

Agreement
Virginia Surety Company, Inc.

175 West Jackson Blvd., Chicago, IL 60604

1-866-618-3892

Please read this Agreement carefully and retain it for Your records

A. DEFINITIONS

Throughout this document, “You” and “Your” refers to the **Agreement** Holder listed in the **Confirmation Letter**. “We”, “Us”, and “Our” refers to Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604 Phone # 1-866-618-3892. In addition, when in bold certain words and phrases are defined as follows:

Administrator means American Water Resources, LLC doing business as American Water Resources Insurance Services, 1420 Discovery Parkway, Alton, Illinois 62002. Toll-Free 1-866-618-3892.

Agreement means this document and the **Confirmation Letter**. It describes the terms, conditions, and exclusions (losses We do not cover) that apply.

Breakdown means there is a:

1. blockage in Your **Customer-Owned Sewer Line**.

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 **Agreement** Number
- Your **Term of Coverage**
- Your **Agreement** Charge

Customer-Owned Sewer Line means the section of the lateral sewer service line You own that collects and conveys household wastewater from Your home to the **Wastewater Collection System**. This **Agreement** covers the portion of Your **Customer-Owned Sewer Line** that is the most direct line between the exterior foundation wall of Your home and **Wastewater Collection System**. It does not include any connections or extensions such as lines to or from septic systems, leach fields or non-conforming drain lines and does not include any pumps or other mechanical devices that may be connected to Your **Customer-Owned Sewer Line**. In addition, it does not include any section of the sewer service line owned by others outside of this **Agreement** to which Your **Customer-Owned Sewer Line** is attached.

Effective Date means the date coverage begins under this **Agreement**, 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 \$0 fee You must pay each time the **Administrator** dispatches an authorized service provider to Your home to repair a **Breakdown**.

Term of Coverage means the **Agreement** will begin on the **Effective Date** and continue monthly until either cancelled by You or Us or you fail to pay the monthly **Agreement** charge.

Wastewater Collection System means the sewage collection system owned by Your local **Wastewater Service Provider** to which Your **Customer-Owned Sewer Line** is connected.

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 **Agreement** 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 **Agreement** 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**.

Wastewater Service Provider means Your local utility company or municipal sewer authority that owns and is responsible for maintaining the **Wastewater Collection System** that receives wastewater from Your home.

B. COVERAGE

This **Agreement** is between You and Us. During the **Term of Coverage**, subject to the terms and conditions of this **Agreement**, We agree, in the event of a covered **Breakdown**, to arrange for the repair or replace the **Customer-Owned Sewer Line**.

Certain items, events, and losses are not covered by this Agreement. Please refer to SECTION H EXCLUSIONS of this Agreement.

C. ELIGIBILITY

You must be a residential homeowner of, and owner of the residence in which the **Customer-Owned Sewer Line** is located.

Prior to Your **Effective Date** the following must to be in working order:

- a. Your **Customer-Owned Sewer Line** must be free of clogs or 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 **Agreement** as described under “Section B - Coverage.” This **Agreement** is not available to any tenant who rents or leases a single-family residential home.

D. COVERAGE PERIOD

Coverage under this **Agreement** will begin thirty (30) days after Your **Enrollment Date**. Your coverage will continue for the **Term of Coverage**.

E. RENEWALS

Your **Agreement** will automatically be renewed provided You make payment to Us for the then current annual **Agreement** charge. If payment is received before the expiration date of Your current **Agreement** annual **Term of Coverage**, then this **Agreement** will automatically be renewed on the first day after this **Agreement** expires. If no payment is received by the expiration date of this **Agreement**, then this **Agreement** expires on the last day of Your current annual **Term of Coverage**.

If You renew this **Agreement**, the **Renewal Effective Date** will be the first day after the expiration of the previous in force annual period of coverage. Your new **Term of Coverage** will then be twelve (12) months from the **Renewal Effective Date**.

F. YOUR RESPONSIBILITIES

We will not pay for any services performed without Our prior approval. Notice of any Breakdown must be given to Us immediately upon discovery and during the coverage period.

1. When repair is required, You are to telephone Us at 1-866-618-3892. We will accept calls 24-hours a day, 7 days a week.
 - a) **NON-EMERGENCIES:** Meaningful service will be initiated within 48 hours and completed as soon as reasonably possible. Service will be scheduled during normal business hours. You may be responsible for additional costs for any non-emergency service performed outside of normal business hours, i.e. overtime charges.
 - b) **EMERGENCIES:** We will consider a request for service to be an emergency only if, in Our opinion, the **Breakdown** renders Your home uninhabitable such as running water that cannot be shut off. In the event We determine that a **Breakdown** has created an emergency, service will be requested immediately. Once service is initiated, it will be completed as soon as reasonably possible.

The claim will be approved or disapproved only after We consult with the service provider and receive an estimate of costs.

2. **At Our discretion, a Breakdown may be remedied by repair or replacement.** Repair or replacement shall be performed by a service provider who provides a written parts and labor guarantee of not less than sixty (60) days for covered repairs.
3. You are obligated to provide information relating to the cause and nature of any **Breakdown**. This information may include estimates, copies of inspection reports, or other supporting information. If asked, You must sign forms needed for Us to provide service under this **Agreement**. In all cases, You must take every precaution to protect the covered property until the necessary repair or replacement is authorized by Us and the work is completed.
4. Misrepresentation or any attempt to defraud Us, including collusion between You and the service provider, shall result in a denial of coverage, and We shall seek reimbursement and may pursue remedies under the law.
5. You are responsible for the payment of the **Service Fee** (or actual cost of service, whichever is less) for the covered **Breakdown**. This payment must be made to the service provider prior to completion of any work performed.

6. If the service work performed under this **Agreement** fails within a sixty (60) day period, and it was performed by a service provider chosen by Us, We will arrange for the necessary repairs without an additional **Service Fee** requirement even after **Agreement** expiration.

7. We reserve the right to obtain a second opinion or have an inspection performed by a service provider of Our choosing on any repair or replacement.

8. Claim documentation and any correspondence can be sent to Us.

9. In the event You need to contact someone about this **Agreement** for any reason, please contact Us to make a claim or inquire about coverage.

G. LIMIT OF LIABILITY

1. Your Customer-Owned Sewer Line

- The maximum amount We will pay for any covered repair under the **Agreement** is \$5,000 per occurrence. Before the sewer line is repaired, if a permit is required, The **Administrator** will arrange for proper permitting before work will commence. The **Administrator**, one time only, will arrange for filling in, raking, and reseeding to the repaired area once the repair work is completed. All repairs to Your **Customer-Owned Sewer Line** will comply with local code requirements.
- If a permit is required to commence work on Your **Customer-Owned Sewer Line** and requires a public sidewalk or public road to be cut, excavated and repaired, known as a public “Sidewalk or Road Opening,” this **Agreement** provides an additional limit of \$5,000 for a public Sidewalk or Road Opening. Only expenses directly related to a Sidewalk or Road Opening are paid under this separate limit. This additional limit, if applicable, does not add any additional coverage to the basic \$5,000 per occurrence limit to clear or repair a blockage of Your **Customer-Owned Sewer Line**.

H. EXCLUSIONS

1. The following is not covered:

- Damage incurred or existing prior to the **Agreement Effective Date**.
 - Damage caused by the actions or negligence of You or third parties.
 - Damage caused by natural disasters, or acts of nature, including, but not limited to, earthquakes, floods, landslides or sinkholes or any other insurable cause.
 - Restoration of trees, shrubs, paved surfaces, or structures, for any reason.
 - Any damage to finished or unfinished walls or surfaces inside Your home necessary to access and repair a **Breakdown**.
 - 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, this **Agreement** does not cover
 - 1) the cost of cleaning up, repairing or replacing property due to a **Breakdown**;
 - 2) costs and expenses incidental due to a **Breakdown** 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
 - 3) damages you incur due to any special circumstances or conditions.
 - Restoration of sidewalks not located in public easement. Also, restoration of sidewalks located in public easement but not required on the permit.
 - Any rental dwellings for which the enrollment is in the name of the tenant or any dwellings used for commercial purposes. (Unit owners please refer to “Section C - Eligibility.”)
 - Removal of debris necessary to access and repair a **Breakdown**, including, but not limited to, old cars, trash, storage, rocks or materials.
- ### 2. The following is not covered for Your Customer-Owned Sewer Line:
- A **Customer-Owned Sewer Line**
 - 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 section of the sewer service line owned by others outside of this **Agreement** to which Your **Customer-Owned Sewer Line** is attached.
- Any portion of **Customer-Owned Sewer Line** located inside or under Your home.
- Any blockage service required as a result of any local, city or state agency inspection of Your **Customer-Owned Sewer Line**.
- Any damage to the inside of Your home due to the backup of Your **Customer-Owned Sewer Line**.
- Movement of working sewer lines for any reason.

I. AGREEMENT CHARGE AND/OR PROVISION CHANGES

We reserve the right to modify Your **Agreement** charge and/or the **Agreement** 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 either Your water utility company/municipality, or Your **Wastewater Service Provider** limited to Your name, address and telephone or other contact number. This information will be provided to Us and will be kept confidential by the **Administrator** and Us. This information will not be sold to any outside marketing companies.

J. CANCELLATION

This **Agreement** shall be:

1. Cancelable by You at any time by calling 1-866-618-3892 or by mailing a cancellation request to the **Administrator** at 1420 Discovery Parkway, Alton, Illinois 62002. If You cancel, the effective date of cancellation is the date the **Administrator** receives Your request. You have thirty (30) days from Your **Enrollment Date** to cancel and receive a full refund of any charge payments made. If You cancel more than thirty (30) days after Your **Enrollment Date** you will receive a pro-rata refund of the **Agreement** charge, less the cost of any service performed under this **Agreement**.
2. This **Agreement** shall be non-cancelable by Us, except for:
 - a) Nonpayment of **Agreement** charges; or
 - b) Fraud or misrepresentation: or
 - c) The event that Your property is not eligible for coverage under this **Agreement**. Our only obligation is to refund any charge payments made by You to Us. Once We have paid You this refund, the **Agreement** will be voided as of Your **Enrollment Date**.
3. Your **Agreement** will be subject to cancellation once You are thirty (30) days past due on any payment for this **Agreement**. If Your **Agreement** 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 **Agreement** by either You or Us, will be determined on a pro-rata basis less the cost of any service performed under the **Agreement**. If You are owed a refund, it will be processed via the enrollment payment method You chose to pay for the **Agreement**.

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

K. TRANSFER OF AGREEMENT

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

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