



Leaks Cost Us, Not You!

**Beginning on November 1, 2020,
City of Pikeville Utility District Customers
will be auto enrolled into the Water Leak
Relief program. As a participant in our
program, you will be eligible for a benefit
claim in the case of a qualifying water leak.**

See reverse side for program information

Service Agreement/Terms & Conditions are enclosed.

Your Program

As a program participant, you are allowed up to two benefit claims, per 12 month period, for qualifying water leaks. Your benefit claim service limit is \$1,000, per qualifying leak.

The benefit claim amount is based on the difference between your average monthly bill (based on the last 12 months) and your water leak bill amount. To qualify a leak must cause your bill to exceed 200% of your average monthly bill amount (based on the last 12 months). Participants are subject to an initial 30 day waiting period before benefit claims can be made. Program is subject to Terms & Conditions.

Participation in the Water Leak program is optional. If you choose not to participate, you may opt out by calling toll free 1-855-426-7655.

****Important Notice****

If you choose to opt out of the program, your utility will not adjust your bill in case of a water leak.

Additional Service Program

Water Line Relief & Sewer Line Relief

Participants in the Water/Sewer Line Relief programs are eligible for up to \$10,000 in qualifying water/sewer line break repairs. This service can be added by calling 1-855-426-7655.

Monthly Fees

Water Leak Relief

Residential	\$3.36
Commercial – Single Occupancy	\$4.85
Commercial – Multiple Occupancy	\$7.43

Water Line Relief

Residential	\$5.20
Commercial – Single Occupancy	\$13.75
Commercial – Multiple Occupancy	\$27.25

Sewer Line Relief

Residential	\$6.75
Commercial – Single Occupancy	\$13.75
Commercial – Multiple Occupancy	\$27.25

CITY OF PIKEVILLE, TN

Water Leak Relief Terms and Conditions For Individual Customer

THESE TERMS AND CONDITIONS CONSITUTE YOUR ENTIRE SERVICE AGREEMENT.

Water Leak Relief, LLC (“Administrator”) is the entity that will administer the service under this Service Agreement. You may contact the Administrator by mail at 231 East First Street, Suite 102, Crossville, Tennessee 38555 or by calling the toll-free number 1-855-426-7655. The obligations of the program provider are guaranteed under an insurance policy with Plateau Casualty Insurance Company (“PCIC”), 2701 North Main Street, Crossville, Tennessee 38555.

What is Covered: Administrator will arrange and pay for excess water charges resulting from a plumbing leak, including interior frozen water line/plumbing, for which You have sole responsibility, that supports Your Residence or Business.

To Qualify:

1. The leak must meet the Utility’s current leak policy, occur on the customer’s side of the meter, must be accidental in nature, must be repaired within a period of five (5) days from discovery with proof of repair to the Utility.
2. To be eligible to receive a Benefit Claim, the customer’s water bill amount must be the customer’s normal monthly water bill. A normal monthly water bill means the average dollar amount of the twelve (12) previous months’ bills. A customer may only receive two (2) Benefit Claims during any twelve (12) month period. A Benefit Claim will be made for up to two (2) months for a single leak occurrence.
3. If a customer was notified by the Utility of a leak and did not make the needed repairs within five (5) days, no Benefit Claim will be granted.

Benefit Calculation: Administrator will take the amount of Your current water bill with the leak and subtract the average of Your last twelve (12) water bills. The Utility will be paid the difference up to Your Benefit Limit.

Example: Your water bill with the leak is \$1,000.00. The average of your water bills for the last twelve (12) months is \$50.00. You will pay the Utility \$50.00 and Administrator will pay the Utility \$950.00.

Benefit Limit: The maximum Benefit Limit is \$1,000 per incident for residential customers and \$1,000 maximum benefit per incident for commercial customers. Any charges beyond Your Benefit Limit are Your Responsibility.

What Is Not Covered: This Service Agreement will not cover any of the following:

1. Any cost associated with repairing Your Water Service Line;
2. Customers with multiple living units on a single meter such as a campground, trailer park, motel, etc. are not eligible for a Benefit Claim, except as included as multiple occupancy commercial service customers;
3. Routine dripping faucets;
4. Premises left vacant and abandoned without reasonable care for the plumbing system;
5. More than two (2) occurrence per twelve (12) month period;
6. Filling of swimming pools;
7. Watering of lawns or gardens;
8. If a customer becomes aware of a potential problem with their plumbing which could cause a leak and that problem is not resolved, by turning off water flow to the leak source, within five (5) days;
9. If a customer has been notified of a suspected leak and does not repair the leak within ten (10) days of becoming aware;
10. Faulty water meter;
11. Improper meter reading;
12. Natural acts of disasters;
13. Pressure Washing or other external cleaning projects;
14. Sprinkler System leaks

Eligible Property Types: A structure owned or leased by You, used for residential occupancy (“Residence”) or commercial occupancy (“Business”) that is titled as real property, and the land it is located on is also owned or leased by You (“Property”). Any recreational vehicle or another type of home on wheels that is intended to be moved and/or property used for commercial purposes are not eligible. If You are aware of any pre-existing conditions, defects, or deficiencies with Your Water Service Line or Sewer/Septic line or have had any roots removed from Your Exterior Sewer/Septic Line before the Start Date of Your first Term; then Your Property is not eligible for this coverage.

The Length of Service Agreement: Your Service Agreement begins on the first day of the billing cycle in which the Fee for Water Leak Relief program has been added and will continue monthly provided neither You nor Administrator cancel. See “Cancellation/Refund” below. There is an initial waiting period of thirty (30) days, within which You will not be able to request a Benefit Claim.

How to Submit a Claim: You must call the Administrator and a service representative will assist You with opening a claim.

Required Documentation: To have a water leak event covered, You will need to provide documentation certifying the repair has been completed and providing the following information:

1. The date the leak was discovered;
2. The nature and location of the leak;
3. The date the leak was repaired;
4. The name of the person who repaired the leak;
5. A description of the repair work performed.

Receiving Documents Electronically: You can receive Your Service Agreement and all related documents electronically. If You consent to electronic delivery, these documents will be sent to the Email Address ("Email Address") retained by Utility and/or Administrator. Documents sent to the Email Address will be deemed to have been received by You. You may stop receiving documents electronically by calling the Administrator. You may also call the Administrator to update Your Email Address or to receive a paper copy of Your Service Agreement.

Renewal: This Service Agreement will automatically renew for a further term of one (1) month.

Cancellation/Refund: You may cancel this Service Agreement at any time by calling the Administrator. If You cancel within thirty (30) days of the Start Date, You will receive a full refund less any claims paid by the Administrator. If You cancel more than thirty (30) days after the Start Date, Your cancellation will be effective at the end of the then-current billing month.

This Service Agreement may be canceled for any reason with thirty (30) days written notice to You. This Service Agreement may also be canceled, on no less than fifteen (15) days written notice to You for (a) non-payment of the Fee; or (b) Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it. If canceled under (b) above, You will be entitled to a pro rate refund less any claims paid under this Service Agreement.

Written cancellation notices will be provided under this section and will tell You exactly when Your Service Agreement will be canceled and why it has been canceled. The notice periods referred to in this section begin when the Administrator sends the notice to You.

Definitions:

"Benefit Claim" – A customer request for an Administrator to pay Utility for a qualifying leak.

"Utility" – The water utility entity that serves Your water service.

"Fee" – The amount You agree to pay for this Service Agreement.

"Service Agreement" – The document that constitutes all Your rights and responsibilities as a Service Agreement holder, which consist of these terms and conditions.

"You" or "Your" – The purchaser of this Service Agreement who is the Service Agreement holder.

Privacy Policy: Any information You provide Administrator will be accessed, collected, used, transmitted, disclosed, stored, maintained, and otherwise handled to administer Your Service Agreement by Administrator, including, but not limited to, disclosing Your address, telephone number, and other contact information to third parties who conduct services on Administrator's behalf. Administrator may also use Your data to keep You informed by mail, telephone, or email of any products or services which they consider may be of interest to You. For further details on how the Administrator uses Your information, please see our Privacy Policy. Should You have any questions or concerns about the Administrator's Privacy Policy or how they are using Your information, or to update Your privacy preferences, please contact the Administrator.

Assignment/Amendment: We reserve the right to change this Service Agreement (including the Fee or to charge an additional fee) and to delegate any obligations under this Service Agreement at our sole discretion provided You are given thirty (30) days prior written notice of the changes. The changes will become effective no sooner than thirty (30) days after any notice is sent to You. If You do not like the changes, You may cancel this Service Agreement. You may not change this Service Agreement or delegate any of Your obligations. Should certain terms or conditions in this Service Agreement be held to be invalid or unenforceable, the remainder of the terms and conditions of this Service Agreement shall remain valid.

Transfer: This Service Agreement is not transferable by You.

Responsibility for Benefits Owed to You: This is not an insurance policy; it is a Service Agreement. The administrator will serve as Your point-of-contact for all questions or concerns. Obligations under this Service Agreement are insured under a contractual liability insurance policy. If Administrator fails to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and Administrator fails to issue any applicable refund within sixty (60) days after cancellation, You are entitled to make a claim against the insurer, Plateau Casualty Insurance Company.

Our Liability: To the extent permitted by applicable law, (1) You agree that Administrator and PCIC, and both our partners, successors, affiliates, approved technicians and our and their officers, directors, employees, affiliates, agents, and contractors shall not be liable to You or anyone else for (a) any actual losses or direct damages that exceed the lowest applicable per covered Benefit Limit set out above; or (b) any amount of any form of indirect, special, punitive, incidental, or consequential losses or damages, including those cause by any fault, failure, delay, or defect in providing services under this Service Agreement, and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this Service Agreement. You may have other rights that vary from state to state.

Dispute Resolution: YOU, ADMINISTRATOR, AND PCIC ALL AGREE TO RESOLVE DISPUTES as follows:

- A. Compliance with the dispute resolution procedure established by Your Utility District's Policy and Procedures.
- B. Any and all lawsuits between You and the Administrator or PCIC shall be limited to the local General Sessions Court having jurisdiction over Your claim.
- C. **YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION.** This means that You may not be a representative or member of any class of claimants or act as a private attorney general in court concerning any claim. No class or representatives, or private attorney general theories of liability or prayers for relief may be maintained in any class action held under this Service Agreement.
- D. **IF FOR ANY REASON A CLAIM PROCEEDS IN COURT, YOU, ADMINISTRATOR AND PCIC AGREE THAT THERE WILL NOT BE A JURY TRIAL.** You, Administrator, and PCIC unconditionally waive any right to trial by jury in any action, proceeding, or counterclaim arising out of or relating in any way to this Service Agreement or from any other agreement between us, or the services or benefits You receive or claim to be owed from Administrator or PCIC, including claims asserted against any of the officers, directors, managers, employees, agents, affiliates, insurers, technicians, approved technicians, successors, or assigns of Administrator or PCIC.