

# IN-HOME PLUMBING EMERGENCY INSURANCE POLICY

Virginia Surety Company, Inc  
175 West Jackson Blvd  
Chicago, IL 60604

Please read this **Policy** and retain it for **Your** records.

The purchase of this **Policy** is not mandatory and may be waived.

## DEFINITIONS

• **Administrator** means American Water Resources, Inc., 1410 Discovery Parkway, Alton, Illinois 62002. Toll-Free 1-888-207-5795.

• **Confirmation Letter** means the acknowledgement letter **You** will receive from the **Administrator**. The **Confirmation Letter** will include the following information:

- **Your Name**
- **Your Covered Address**
- **Your Policy Number**
- **Your Effective Date**
- **Your Policy Premium**

• **Effective Date** means the date coverage begins under this **Policy**, which is thirty (30) days after **Your Enrollment Date**.

• **Enrollment Date** means the date **Your** enrollment is received, processed, and confirmed by the **Administrator**.

• **Service Fee** means the \$50 fee **You** must pay each time the **Administrator** dispatches an authorized service provider to **Your** home to investigate or service **Your Water Supply System** or **Wastewater Drainage System**.

• **Wastewater Drainage System** means the system of permanent internal drains and pipes that collect and carry water and wastes throughout **Your** home to **Your** home's external sewer system. This **Policy** covers all drain lines and pipes that carry water from sinks, showers and tubs and all waste lines and pipes, from toilets (blocked toilets are covered) to the point where such lines and pipes exit **Your** home.

This **Policy** does not cover any portion of the exterior wastewater line or pipe leading away from **Your** home. In addition, it does not cover any pumps or mechanical devices that may be connected to **Your Wastewater Drainage System**.

• **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, this **Policy** 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, this **Policy** 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.

This **Policy** does not cover any portion of the exterior water supply line, the meter, 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** means Virginia Surety Company, Inc. 175 West Jackson Blvd., Chicago, IL 60604.

• **You** and **Your** means the **Policy** holder named in the **Confirmation Letter**.

## A. COVERAGE

This **Policy** is between **Us** and **You**. **We** agree to arrange for a contractor to repair leaks or breaks to **Your Water Supply System** and clear or repair a blockage of the **Wastewater Drainage System** inside **Your** home due to normal wear and tear.

## B. ELIGIBILITY

**You** must be a residential homeowner of, and owner of the residence in which the **Water Supply System** and **Wastewater Drainage System** is located. Prior to **Your Effective Date** the **Water Supply System** must be in working order and free of leaks and the **Wastewater Drainage System** must be in working order and free of clogs and blockages.

Homeowners of multi-unit dwellings such as condominiums, town homes or duplexes are eligible only if **You** have ownership and maintenance responsibility for coverage provided under this **Policy** as described under "Section A - Coverage." This **Policy** is not available to any tenant who rents or leases a single-family residential home.

## C. COVERAGE PERIOD

Coverage under this **Policy** will begin thirty (30) days after **Your Enrollment Date**. **Your** coverage will continue on a monthly basis provided **You** make payments to **Us** for the periodic **Policy** premium.

This **Policy** will renew automatically on a monthly basis and will continue to renew until canceled or non-renewed by **You** or **Us**, or **You** are thirty (30) days past due on any periodic **Policy** payment.

## D. YOUR RESPONSIBILITIES

If **You** suspect there is a leak to **Your Water Supply System** or blockage of **Your Wastewater Drainage System**, **You** must contact the **Administrator** at toll-free 1-888-207-5795 to request service. The **Administrator** will arrange to have an approved, independent contractor call **You** to set up a time to come out to **Your** home. After that call the contractor will be dispatched to **Your** home within 24 hours for emergency service.

Meaningful service will be initiated within 72 hours from the time **You** call the **Administrator** and completed as soon as reasonably possible. If no meaningful service is initiated within said time limits and **You** have been available during that time, then **You** may engage **Your** own licensed contractor at **Our** expense.

If the cost to perform **Our** service exceeds the **Policy** limit of \$1,500 per occurrence, it is **Your** responsibility to pay any additional costs over \$1,500. Any costs in excess of the \$1,500 **Policy** limit will be stated to **You** before work is performed and the **Administrator** will send **You** an invoice for all expenses over the \$1,500 **Policy** limit. It is also **Your** responsibility to pay the **Service Fee** to the authorized service provider immediately upon completion of service.

In the event **You** need to contact someone about this **Policy** for any reason, please contact **Our Administrator** to make a claim or inquire about coverage.

If **You** are unable to contact or obtain satisfaction from **Us** through **Our Administrator**, **You** may contact the Virginia Bureau of Insurance at P.O. Box 1157, Richmond, VA 23218; telephone number 1-800-371-9741. Written correspondence is preferred so that a record of **Your** inquiry is maintained. When contacting **Your** agent, company, or Bureau of Insurance, have **Your Policy** number available.

## E. LIMIT OF LIABILITY

The maximum amount **We** will pay for any covered service under the **Policy** is \$1,500 per occurrence. Before performing service, if a permit is required, the **Administrator** will obtain proper permitting before work will commence. Any service **We** provide to **Your Water Supply System** or **Wastewater Drainage System** will comply with local applicable plumbing code requirements.

Any subsequent emergency 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 service **We** provided to **You**, will be considered as part of that prior-covered service and limited to the \$1,500 per occurrence limit.

**You** will not, unless at **Your** own expense, engage a contractor or otherwise incur costs to service **Your Water Supply System** or **Wastewater Drainage System** on **Our** behalf.

## F. THIS POLICY DOES NOT COVER

- **A Wastewater Drainage System** 1) not connected to a public or municipal sewer system; 2) with a connection to or from a septic system, tank or leach field; 3) with a connection to or from any non-conforming drain line such as a basement or storm drain system.
- **Any leak in the Water Supply System** or blockage of the **Wastewater Drainage System** 1) incurred or existing prior to **Your Policy Effective Date**; 2) caused by the actions or negligence 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 fixtures and appliances, including appliance kit supply tube lines, beyond the shut-off valve.**
- **Any leaking or running toilet tanks, bowls or inside flush or fill mechanisms**
- **Any leaking faucets, spouts, showerheads, diverters or hot water dispensers.**
- **Any portion of the Water Supply System** or **Wastewater Drainage System** owned by others outside of this **Policy**.
- **Blocked lift stations, ejector pumps, garbage disposals, grinder pumps or any other mechanical devices connected to Your Wastewater Drainage System.**

• **Any portion of Your Water Supply System** located outside or under **Your** home

• **Any portion of Your 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 Your 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 the 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 furniture and storage.**

• **Any rental dwellings for which Policy enrollment is in the name of the tenant or any dwellings used for commercial purposes. (Unit owners please refer to "Section B - Eligibility".)**

• **Updating non-leaking or non-blocked lines to meet code, law or ordinance requirements or changes thereto.**

• **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 Policy 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.**

## G. PREMIUM AND/OR PROVISION CHANGES

**We** reserve the right to modify **Your Policy** premium and/or the **Policy** provisions with thirty (30) days written notice to **You** prior to implementation. **You** may terminate coverage by giving written notice at any time prior to the effective date of the change.

**You** grant the **Administrator** the right to obtain **Your** customer of record information from Virginia American Water limited to **Your** name, address and telephone or other contact number. This information will be provided to Virginia Surety Company, Inc., the issuer of this insurance **Policy** and will be kept confidential by the **Administrator** and **Us**. This information will not be sold to any outside marketing companies.

## H. CANCELLATION

This **Policy** shall be:

1. Cancelable by **You** at any time by calling 1-888-207-5795 or by mailing a cancellation request to American Water Resources, Inc., Attention: **Administrator**, 1410 Discovery Parkway, Alton, Illinois 62002. If **You** cancel, the effective date of cancellation is the date American Water Resources, Inc. receives **Your** request. **You** have thirty (30) days from **Your Enrollment Date** to cancel and receive a full refund of any premium payments made. If **You** cancel more than thirty (30) days after **Your Enrollment Date** **You** will receive a pro-rata refund of the current **Policy** premium, less the cost of any service performed under this **Policy**.
2. This **Policy** shall be non-cancelable by **Us**, except for:
  - a) Nonpayment of **Policy** premiums; or
  - b) Fraud or misrepresentation; or
  - c) The event that **Your** property is not eligible for coverage under this **Policy**, **Our** only obligation is to refund any premium payments made by **You** to **Us**. Once **We** have paid **You** this refund, the **Policy** will be voided as of **Your Enrollment Date**.
3. **Your Policy** will be subject to cancellation once **You** are thirty (30) days past due on any payment for this **Policy**. If **Your Policy** has been cancelled due to non-payment, **You** may re-enroll and receive a new **Enrollment Date** and new **Effective Date**.

Any refund as a result of the cancellation of the **Policy** by either **You** or **Us**, will be determined on a pro-rata basis of the current **Policy** premium less the cost of any service performed under this **Policy**. If **You** are owed a refund, it will be processed via the payment method **You** chose to pay for the **Policy**.

Notice of cancellation by **Us** will be in writing and will include the reason and effective date of cancellation.

#### **I. TRANSFER OF POLICY**

**You** may neither transfer this **Policy** to a new owner of the covered property nor transfer this **Policy** to a different residence owned by **You**.

#### **J. POLICY PAYMENT ARRANGEMENTS**

Payment of **Policy** premium may be done in the following way:

**You** authorize the **Administrator** to arrange for the required periodic premium payment to be added to **Your** Virginia American Water bill. **Your Policy** will be subject to cancellation once **You** are thirty (30) days past due on any premium payment. **Your** payment to Virginia American Water will first be applied to **Your** utility fees and lastly to **Your Policy** premium. Failure to make payment for the **Policy** will not affect continuation of **Your** water utility service.

AMNR