

Terms and Conditions

Please note these are general terms. Refer to your specific service territory agreement for terms pertaining to your area by logging in to your account. Service Agreement for Your Water Service Line Protection Plan (“Plan”) Coverage.

What is covered under the Plan

The Plan covers all parts, material, and labor required to repair or replace your leaking external service line, not including the curb box, up to the Plan coverage limit. The determination of whether and with what to repair or replace your leaking service line is at the discretion of Homeowner Safety Valve Company (the “Company”) or its agent. Plan coverage also includes excavation, paving, loaming, and seeding of the lawn as required in the area of the repair or replacement. Plan coverage does not include removal of trees. Restoration to any area disturbed by the repair that is on Your Property and outside Your Residence is limited to: filling, raking, and reseeding of grass, reinstallation of existing soft landscaping and shrubbery and patching of paved surfaces. We cannot guarantee the survival of any living materials disturbed by the repair and will not be responsible for the replacement of any decorative paving, pathways, or landscaping. Safety Valve will only perform one restoration.

Benefit Limit:

In addition to your total annual coverage limit, there is a maximum benefit of \$6,000 for each service call. Any repair or replacement and restoration charges beyond Your Service Call benefit limit are Your responsibility.

Exclusions: What is NOT covered under the Plan

The Plan specifically excludes service to the following: (a) any external water service line over 300 feet in length, regardless of where the leak may occur on the line; (b) main shut-off house valve; pressure reducing valve; booster pump; meter pit frame or cover; swimming pool, lawn or fire sprinkler systems; (c) raise or lower curb boxes, repair curb boxes or replace missing or broken curb box covers; (d) any leaks inside the premises beyond the main shut-off valve in the house; (e) repair or replace water lines that are in a wetlands area or run under (over or through) a body of water such as lake, river, stream, pond, ocean, swimming Pool (whether above or below ground); (f) portions of a water line underneath concrete slabs, floors, patios, steps, porches, decks, stone walls, fences, and other structures as determined by HOSV; (g) any other part not specifically listed in the brochure under the description of the Plan; (h) equipment, including but not limited to service lines, damaged directly or indirectly as a result of you or any other party working or excavating on your property or in the vicinity of such service lines. any work required as a result of conditions beyond HOSV control, including but not limited to negligence, misuse, improper installation, back pitch issues, acts of God, damages caused by earthquake, aftershocks, volcanic eruption, landslide, natural disaster, flood, sinkhole, civil disobedience, riot, war, or changes in law or local ordinance; this Plan does not cover any damages caused by the freezing or thawing of service lines. Water pressure related issues are not covered; (i) shutting on and off water at the curb box or meter pit is the homeowner’s responsibility; (j) rerouting of the water line is not covered.

Your Responsibility

IF YOU SUSPECT YOU HAVE A SERVICE LEAK, YOU ARE RESPONSIBLE FOR REPORTING IT TO YOUR WATER DEPT & SAFETY VALVE AT 1-800-713-1613 service 24 hours a day / 7 days a week. If a service leak on your property causes a slippery or hazardous condition on your property, any other property, or any public street, you remain solely responsible for making such area safe. THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGE CAUSED BY SUCH ICING OR OTHER SLIPPERY OR HAZARDOUS CONDITION.

Other Conditions/Restrictions

1. Eligibility:

The residential Water Service Line Protection Plan is available only for one through six-family residential dwellings located in a service territory where the Company is offering this Plan, and your water service line must have a diameter of no more than 2 inches with a water service line length no greater than 300 feet. Plan membership covers only one metered service line. Separate Plan coverage is required for each additional service line on a property whether or not the additional line is individually metered. The Plan is not available to apartment buildings or condominium units or complexes. Seasonal or property having remained unoccupied for more than [90] days, commercial or mixed-use properties are not eligible for Plan coverage. Covered service lines must conform to all applicable regulations. The customer must own the property traversed by the water service line, or they must show proof of a valid Right of Access that permits access for the repair and /or replacement of the water service line if it crosses any intervening property (whether common or private). Service lines that cross intervening properties without a valid Right of Access are not covered under the Plan. Property owners with an external water line that is shared or connected with other premises or property, are not covered and are not eligible to enroll in Plan. The Company reserves the right to deny Plan coverage for any reason.

1. Enrollment:

Coverage begins 30 days after the Company receives your enrollment form and payment. Payment must be made in full, no partial payments accepted. A \$25.00 fee will be charged for returned checks. All covered parts must be in good operating condition on the date Plan coverage begins. Any leaks that exist prior to Plan enrollment will not be covered. The Company reserves the right to make an on-site inspection of your service line before accepting any responsibility under the Plan.

2. Termination/cancellation of Plan:

The Company reserves the right to terminate a Plan if a service person responding to a service call at your home determines that one or more of the following conditions exists: (a) the service line does not conform to all applicable regulations; (b) the service line otherwise does not qualify under the Plan; or (c) the area is unsafe working conditions that you refuse to remedy. Failure to provide access to or otherwise permit the servicing of any parts necessary to maintain the parts covered under the Plan will automatically terminate the Plan. If a contract is revoked for any of the above reasons, the Company will refund the amount you have paid for coverage for that year. The Company reserves the right to discontinue coverage if the residential dwelling does not meet the eligibility requirements. If eligibility is denied, only the last payment will be refunded. If you fail to pay your annual fee by its expiration date or if you move outside the Homeowner Safety Valve Company service area, your Plan will be cancelled. If you allow your plan to expire and wish to re-enroll you will be subject to a 30-day waiting period. In neither case will you receive a prorated refund. If you move, you may transfer the remaining balance of this Plan to a subsequent Purchaser. This transfer must be completed within thirty (30) days from the date of sale by calling 1-800-713-1613. The Company reserves the right to discontinue the Plan at the end of its existing term or otherwise at the complete discretion of the Company.

3. Damages:

THE COMPANY WILL NOT BE HELD LIABLE FOR ANY DAMAGE CAUSED TO YOUR PERSON OR PROPERTY UNLESS SUCH DAMAGE IS THE RESULT OF THE NEGLIGENCE OF THE COMPANY OR ITS AGENTS. THE COMPANY WILL IN NO EVENT BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO WATER DAMAGE OR COSTS OF

INCREASED WATER CONSUMPTION CAUSED BY SERVICE LINE LEAKS.

4. Response Time:

Response time may vary based on several factors, including but not limited to weather conditions, workload, and staffing. In cases where an outside excavation needs to occur, you acknowledge that these services require the coordination of municipal permitting and utility mark-out requirements, which are beyond the direct control of the HOSV. If there is an unsafe working condition present, the Company reserves the right to delay service to your premises until you make the area safe.

5. Your Responsibilities When You Make a Claim:

You must call Safety Valve to arrange for service in order for repairs to be covered. All work under the Plan must be performed by the Company or a Company-referred contractor. The Company will not pay for work otherwise covered under the Plan if such work is performed by a contractor hired by you or anyone else other than the Company. This plan is not a preventive maintenance plan.

REPAIR AMOUNTS PAYABLE BY YOU. In the unlikely event the repair estimate exceeds the maximum benefit of \$6,000 for each service call coverage, you will be required to pay the difference directly 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.

6. Renewals:

The Company will mail to you a renewal statement before the expiration of your Plan. Information and prices contained in this service agreement, brochure and enrollment form are accurate as of 7/1/23. The Company reserves the right to change the coverage or price of the Plan without prior notice. To cancel or change your Plan to a new premises, please call SAFETY VALVE at 1-800-713-1613.

7. Our Contact Details:

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

- Call us at 1-800-713-1613 (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
- Visit our website at www.safetyvalveplans.com

8. Your Service Agreement:

Coverage and Documents Please read these documents carefully and consult your homeowner's insurance, whole-home warranty, and other coverage 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.

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 so long as no claims have been made and serviced.

9. 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.