



# 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 Long Island American Water, is dedicated to offering products and services that enhance those services currently offered by Your regulated water provider and Your local Wastewater Service Provider.

#### A. IN-HOME PLUMBING EMERGENCY PROGRAM

This service contract 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. Obligations of the Administrator under this Contract are backed by the full faith and credit of the Administrator.

#### B. WHAT THIS AGREEMENT COVERS

American Water Resources, Inc.'s In-Home Plumbing Emergency Program will, subject to the terms and conditions outlined below, cover the costs associated with Our emergency service to 1) repair leaks or breaks to the Water Supply System inside Your home and 2) clear or repair a blockage of the Wastewater Drainage System inside Your home 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 form is received, processed and confirmed 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.

• **Service Fee** means the \$50 fee You must pay each time We dispatch an approved, independent contractor to Your home to investigate or service Your 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 emergency service.

• **Term** means the period of time, from the Program Effective Date, Your Program will be in effect. The Program Term is annual (365 days) 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.

• **Water Supply System** means the system of permanent internal pipes and connecting fittings 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. The Program does not cover any portion of the exterior water supply line or pipe leading to or under Your home or any water supply lines or pipes that extend outside Your home such as those to outdoor faucets, sprinkler systems, pools or other structures not directly attached to Your home.

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

• **You and Your** mean 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 is located. The Water Supply System must be free of leaks and breaks and in working order and the Wastewater Drainage System must be free of clogs and blockages and in working order prior to Your Effective Date in the Program.

**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 Your property is not eligible for coverage under the terms and conditions of the Program, Our only obligation is to refund any 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. Your protection 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 until 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.

#### F. HOW TO GET SERVICE UNDER THE PROGRAM

- If You suspect there is a leak or break in the Water Supply System or clog or blockage of the 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 maximum of \$1,500 per occurrence, it is Your responsibility to pay any additional costs.
- It is also Your responsibility to pay the Service Fee to Our authorized service provider 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 limit on the protection that We provide under the Program is described in greater detail below under the heading "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 for all expenses over the \$1,500 Program limit maximum. 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 emergency 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 emergency service We provide to the Water Supply System or Water Drainage System will comply with local applicable plumbing code requirements. Any subsequent emergency service We provide to repair the same portion of the Water Supply System or Water Drainage System that occurs within 60 days of a prior-covered emergency service We provided to You, will be considered as part of that prior-covered emergency service and limited to the Program's \$1,500 per occurrence limit. **You will not, unless at Your own expense, engage a contractor or otherwise incur costs to service the Water Supply System or Wastewater Drainage System on Our behalf.**

#### H. TRANSFERABILITY

You may not transfer this Contract or any of the rights, duties or obligations hereunder to any third party, including any person who purchases Your home. In addition, You may not transfer this Program to a different residence owned by You.

#### I. LIMITED WARRANTY

Subject to the terms and conditions stated in this Contract, We warrant that We will pay the cost to provide emergency service to repair leaks or breaks to the Water Supply System in Your home and clear or repair clogs or blockages to the Wastewater Drainage System in Your home under the Program that result from normal wear and usage. This warranty applies only to covered emergency 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.

#### J. 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) incurred or existing prior to Your Program 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 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 the Water Supply System or any leak or break in the Wastewater Drainage System not resulting from a clog or blockage.
- Any portion of the Water Supply System or Wastewater Drainage System owned by others outside of this Agreement.
- 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 the Water Supply System located outside or under Your home.
- Any portion of the Wastewater Drainage System located outside Your home or vent lines.
- Any service required as a result of any local, city or state agency inspection of the Water Supply System or Wastewater Drainage System.
- Any damage to the inside of Your home due to a leak in the Water Supply System or backup of the Wastewater Drainage System.
- Any damage to finished or unfinished walls, floors, ceilings or other surfaces inside Your home necessary for Our independent contractor to access and repair the Water Supply System or Wastewater Drainage System.
- Movement of household items necessary to access and repair the Water Supply System or Wastewater Drainage System, including but not limited to furniture, storage, rocks or materials.
- Any rental dwellings for which Program enrollment is in the name of the tenant or any dwellings used for commercial purposes. (Unit owners please refer to "Eligibility for Protection".)
- Updating non-leaking or non-blocked 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.
- Movement of any working Water Supply System or Wastewater Drainage System pipes for any reason.
- Movement of any inside meters at the time of repair, unless required by local code.

• Any consequential, incidental or special damages You incur, regardless of whether they are caused by delays, failure to service or for conditions beyond the control of the Administrator. For example, the 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; and 4) damages You incur due to any special circumstances or conditions.

#### K. ADMINISTRATOR'S RIGHTS

We reserve the right to change Your Program fee and/or the Program terms and conditions with thirty (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 and any other pertinent information. This information will not be sold to any outside marketing companies.

#### 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. If no claim has been made under this Contract and You return the Contract within thirty (30) days after Your Enrollment Date, the Contract shall be void and the Administrator shall refund to You the full purchase price of the Contract. If the Administrator does not provide You with a full refund within thirty (30) days after returning the Contract to Administrator, a ten percent (10%) penalty per month shall be added to the amount You are owed. If You are thirty (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. 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. We reserve the right to cancel the Program at any time upon sixty (60) days written notice to You.

Except as set forth above, any refund as a result of the cancellation of the contract by either You or Us, will be determined on a prorated basis less the cost of any repair service performed under the Program. 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 may make payment of Your Program Fee to Us by check or, when offered, a direct debit payment taken directly from the bank account You designate. All direct debit payments are governed by the "Terms of Authorization" provided to You. The amount of Your check or direct debit must be for the full Program Fee, including any applicable taxes, unless at the time of enrollment You agreed to pay Your Program Fee under a multi-payment option arrangement. In the event that Your check is returned for Non-Sufficient Funds or Your direct debit is unable to be processed or is not valid for any reason, Your status in the Program will be terminated as of Your Enrollment Date without notice.

You may make payment of Your Program Fee to Us by authorizing a charge to Your credit card account (Visa/MasterCard/Discover only). The charge to Your credit card account must be for the full Program Fee, including any applicable taxes, unless at the time of enrollment You agreed to pay Your Program Fee under a multi-payment option arrangement. For credit card customers only, this Program will be extended automatically for successive one (1) year Terms. You grant Us the right to automatically charge Your credit card each year at the then-current Program Fee until We receive Your cancellation request as set forth above in the Contract section entitled "Cancellation". You may cancel the automatic charge to Your credit card and make payment of Your Program Fee by check by mailing a request and Your payment to American Water Resources, Inc., Attention: Program Administrator, 1410 Discovery Parkway, Alton, Illinois 62002. If Your credit card charge is unable to be processed or is not valid for any reason, Your status in the Program will be terminated as of Your Enrollment Date without notice. In the event of Cancellation as provided above, the refund described in the Cancellation paragraph will be credited to Your credit card account.

#### N. TAXES

We will collect any and all appropriate taxes if required by the local municipal government(s), county government or the State of New York. These taxes will be collected at the time of payment.

#### O. LIMITATION OF LIABILITY

The liability of the Administrator, its affiliated companies, its officers, directors, 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 emergency 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 \$1,500 per occurrence. In no event, however, shall the Administrator, its affiliated companies, its officers, directors, employees, contractors, and agents 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. The Program provides for emergency service to repair leaks or breaks to the Water Supply System in Your home and clear or repair clogs or blockages to the Wastewater Drainage System in Your home 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.**