

For Customers of the New Britain Water Department

Please retain this Service Agreement as the only record of your coverage.

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 perform the services listed in the brochure under the description of the Plan 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 includes excavation, paving, loaming, and seeding of the lawn as required in the area of the repair or replacement. 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 \$6000 for each service call. Any repair or replacement charges beyond Your Service Call benefit limit are Your responsibility

Exclusions: What is NOT covered under the Plan

This Plan specifically excludes service to the following: (a) main shut-off house valve; (b) pressure reducing valve; (c) booster pump, (d) meter pit frame or cover; (e) curb box adapter and/or cover; (f) lawn and/or fire sprinkler lines and systems; (g) any leaks inside the premises beyond the main valve in the house; (h) any part not specifically listed in the brochure under the description of the Plan; (i) equipment, included but not limited to, service connections or service lines, damaged directly or indirectly as a result of you or any other party working or excavating on the property or in the vicinity of such connections or service lines. This Plan does not cover any work required as a result of unusual circumstances, including but not limited to earthquake, aftershocks, volcanic eruption, landslide, natural disaster, sinkhole, civil disobedience, riot, or war. This Plan does not cover any damages caused by freezing.

Customer Responsibility

In the event of a service leak, you are responsible for notifying NEW BRITAIN WATER DEPARTMENT at (860) 826-3536 Monday thru Friday from 7:00 A.M. to 3:30 P.M. After hours please call (860) 826-3546 as soon as is practical.

If a service leak on the property causes a slippery or hazardous condition on the 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 AND/OR OTHER SLIPPERY OR HAZARDOUS CONDITION.

Other Conditions/Restrictions

1. *Eligibility:* The residential Service Line Protection Plan is available only for one through six-family residential dwellings located in NEW BRITAIN WATER DEPARTMENT service territory with a service line size no greater than 3 inch in diameter. In order to be eligible for coverage, such service lines must conform to all applicable regulations. The Company reserves the right to deny Plan coverage for any reason. Plan membership covers only one service connection and/or service line. Separate Plan coverage is required for each additional service connection and/or service line on a property whether or not the additional connection or line is individually metered. The Plan is not available to condominium units or complexes. Seasonal properties are not eligible for Plan coverage.

2. *Enrollment:* Coverage begins 30 days after the Company receives your enrollment form and payment. A \$12.00 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 the service line before accepting any responsibility under the Plan.

3. *Termination/cancellation of Plan(s):* The Company reserves the right to terminate a Plan if any service person responding to a service call at the customer's home determines that one or more of the following conditions exists: (1) the service line does not conform to all applicable regulations; (2) the service line otherwise does not qualify under the Plan; or (3) there are unsafe working conditions that the customer refuses 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 paid for coverage for that year. If you fail to pay your annual fee or if you move outside of the New Britain Water Department 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 within the New Britain Water Department service area, you may transfer your Plan to your new residence, provided that the service line at your new residence complies with all applicable requirements.

The Company also reserves the right to discontinue the Plan at the end of their existing term or otherwise at the complete discretion of the Company.

4. *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.

5. *Response Time:* The Company or its agent will promptly respond to requests for service 24 hours a day/7 days a week. Response time may vary based on several factors, including but not limited to weather conditions, workload, and staffing levels. In most cases, the Company or its agent will dispatch repair crews within 24 hours. 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.

6. 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 other than the Company.**

7. *Renewals:* The Company will mail to you a renewal invoice before the expiration of your Plan. Information and prices contained in this service agreement, brochure and enrollment form are accurate as of 11/1/21. 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.

For an expanded list of Terms & Conditions, please visit our website at www.safetyvalveplans.com