repair clogs or blockages of Your Wastewater Drainage System caused by normal wear and usage.

### C. DEFINITIONS

• **Administrator** means American Water Resources, Inc., 1410 Discovery Parkway, Alton, Illinois 62002.

Toll-Free 1-866-430-0819.

• **Confirmation Letter** means the acknowledgement letter You will receive from Us outlining the following information about Your Program enrollment:

- Your Name
- Your Covered Address
- Your Customer Number
- Your Program Effective Date
- Your Program Term

• **Effective Date** means the date protection begins under the Program, which is 30 days after Your Enrollment Date. Your Program Effective Date is listed on Your Confirmation Letter.

• **Enrollment Date** means the date Your enrollment is received and processed by Us.

• **Lapse of Coverage** means the discontinuation of the Program protection resulting from Your failure to remit payment to Us of (i) the Program Fee for Your Term or an additional Term or (ii) Your periodic Program Fee within 30 days from the date said payment was due. In both instances, the Program will lapse without notice.

• **Program** means American Water Resources, Inc.'s In-Home Plumbing Emergency Program, as governed by these Terms and Conditions.

• **Program Fee** means the annual amount You must pay Us for Program protection during Your Term. We will collect the Program Fee based on the payment authorization You provide Us at the time of enrollment and for each additional Term You purchase. If You enrolled in the Program under a promotional Program Fee offer and You contact Us during any Term and We grant Your request to modify the conditions of that offer, Your Program Fee will be adjusted to reflect the then-current annual Program Fee based on the Program protection We provide for the remainder of the Term.

• **Service Fee** means the \$50 fee You must pay Us each time We dispatch an approved, independent contractor to Your home to investigate or service the Water Supply System or Wastewater Drainage System. The Service Fee will be collected by Our independent contractor and is payable immediately upon completion of Our contractor's investigation or repair service work.

• **Term** means the period of time, from the Program Effective Date, Your Program will be in effect. The Program Term is annual (365 days) commencing on the Program Effective Date (30 days after Your Enrollment Date) unless it is terminated or cancelled sooner as provided in this Contract. Your Program Term is listed on Your Confirmation Letter.

• **Wastewater Drainage System** means the in-home plumbing system of permanent internal drains and pipes You own that collect and carry water and wastes throughout Your home to Your home's external Sewer Line and Wastewater Collection System. The Program covers all drain lines and pipes that carry water from sinks, showers and bathtubs and all waste lines and pipes, from toilets (blocked toilets are covered) to the point where such lines and pipes exit Your home. Wastewater Drainage System does not include any portion of Your Wastewater Drainage System that runs into or under Your home's foundation or foundation slab.

• **Wastewater Service Provider** means Tennessee American Water, Your local sewer utility company or local sewer utility authority that owns and is responsible for maintaining the external sewer system that receives wastewater from Your home.

• **Water Service Provider** means Tennessee American Water, Your local water utility company or Your local water utility authority that owns and is responsible for maintaining the exterior main line and section of the service line that delivers a fresh water supply to Your home.

• **Water Supply System** means the in-home plumbing system of permanent internal pipes and connecting fittings You own that distribute the incoming water supply throughout Your home to fixtures and appliances. If the water meter is located inside Your home, the Program covers pipes, connecting fittings and valves from the outlet side of the meter to the shut-off valve at each fixture and appliance. If the water meter is located outside Your home, the Program covers pipes, connecting fittings and valves from the shut-off valve at the entrance point inside Your home to the shut-off valve at each fixture and appliance.

• **We, Us and Our** means the Administrator.

• **You and Your** means the owner of a single-family residential home and the purchaser of this Program.

### D. ELIGIBILITY FOR PROTECTION

You must be a residential customer of Your Water Service Provider and Wastewater Service Provider and the owner of an occupied single-family home in which the Water Supply System and Wastewater Drainage System are located. Prior to Your Effective Date in the Program Your Water Supply System must be free of leaks or breaks and Your Wastewater Drainage System must be free of clogs or blockages known to you. **Homeowners of multi-unit dwellings such as condominiums, town homes or duplexes are eligible for the Program only if they have ownership and maintenance responsibility for the dwelling's Water Supply System and Wastewater Drainage System. The Program is not available to any tenant who rents or leases a single-family residential home.**

In the event that You are not eligible for protection under the terms and conditions of the Program, Our only obligation is to refund any Program Fee payments made by You to Us. Once we have paid You this refund, the Program will be voided as of Your Enrollment Date.

### E. PERIOD OF PROTECTION

Program protection initiates 30 days after Your Enrollment Date and will continue for the Term listed on Your Confirmation Letter. Your Program Term may be automatically extended provided You make timely payments to Us at the then-current annual Program Fee. If You purchase an additional Term without a Lapse of Coverage, Your covered period of protection will remain the

Program Effective Date listed on Your Confirmation Letter. If the Program lapses as outlined under "Lapse of Coverage," You may re-enroll in the Program at any time subject to a new Enrollment Date and Effective Date, which will be 30 days after Your new Enrollment Date.

### F. HOW TO GET SERVICE AND YOUR RESPONSIBILITIES

- If You suspect there is a leak or break to Your Water Supply System or clog or blockage of Your Wastewater Drainage System, You must contact Us toll-free at 1-866-430-0819 to request Our emergency service. We will arrange to have an approved, independent contractor call You to make arrangements to come out to Your home. Following that call, the independent contractor will be dispatched to Your home within 24 hours to perform Our emergency service.
- If the cost to perform Our emergency service exceeds the Program limit of \$1,500, it is Your responsibility to pay Us for any additional costs over \$1,500.
- It is Your responsibility to pay the Service Fee to Our independent contractor immediately upon completion of Our emergency service.
- It is Your responsibility to cooperate with Us as necessary for Us to provide covered service under the Program including, without limitation, Your promptly providing such additional information or documentation as We may need to request from You.

The limits outlined above on the protection We provide under the Program are described in greater detail below under Contract section entitled "Limit Of Protection". If repair costs exceed any Program limit, You will be advised of such additional costs before the work is performed. It is Your responsibility to pay Us for any additional repair costs and We will send You an invoice to collect such monies. It is Your responsibility to secure permission (right-of-way) associated with Our gaining access to repair Your Water Supply System or Wastewater Drainage System that may pass through property that You do not own.

### G. LIMIT OF PROTECTION

• The maximum amount We will pay for any covered Water Supply System or Wastewater Drainage System emergency repair service under the Program is \$1,500 per occurrence.

If a permit is required to perform any repair service under the Program, We will obtain proper permitting before work will commence. Any repair service We perform to Your Water Supply System or Wastewater Drainage System will comply with applicable plumbing code requirements. Any subsequent repair service We provide to repair the same portion of Your Water Supply System or Wastewater Drainage System that occurs within 60 days of a prior-covered repair service We provided You, will be considered as part of that prior-covered repair service and limited to the applicable Program limits, per occurrence outlined above. **You will not, unless at Your own expense, engage a contractor or otherwise incur costs to repair Your Water Supply System or Wastewater Drainage System on Our behalf.** You may neither transfer the Program to a new owner of Your home nor transfer the Program to a different residence owned by You.

### H. LIMITED WARRANTY

Subject to the terms and conditions stated in this Contract, We warrant that We will pay the cost to provide Our emergency service to repair leaks or breaks to Your Water Supply System and clear or repair clogs or blockages of Your Wastewater Drainage System under the Program that result from normal wear and usage. This warranty applies only to covered repair services and is subject to the limits on the amount We will pay as described in this Contract. We assume responsibility for all repairs completed by Our contractors. We warrant that all materials used and labor provided in completing repairs will comply with local or state codes and manufacturer's specifications. We will replace materials or re-perform repairs at Our expense, if they are found to be defective. We make no other express or implied warranties or guarantees of any kind, and any implied warranties or guarantees are expressly disclaimed, except for the warrant of good faith and fair dealing.

### I. THIS AGREEMENT DOES NOT COVER

The Program does not cover the following:

- A Water Supply System 1) not connected to a public or municipal water system; 2) connected to a private well.
- A Wastewater Drainage System with a connection to or from any non-conforming drain line such as a basement or storm drain system.
- Any leak or break in the Water Supply System or clog or blockage of the Wastewater Drainage System 1) known to you and incurred or existing prior to Your Effective Date; 2) caused by the actions of You or third parties; 3) caused by natural disasters, or acts of nature, including, but not limited to, earthquakes, floods, landslides, sinkholes or any other insurable cause.
- Any leaking 1) fixtures and appliances, including appliance kit supply tube lines, beyond the shut-off valve; 2) or running toilet tanks, bowls or inside flush or fill mechanisms; 3) faucets, spouts, showerheads, diverters or hot water dispensers.
- Any clog or blockage of Your Water Supply System or any leak or break of Your Wastewater Drainage System not resulting from a clog or blockage.
- Any section of water or wastewater lines owned by others outside this Program to which Your Water Supply System or Wastewater Drainage System is attached.
- Clogged or blocked lift stations, pumps, garbage disposals, grinders or any other mechanical devices connected to either Your Water Supply System or Wastewater Drainage System.
- Any portion of Your Water Supply System located under Your home or extending outside Your home such as lines and pipes to outdoor faucets, sprinkler systems, and pools.
- Any portion of Your Wastewater Drainage System extending outside Your home.
- Any repair required as a result of any local, city, state or federal agency inspection of Your Water Supply System or Wastewater Drainage System unless otherwise covered under the Program.
- Any damage to the inside of Your home, including personal property, due to a leak in the Water Supply System or backup of the Wastewater Drainage System.
- Repairs to walls, ceilings or any surfaces inside Your home necessary for Our independent contractor to access and repair Your Water Supply System or Wastewater Drainage System.
- Movement of household items necessary to access and repair Your Water Supply System or Wastewater Drainage System, including but not limited to furnishings and storage materials.
- Movement of any inside meters at the time of repair, unless required by local code.
- Movement of any working or non-leaking Water Supply System or working or non-blocked Wastewater Drainage System lines.
- Updating non-leaking Water Supply System or non-blocked Wastewater Drainage System lines to meet code, law or ordinance requirements or changes thereto.
- Any dwellings that are not currently occupied due to construction, rehabilitation or renovation, including dwellings that do not possess a current Certificate of Occupancy.
- Any rental dwellings for which Program enrollment is in the tenant's name or any dwellings used for commercial purposes. (Dwelling owners please refer to Contract section entitled "Eligibility for Protection".)
- Any consequential, incidental or special damages You incur, regardless of whether they are caused by Our delays, failure to service (or that of Our contractor) or by conditions beyond Our control. For example, this Program does not cover 1) the cost

of any lost water; 2) the cost of cleaning up, repairing or replacing property inside Your home which is damaged due to a leak in the Water Supply System or backup of the Wastewater Drainage System; 3) costs and expenses incidental to a leak in the Water Supply System or backup of the Wastewater Drainage System such as loss of time, loss of use of Your home and other property, costs to stay at a hotel or to rent a home and costs to move and store property outside Your home; 4) any cost or expense relating to the clean-up or remediation of any hazardous substance or pollutant, including but not limited to asbestos, asbestos fibers or products containing asbestos; and 5) damages You incur due to any special circumstances or conditions.

### J. ADMINISTRATOR'S RIGHTS

We reserve the right to change Your Program Fee and/or the Program terms and conditions with 30 days written notice to You. We reserve the right to transfer or assign Your Program contract. You grant Us the right to obtain customer of record information from Your Water Service Provider or Your Wastewater Service Provider limited to Your name, address, telephone number and any other pertinent information. This information will not be sold to any outside marketing companies.

### K. YOUR RIGHTS

You may file a direct claim against the performance bond insurer listed below upon Our failure to pay any covered but unpaid claim within sixty (60) days after the claim has been filed with us. You may also file a direct claim against the performance bond insurer listed below upon Our failure to pay any refund owed to You under the terms of this Contract.

#### Performance Bond Insurer

Travelers Casualty and Surety Company of America  
399 Thornall Street  
Edison, NJ 08837

### L. CANCELLATION

You may cancel this Program at any time by calling Us toll-free at 1-866-430-0819 or by mailing a cancellation request to American Water Resources, Inc., Attention: Program Administrator, 1410 Discovery Parkway, Alton, Illinois 62002.

If You cancel, the effective date of cancellation is the date We receive Your notice. You have 30 days from Your Enrollment Date to cancel and receive a full refund of any Program Fee payments made. If you are 30 days past due on any full payment of Your Program Fee, including the Service Fee, You will not be eligible for any service under the Program and Your Program participation will be subject to cancellation on ten (10) days prior written notice, until all Program Fees owed are paid in full. If Your Program protection has been cancelled due to non-payment, You may re-enroll in the Program with a new Enrollment Date and new Effective Date. Your Program is subject to cancellation on thirty (30) days prior written notice for fraud or material misrepresentation. Any refund as a result of the cancellation of the contract by either You or Us, will be determined on a prorated basis. If you are owed a refund, it will be provided to You via the most recent method by which You chose to pay Your Program Fee.

### M. PAYMENT

• **Payment Obligation** – You agree to pay Us the amount of the Program Fee for each Term that You are enrolled in the Program. Your payments shall be made using the payment method that You selected at enrollment or when You renewed the Program for an additional Term(s). Your payments shall be made according to the terms of Your payment method, which are set forth below.

• **Payment Method** – You authorize Us to arrange for payment of Your Program Fee to be added to Your periodic bill from Your Water Service Provider or Wastewater Service Provider. Your Program Fee payment will be divided by the number of times per year that Your Water Service Provider or Wastewater Service Provider currently bills You. If You are 30 days past due on any full payment of Your Program Fee, including the Service Fee, You will not be eligible for any service under the Program and Your Program participation will be subject to cancellation without notice, until all Program Fees owed are paid in full. Your payments to Your Water Service Provider or Wastewater Service Provider will first be applied to Your billed utility fees and lastly to Your Program Fee. Any special payment arrangements, including partial payments, You make with Your Water Service Provider or Wastewater Service Provider for Your billed utility fees will not extend the 30 day time period for which any full payment of Your Program Fee is due. Failure to make payment of Your Program Fee will not affect continuation of Your water/sewer utility service.

If You pay for the Program by check or credit card, at the conclusion of Your annual enrollment, Your renewal will be billed to Your Water Company's Water Bill in equal installments. You may elect not to have Your payments billed through this option by contacting the Administrator at 1-866-430-0819 forty-five (45) days before the end of Your current annual enrollment.

### N. TAXES

We will collect any and all appropriate taxes if required by the local municipal government(s), county government or the State of Georgia. These taxes will be collected on each of Your periodic bills from Your Water Service Provider or Wastewater Service Provider. This program is not currently taxed in the State of Georgia.

### O. LIMITATION OF LIABILITY

The liability of the Administrator, its affiliated companies, its officers, employees, contractors and/or agents to You, or to any other third party or person, for damages resulting from the provision of, or failure to provide services under this Program, or as the result of any fault, failure, defect or deficiency in any service, labor, material, work or product furnished in connection with this Program shall be limited to an amount not to exceed the maximum amounts per occurrence outlined in the Contract section entitled "Limitation of Protection". In no event, however, shall the Administrator, its affiliated companies, its employees, agents and contractors have any liability for direct, indirect, special, incidental, consequential (as described above), or punitive (damages to punish Us for any wrongdoing) damages or attorney fees resulting from the provision of or failure to provide service under this Program, or from any fault, failure, defect or deficiency in any service, labor, material, work or product furnished in connection with this Program. These limitations of, and exclusions from, liability shall apply regardless of the nature of the claim or the remedy sought.

**The Program is not an insurance contract or policy, however, obligations are insured by the surety bond listed under the Contract section entitled "Your Rights". You may file a direct claim against the performance bond insurer upon Our failure to pay any covered but unpaid claim within sixty (60) days after the claim has been filed with Us. Performance Bond Insurer; Travelers Casualty and Surety Company of America, 399 Thornall Street, Edison, NJ 08837. The Program provides for the cost to provide Our emergency service to repair leaks or breaks to Your Water Supply System and clear or repair clogs or blockages of Your Wastewater Drainage System under the Program that result from normal wear and usage. This Contract constitutes the entire agreement between Us and You, and there are no other promises or conditions in any other agreement whether written or oral.**