



## NEW YORK CITY WATER SERVICE LINE PROTECTION PROGRAM TERMS AND CONDITIONS

### 1. What Is This Agreement?

This is an Agreement ("Agreement") between American Water Resources, LLC, 1415 W Diehl Rd, Suite 270, Naperville, Illinois 60563 ("AWR") and the person ("You" or "Your") named in the confirmation letter ("Confirmation Letter") that came with this Agreement. It requires AWR to make certain repairs to the property named in the Confirmation Letter ("Your Home"). It is not an insurance contract. Please read it and keep it. AWR's obligations under this Agreement are backed by the full faith and credit of AWR.

**Please see Section 29 for additional information applicable to Your State. Certain repairs and events are not covered by this Agreement. Please refer to the exclusions listed in Section 7 of this Agreement.**

### 2. When Does Your Protection Start?

AWR will service covered repairs on or after the effective date stated in the Confirmation Letter ("Effective Date"), which will be thirty (30) days after Your enrollment is processed by AWR ("Enrollment Date"). If You do not cancel this Agreement before the Effective Date, You will have accepted its terms and conditions.

### 3. When Does Your Protection Stop?

The initial term of this Agreement is one year (365 days) from the Enrollment Date.

**THIS AGREEMENT WILL AUTOMATICALLY RENEW EACH YEAR FOR AN ADDITIONAL ONE-YEAR TERM UNLESS YOU OR AWR HAVE CANCELLED THIS AGREEMENT, OR YOU HAVE BEEN AUTOMATICALLY UN-ENROLLED DUE TO A DELINQUENCY ON YOUR NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION WATER AND WASTEWATER CHARGES THAT EXCEEDS \$500 OF PAST DUE CHARGES PAST DUE BY SIX OR MORE MONTHS.**

### 4. What Homes Are Protected?

AWR will only service repairs under this Agreement if:

- You own Your Home; and
- You are responsible for maintaining Your Home's Water Line; and
- Your Home has a water line with a diameter of two inches or less; and
- Your Home consists of sixteen (16) or less units and is used for residential or

mixed residential/commercial purposes; and

- Your Home is habitable.

If at any time You are not eligible for protection, AWR will not service or pay for any repairs under this Agreement.

### 5. What Lines Are Protected?

Your water line is the water service line (including combined fire and domestic water service line) from the water meter or main shutoff valve inside Your Home, whichever is closer to the foundation wall of Your Home, to the point where it connects to (i) the water main owned by the New York City Department of Environmental Protection ("DEP"); (ii) a private water main; or (iii) a common/trunk line ("Water Line"). Your Water Line **includes** water shut-off devices, such as curb side valves and any lateral line inter-connectors, including taps and saddles. Your Water Line does **not** include: (a) a private water main; (b) a common/trunk line; (c) the water meter; (d) the water meter pit; or (e) the water meter vault.

### 6. What Repairs Are Covered?

Subject to the terms and conditions of this Agreement:

AWR will pay to repair leaks or breaks to Your Water Line if they: (1) occurred on or after the Effective Date; and (2) resulted from normal wear and usage. If your tap is less than 3/4", AWR will pay to install a 3/4" tap as part of a covered repair when required to maintain Your Water Line and inter-connector in good working condition.

### 7. What Repairs Are Not Covered?

AWR will not service or pay for any of the following:

- Repairing anything that occurred before the Effective Date.
- Repairing anything not resulting from normal wear and usage.
- Repairing anything caused by You or any third parties unless caused by normal wear and usage of Your Water Line.
- Repairing anything in any home that is not habitable.
- Repairing anything caused by natural acts or disasters, such as earthquakes, floods, hurricanes, landslides or sinkholes.
- Repairing anything caused by defective materials that have been the subject of a recall or class action litigation.
- Repairing any privately owned main or common/trunk lines that are connected to Your Water Line.
- Repairing anything caused by improper design or original installation of Your Water Line.
- Repairing leaks or breaks to Your Water Line caused by a stray direct current of electricity or attributable to electrical current stemming from the close contact of Your Water Line with dissimilar metals (otherwise known as electrolysis).
- Repairing any clog or blockage of Your Water Line, including any clog or blockage that results in low water pressure to Your Home.
- Repairing any main shut-off valves that are not leaking.
- Repairing any Water Line not connected to DEP's water system.
- Repairing any Water Line that contains a previous illegal repair, including a lead water line previously repaired in violation of applicable New York City code, law or ordinance.
- Repairing any interior pipes beyond the main shut-off valve inside Your Home.
- Repairing any connections and/or extensions to the Water Line, such as water lines to sprinklers (except for as expressly set forth in Section 5), irrigation systems, pressure-reducing valves or back-flow preventers.
- Moving any water meter at the time of repair, unless required by code.
- Updating any non-leaking Water Line to meet code, law or ordinance requirements; provided, however, that if your tap is less than 3/4", AWR will pay to install a 3/4" tap as part of a covered repair when required to maintain Your Water Line and inter-connector in good working condition.
- Repairing any Water Line that is required to be repaired as a result of any local, state or federal law, rule, regulation, order or other similar governmental requirement, unless such repair is otherwise covered by this Agreement.
- Moving any section of Your Water Line, unless necessary to complete a covered repair.
- Repairing any openings made in walls, ceilings or surfaces inside Your Home for AWR's independent contractor to access Your Water Line.
- Repairing any third party's water line that is attached to Your Water Line.
- Restoring any gardens, shrubs, trees or structures.
- Restoring any sidewalks, curbs, driveways, roads or other paved surfaces that are not required by permit or New York City Department of Transportation rules and regulations to be repaired or restored, provided that, private walkways and private driveways will be patched in accordance with Section 9 of this Agreement.
- Removing any items necessary to access Your Water Line, such as trees, debris, trash, rocks, cars, steps or structures.
- Remediating or cleaning any hazardous substance or pollutant, such as mold or asbestos.

- **Thawing any frozen section of Your Water Line.**
- **Excavating Your Home's Foundation or slab to access any section of Your Water Line.**
- **Repairing, replacing or cleaning any portion of Your Home or its contents that are damaged by leaks or breaks to Your Water Line.**
- **Paying any costs caused by a leak or break in Your Water Line, such as lost water costs, relocation costs, storage costs or temporary housing costs.**
- **Paying any damages caused by a leak or break in Your Water Line, such as lost time, lost use of Your Home or its contents or any damages due to any special circumstances or conditions.**

#### **8. What Is Your Protection Limit?**

There is no limit on the amount that AWR will pay to service covered repairs under this Agreement.

#### **9. How Can You Get Service?**

**Your Water Line:** If there is a leak or break to Your Water Line, You may call AWR toll-free at 1-888-300-3570 or contact the DEP by dialing "311." If You contact the DEP directly, and the DEP investigates the issue and determines that the leak or break is Your responsibility, then You may contact AWR toll-free at 1-888-300-3570. If AWR determines that you may have a covered claim, AWR will dispatch an independent contractor to Your Home. Repairs required by DEP's issuance of a 10-day notice to You will be classified as emergencies. All other repairs will be classified as non-emergencies, except for those repairs involving a known health or safety issue. AWR's independent contractor will obtain any necessary permits before work begins. If AWR's independent contractor must excavate any areas outside Your Home in order to access Your Water Line, the independent contractor will refill, rake and reseed any unpaved area once per occurrence. Private walkways and private driveways will be refilled and covered with an asphalt patch once per occurrence. Public roadways, sidewalks, curbing and driveway aprons will be restored in accordance with the New York City Department of Transportation rules and regulations once per occurrence. No other site restoration will be performed.

#### **10. Can AWR Get A Second Opinion?**

AWR may get a second opinion from an independent contractor of its choosing.

#### **11. Can You Hire Your Own Contractor?**

AWR will not pay any costs incurred, or fix any repairs made, by You or any contractor You hire without AWR's prior authorization.

#### **12. Must You Cooperate With AWR?**

You must cooperate with AWR and its independent contractors, for example by:

- (i) providing additional information or documentation that AWR may need; (ii) obtaining permission for AWR's independent contractor to access property You do not own; (iii) providing AWR's independent contractor with access to Your Home; (iv) providing access to Your Water Line and plumbing connections; and (v) providing AWR's independent contractor reasonable and safe access to, and safe working conditions at and around, Your Home.

#### **13. Is There A Service Fee?**

There is no service fee when an independent contractor is dispatched to Your Home or for repairs made in accordance with this Agreement.

#### **14. Is There An Annual Fee?**

You must pay AWR an annual program fee ("Program Fee") for each term of this Agreement in installments on a recurring basis in accordance with the timing of Your DEP bill. The Program Fee is stated on Your Confirmation Letter and on Your enrollment form(s). AWR may change the Program Fee in accordance with Section 21.

#### **15. How Are Your Payments Made?**

• **DEP Utility Bill.** Your Program Fee will be charged to Your DEP bill in installments in accordance with the timing of Your DEP bill and for the time period covered by the DEP bill.

#### **16. When Will AWR Collect Taxes?**

You must pay all applicable state and local taxes when You pay Your Program Fee.

#### **17. When Will You Get A Refund?**

You will receive a full refund of any Program Fees paid by You if You: (a) cancel before the Effective Date; or (b) cancel after the Effective Date and can prove You were never eligible for and never received protection. You will receive a full refund of any Program Fees paid by you if AWR cancels this Agreement because it reaches a determination that You were never eligible for protection in accordance with Section 4 and You have never received protection. You will receive a partial refund of any unearned Program Fees paid by You, less the cost of any repair services performed and any money You owe DEP and/or AWR, if: (a) You cancel after the Effective Date and are or were eligible for protection; or (b) AWR cancels this Agreement for any reason. Partial refunds will be pro-rata refunds based on the number of days left in the then current term. All refunds will be issued via a credit posted to Your DEP bill. **Please see Section 29 for additional information applicable to Your State.**

#### **18. Is This The Whole Agreement?**

This Agreement, Your Confirmation Letter and Your enrollment form(s) are the entire agreement between You and AWR. They supersede and replace any prior agreements and understandings between

You and AWR concerning their subject matter.

**19. Are These Headings Part Of This Agreement?** The headings are not a part of this Agreement. They are for convenience only.

#### **20. Can This Agreement Be Severed?**

A court or agency of competent jurisdiction may sever any provision of this Agreement if it is necessary to preserve the remainder of this Agreement.

#### **21. Can This Agreement Be Changed?**

You may not change the terms and conditions of this Agreement. AWR may change or make additions to the terms and conditions of this Agreement. AWR will give You written notice of changes in a manner consistent with applicable law, including on Your bill, with Your bill, by mail or by email. If You do not like the changes, You may cancel this Agreement. If You do not cancel this Agreement, the change will become effective 30 days after AWR sends You notice. The current terms and conditions can be viewed on AWR's website at [www.AWRUSA.com/NYC](http://www.AWRUSA.com/NYC).

#### **22. Can This Agreement Be Cancelled?**

You may cancel this Agreement at any time and for any reason, including if You have another service or insurance contract that gives You the same benefits as this Agreement. You may cancel this Agreement by calling AWR toll-free at 1-888-300-3570 or by mailing AWR at P.O. Box 4950, Naperville, Illinois 60567-4950. Your cancellation is effective when received. AWR may cancel this Agreement: (i) upon 15 days' written notice to You for any reason; or (ii) without notice to You if (a) DEP notifies AWR that Your account is delinquent or (b) You misrepresented any material facts when You entered into or requested service under this Agreement. AWR's notice is effective when sent.

#### **23. Can This Agreement Be Transferred?**

If You move to a new home, AWR may transfer this Agreement to another home or set up new coverage for You at Your new home with Your prior consent. AWR may assign this Agreement to a third party. You may transfer this Agreement only with AWR's consent.

If You pay Your Program Fee on Your utility bill, and You move to a new home serviced by the same utility, AWR may transfer Your Agreement or issue You a new Agreement at Your new home and provide You with notice of such transfer.

#### **24. What Warranties Does AWR Make?**

AWR warrants that, for one year from the date of the repair, covered repairs made by its independent contractors will comply with applicable plumbing codes and manufacturer's specifications and be free from defects in material and workmanship. The exclusive remedy for this warranty is

that AWR's independent contractors will, at AWR's option, fix the repair or replace the material. AWR makes no other express warranties in this Agreement. To the extent permitted by applicable law, AWR disclaims any implied or statutory warranties other than the implied warranty of good faith and fair dealing. To the extent permitted by applicable law, the duration of any implied or statutory warranty is limited to the duration of this express warranty. These limitations and disclaimers shall survive the cancellation of this Agreement. This limited warranty gives You specific legal rights. You may have other rights.

#### **25. What Liability Does AWR Have?**

To the extent permitted by applicable law, You agree that AWR, its parents, its successors, its affiliates, and its officers, directors, and employees shall not be liable to You or any third party for: (1) any actual losses or direct damages in excess of the cost of the covered repair that gives rise to Your claim or \$25,000, whichever is less; or (2) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, including those caused by any fault, failure, delay or defect in providing services under this Agreement. These limitations and waivers shall apply to all claims and all theories of liability and shall survive the cancellation of this Agreement.

#### **26. How Can You Contact AWR?**

AWR's goal is to give You the best possible customer service. If You have any questions or complaints, please call AWR toll-free at 1-888-300-3570, mail AWR at P.O. Box 4950, Naperville, Illinois 60567-4950, or visit AWR's website at [www.AWRUSA.com/NYC](http://www.AWRUSA.com/NYC). Telephone calls may be recorded and/or monitored.

#### **27. Will Your Information Remain Private?**

To the extent permitted by applicable law, AWR may obtain Your name, address, telephone number and any other pertinent information from DEP. AWR may share it with third parties only to provide services under this Agreement. AWR will not share it with third parties to market other products or services from such third parties.

#### **29. What Law Governs This Agreement?**

- i. The law of the State of New York shall govern this Agreement and any dispute between You and AWR.
- ii. Additional terms and conditions specific to some states are set forth below. If they apply and conflict with the terms and conditions above, the following terms and conditions control.

**A. New York** – You may return this Agreement within at least twenty (20) days of the date of mailing of this Agreement or within at least ten (10) days if this

Agreement is delivered to You at the time of sale or within a longer time period if permitted within this Agreement, and if no claim has been made during this period, this Agreement shall be void and AWR shall refund to You the full Program Fees of this Agreement. If You cancel during the above specified period, a ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of return of this Agreement to Us. This return and penalty provision shall only apply to the original purchaser of this Agreement.

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