

For Customers of Pawtucket Water Supply Board

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

**Service Agreement for Your Water 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. The determination of whether and with what to repair or replace any covered parts is at the discretion of Homeowner Safety Valve Company (the "Company") or its agent. Plan coverage also includes excavation, paving, loaming, seeding of the lawn as required in the area of repair or replacement up to your annual plan limit, which is determined by the plan type you purchased.

The Basic Plan of \$47.99 provides a \$5,000 annual limit, the Standard Plan of \$59.99 provides a \$10,000 annual limit, and the Total Plan for \$68.00 provides no annual limit. Plan coverage does not include sod, shrubbery or mulch that must be moved in order to repair a service leak or perform other work. In the event that such material must be moved to perform such work, the exposed area will be covered with grass seed.

Exclusions: What is NOT covered under the Plan

This Plan specifically excludes the service to the following: (a) pressure reducing valve; (b) booster pump; (c) meter pit frame or cover; (d) lawn or fire sprinkler systems; (e) any leaks inside the premises beyond the main shut-off valve in the house; (f) any other part not specifically listed in the brochure under the description of the Plan; (g) 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. This Plan does not cover any parts, material, or labor required as a result of unusual circumstances, including but not limited to earthquake, aftershocks, volcanic eruption, landslide, natural disaster, civil disobedience, riot, or war. This Plan does not cover any damages caused by freezing or thawing of service lines.

The Plan is subject to the following additional conditions:

- The limits of the repair or replacement of the service line shall include the curb box/curb valve and extend to and include the customer's main house shut-off valve; and
- The customer's main house shut-off valve shall be included in the repair/replacement if defective, but not the reason for the repair call.
- If the material that is leaking is not copper, then a full replacement of the customer's water service line will be replaced with copper.

Except in extraordinary circumstances (an unusually long service line of more than 150 feet), the repair work on any customer's service that is constructed of iron shall require new service replacement with new copper piping.

Customer Responsibility

In the event of a service leak, the customer is responsible for notifying the Pawtucket Water Supply Board ["PWSB"] 24/7 emergency number at (401) 729-5005 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 Plans are available only for one through six-family residential dwellings located in PWSB service territory with a service line size no greater than 2 inch in diameter. This Plan is not available to condominium units or complexes. 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. Seasonal properties are

not eligible for Plan coverage. Covered service lines must conform to all applicable regulations. The Company reserves the right to deny Plan coverage for any reason.

2. *Enrollment:* Coverage begins 30 days after the Company receives the customer's 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 you refuse to remedy. Failure to provide or otherwise permit the servicing or replacement of any parts necessary to maintain the parts covered under the Plan in good condition 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 the customer fails to pay the annual fee or moves outside the PWSB service area, the customer's Plan will be cancelled. In neither case will the customer receive a prorated refund. If the customer moves within the PWSB service area, the Plan may transfer to the customer's new residence, provided that the service line at the new residence complies with applicable requirements.

The Company also reserves the right to discontinue the Plan at the end of its 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 THE CUSTOMER'S 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 sole right to delay service to the premises until the customer makes the area safe.
6. **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 than the Company.**
7. *Renewals:* The Company will mail to the customer a renewal invoice before the expiration of the Plan. Information and prices contained in this service agreement, brochure and enrollment form are accurate as of 8/1/19. To cancel or change your Plan to a new premises Plan, please call SAFETY VALVE at 1-800-713-1613.