

# Pennichuck WaterTight Protection Plan Terms and Conditions

**COVERAGE:** Includes all parts, materials and labor required to repair or replace the water service line, customer shut off (cellar) valve, and, for those customers who have outside meter pits, coverage includes the meter pit, meter pit cover and meter pit valves. Pennichuck Water Service Corporation (hereinafter referred to as "Pennichuck," in its sole discretion, shall make the determination between repairing or replacing any covered part found to be damaged or defective. Any covered parts replaced will become the sole property of Pennichuck. Coverage includes excavation, as required, in the area of repair or replacement, and also includes the cost of water service shut off/turn-on by the applicable servicing utility and repaving of paved areas and restoration (including filling, loaming and seeding) of non-paved areas disturbed by excavation. Such restoration does not include replacement of plantings, shrubs or trees placed in areas requiring restoration, nor is Pennichuck responsible for the cost of replacing such plantings, shrubs or trees. Repairs will be scheduled daily from 7:00 a.m. to 4:00 p.m.

**EXCLUSIONS:** Does not include any parts not specifically identified as covered. Items such as pressure reducing valves, booster pumps, lawn and/or fire sprinkler systems, etc. are not included in the WaterTight Protection Plan coverage. Does not cover repair of any leaks inside the premises beyond the customer shut off (cellar) valve. Does not cover preexisting damages, any damage to your property caused by leaks, new service installations, relocation or alteration of existing water service lines, repairs and/or replacement of parts damaged directly or indirectly as a result of you or any other party working or excavating on your property or in the vicinity of the water service line or its associated parts. Does not cover damages caused by earthquake, hurricane, volcanic eruption, flooding, landslide, natural disaster, civil disobedience, riot or war. Does not cover improperly installed pipes and appurtenances. Does not cover restricted flows (as opposed to cessation of flows), unless such restricted flows (a) are primarily caused by conditions in covered parts, and (b) Pennichuck determines that such restricted flows fall below the minimum pressure and flow standards set by the New Hampshire Public Utilities Commission and the Department of Environmental Services.

**ELIGIBILITY FOR COVERAGE:** You must own or have a written legal responsibility and authority to provide maintenance for the water service line (and associated parts) to your residential dwelling. Service line can be no greater than 2 inches in diameter and must conform to the design standards of Pennichuck's Rules and Regulations. Pennichuck reserves the right to deny plan coverage for any reason. Separate WaterTight Protection Plan coverage is required for each additional service connection and/or service line at the premises. Coverage is not transferable.

**ENROLLMENT:** If you pay by check/money order, your protection plan begins within 10 days after your check/money order and enrollment form have been received by Pennichuck and your check has been cleared by your bank. If you elect to have the charges added to your water bill, your protection plan begins on the date of the first bill following your authorization of the protection plan. Pennichuck reserves the right to make an on-site inspection of your service line and associated parts to ensure they are in proper operating condition before accepting any responsibility under the plan.

**CANCELLATION / TERMINATION:** You may cancel this protection plan at any time by notifying Pennichuck in writing at 25 Manchester Street, PO Box 1947, Merrimack, NH 03054-1947, or by calling 1-800-553-5191. PENNICHUCK MAY TERMINATE THIS PLAN FOR NON-PAYMENT OF THE FEE AND ALSO RESERVES THE RIGHT TO TERMINATE THIS PROTECTION PLAN IF PENNICHUCK IN ITS SOLE DISCRETION TERMINATES AND/OR DISCONTINUES THE WATERTIGHT PROGRAM FOR ANY REASON OR DETERMINES THAT: 1) The service line or its associated parts do not conform to the standards listed in Pennichuck's Rules and Regulations. 2) There are unsafe working conditions at the site that the property owner or person responsible for service line repair refuses to correct. 3) The property owner or person responsible for service line repair does not allow or permit the servicing or replacement of any parts necessary to maintain the parts covered.

**LIMITATIONS:** Pennichuck hereby disclaims any and all implied warranties arising under law, including without limitation any implied warranties of merchantability and/or fitness for a particular purpose, in connection with this plan and/or any covered services or parts. Pennichuck will not be held liable for any incidental, consequential special or indirect damages, including without limitation any water damage caused

by leaks. Pennichuck will also not be held liable for any damages caused to you or your property unless such damage is the sole and direct result of negligence by Pennichuck or its agents. All work in relation to this protection plan must be performed by Pennichuck or our authorized contractor. This protection plan will not pay for any labor or parts, costs for repair, or replacement of any covered items performed by any unauthorized parties or any water damage caused by leaks.

**RENEWALS:** For those customers who have paid one year in advance, the protection plan will be automatically renewed on your anniversary date. You may elect to renew by paying for the next year by check, money order, or by having the charges added to your monthly water bills. If you elect to add the charges to your water bill, one-twelfth (1/12) of the annual fee for the WaterTight Protection Plan will be added to your next monthly bill, and all subsequent bills. To cancel your program, please call us at 1-800-553-5191. Pennichuck reserves the right to change the coverage or price of the protection plan without prior notice at the time of renewal.

The above terms and conditions are available in large print upon request.