



BLUE RIDGE RURAL WATER HOME REPAIR PLANS - TERMS AND CONDITIONS

The **Blue Ridge Water Heater Repair/Replacement Plan** covers the repair or replacement of the customer's ("you" or "your") standard electric or gas water heater to the extent required due to normal wear and tear after the effective date of coverage (see below). Coverage is available for selected individually metered single family residential structures, condominiums or mobile homes ("Home"). The water heater must be in good working order and free of leaks prior to enrolling in the Plan. Utility Partners of America reserves the right to inspect the applicant's water heaters prior to acceptance into the plans.

Coverage for **water heater repair/replacement** is limited to the following standard, 30-52 gallon electric or 40-52 gallon gas Home water heaters ("Standard Units"):

30 – 40 Gallon - 110V or 220V Single Element (electric) ■	40 – 52 Gallon - Tall Gas
40 – 52 Gallon - Tall or Low Boy Dual Element (electric) ■	40 – 52 Gallon - Mobile Home Type (electric or gas)

Water heaters considered "Nonstandard Units" that are **not** covered under the Plan include, but are not limited to, Solar, Direct Vent, Power Ventilated, Tankless, Low Boy Gas, Apollo, Tabletop and water heaters with a capacity greater than 52 gallons. If you have more than one water heater, you must pay the then current monthly Plan fee for each water heater

The **Blue Ridge Indoor Water Line Repair Plan** covers the repair of water lines located inside your Home if you have a water leak caused by normal wear and tear after the effective date of coverage. Coverage is available for selected Homes. The water lines inside the Home must be in good working order and free of leaks prior to enrolling in the Plan. Utility Partners of America reserves the right to inspect water lines prior to acceptance into the plans. This water line repair coverage is available as an added option to the Water Heater Repair/Replacement Plan or the Outside Water Line Plan and you must elect basic coverage under one of these Plans in order to be eligible for the Indoor Water Line Repair Option.

The **Blue Ridge Outside Water Line Repair / Replace** covers the repair or replacement of water lines located outside your Home if you have a water leak caused by normal wear and tear after the effective date of coverage. Coverage is available for selected Homes. The water lines outside the Home must be in good working order and free of leaks prior to enrolling in the Plan. Utility Partners of America reserves the right to inspect water lines prior to acceptance into the plans.

PLAN TERMS

These terms and conditions apply to the Water Heater Repair/Replacement Plan, and Water Line Repair Options (sometimes referred to as the "Plan(s)"). By submitting a request for enrollment, you agree to the Plan(s) terms as set forth herein. The Plan(s) term is for one (1) month with coverage beginning 31 days following receipt of your request for enrollment by Utility Partners of America. The term will automatically renew each month when you pay the then current monthly Plan(s) fee. The Plan(s) may not be transferred to a new occupant or owner of the Home currently covered by the Plan(s), and your coverage under this Plan is not otherwise assignable. Your Plan(s) fee will appear on your monthly Blue Ridge Rural Water bill. Blue Ridge Rural Water is considered only the billing agent for the Plan(s) and UPA is the sole service provider. All payments on your water bill will be applied to payment in full of each item appearing on your bill in the following order and priority: past due water charges, past due Plan(s) fees, any other past due charges, current water charges, current Plan(s) fees and any other charges. Partial payments will result in the suspension or termination of your Plan coverage. If you cancel your enrollment in the Plan(s) within 20 days of the date that these Terms and Conditions are mailed to you, and if you have not made any claims under the Plan during that time period, your account will be credited in the amount of the Plan(s) fees incurred during that time period. If you discontinue your coverage and later wish to re-enroll, you will be considered a new customer prior to re-activation, and there will be a 31 day waiting period. Blue Ridge Rural Water reserves the right to cancel the Plan(s) or your participation in the Plan(s). They will notify you in writing of the cancellation at your last known address contained in their records at least thirty (30) days prior to cancellation. Prior notice is not required if the reason for cancellation is nonpayment of your Plan(s) fees, a material misrepresentation by you to Blue Ridge Rural Water, or a substantial breach of your duties under the Plan(s). The notice will state the effective date of the cancellation and the reason for the cancellation.

PLAN LIMITATIONS

Water Heater Repair/Replacement Plan

1. If any repair or replacement is inaccessible or requires structural alteration to walls, floors, attic doors, crawl space access or similar items, such work will only be done with your authorization. You agree that all such costs will be quoted to you by Utility Partners of America and you are solely responsible for payment in full at the time the service is rendered. You are also responsible for replacing such items.
2. The Plan covers only repair and replacement of Standard Units necessary because of normal wear and tear and does not provide for repair of damage or correction of defects caused by abuse, neglect, failure to properly maintain, or negligent use of the water heater, and does not cover damages from causes such as freezing, clogging or stoppage of pipes, fire, flood, smoke, tampering, earthquake, salt corrosion, severe weather, acts of God, damage from pests or other forms of misuse. The determination that a repair or replacement is not covered for any of these reasons will be made solely by Utility Partners of America.
3. The Plan is not responsible for water loss due to leakage or bursting. Any customer who seeks bill adjustment for water loss should contact Blue Ridge Rural Water. They will follow their standard procedure and protocol for any adjustments.
4. If a covered service requires a Utility Partners of America technician to work in or near an environmental hazard or other health threatening situation, you shall be responsible for any additional costs for necessary precautions needed to complete the service. Such cost will be quoted to you by Utility Partners of America and you are solely responsible for payment in full at the time the service is rendered.
5. Other services not covered include, but are not limited to, rusty or muddy water, plumbing not complying with the applicable plumbing codes, obsolete or unavailable materials, water damage due to leakage or bursting, repair or replacement due to restricted lines, and repair or replacement due to water pressure in excess of 80 psi, or damage caused by a faulty water heater.
6. Utility Partners of America shall have no liability for its failure to perform to the extent due to an act of God, flood, riot, war, accident, labor strikes, act of government or any other cause beyond its reasonable control.

Indoor Water Line Repair

1. The Plan covers Homes only. Water lines outside of the Home foundation are not covered under this plan. The Plan allows for only (3) water line repairs annually starting on the date of the first service call.
2. Utility Partners of America will provide covered services starting (31) days from the Plan enrollment date. You must be covered by the Plan and have paid all Plan fees in order to make a service request
3. If any repair requires the structural alteration to walls, floors, ceilings, fixtures and similar items, such work will only be done with your authorization. You agree that all such costs will be quoted to you by Utility Partners of America and you are solely responsible for payment in full at the time the service is rendered. You are also responsible for replacing such items.
4. The Plan covers only repair to inside potable water piping from the Home foundation to the point of entry at each appliance/plumbing fixture. The Plan covers repairs necessary because of normal wear and tear and does not cover defects or failures of manufactured goods such as polybutylene piping including, but

not limited to, fixtures, gate valves, water heaters, toilets, sinks, garbage disposals, lavatories, pressure reducing valves, fans, tanks, air conditioners, pumps or related piping.

5. The Plan does not provide for repair of damage or correction of defects caused by abuse, neglect, failure to properly maintain, or negligent use of the plumbing and/or piping system, and does not cover damages from causes such as freezing, clogging or stoppage of pipes, rust, fire, flood, smoke, tampering, earthquake, salt corrosion, severe weather, homeowners or 3rd party negligence such as cutting, crushing, destruction of lines by machinery, water pressure in excess of 80 psi., acts of God, damage from pests or other forms of misuse. The determination that a repair or replacement is not covered for any of these reasons will be made solely by Utility Partners of America.
6. The Plan is not responsible for water loss due to leakage or bursting. Any customer who seeks bill adjustment for water loss should contact Blue Ridge Rural Water. They will follow their standard procedure and protocol for any adjustments.
7. If a covered service requires a Utility Partners of America technician to work in or near an environmental hazard or other health threatening situation, you shall be responsible for necessary precautions needed to complete the service.
8. Other services not covered include, but are not limited to, plumbing not complying with the applicable plumbing codes, obsolete or unavailable materials, water damage due to leakage or bursting, repair due to restricted lines.
9. Utility Partners of America shall have no liability for its failure to perform to the extent due to an act of God, flood, riot, war, accident, labor strikes, act of government or any other cause beyond its reasonable control.

Outdoor Water Line Repair\Replace

1. The Plan covers Homes only. Water lines inside of the Home foundation are not covered under this plan. The Plan allows for only (3) water line repairs annually starting on the date of the first service call.
2. Utility Partners of America will provide covered services starting (31) days the Plan enrollment date. You must be covered by the Plan and have paid all Plan fees in order to make a service request.
3. If any repair or replacement requires the removal of plants, shrubs, trees, or cutting of driveways and similar items, such work will only be done with your authorization. You agree that all such costs will be quoted to you by Utility Partners of America. You are solely responsible for payment in full at the time the service is rendered. You are also responsible for replacing such items.
4. The Plan covers only repair or replacement of outside potable water piping from the customer's side of the water meter to the Home foundation. The Plan covers repair or replacement of up to 100 feet of your typical 1 inch or smaller water line. An additional \$1.00 per month is charged for each additional 100 foot of water line. The Plan covers repairs or replacements necessary because of normal wear and tear and does not cover defects or failures of manufactured goods. The determination that a replacement is necessary is made solely by Utility Partners of America.
5. The Plan does not provide for repair of damage or correction of defects caused by abuse, neglect, failure to properly maintain, or negligent use of the plumbing and/or piping system, and does not cover damages from causes such as freezing, clogging or stoppage of pipes, rust, fire, flood, smoke, tampering, earthquake, salt corrosion, roots, severe weather, homeowners or 3rd party negligence such as cutting, crushing, destruction of lines by machinery, water pressure in excess of 80 psi., acts of God, damage from pests or other forms of misuse. The determination that a repair or replacement is not covered for any of these reasons will be made solely by Utility Partners of America.
6. If trenching is involved, the Plan provides for restoration such as strawing and seeding affected area. Prior to trenching, the Plan requires up to 72 hrs. to locate and mark utility lines pursuant to state law.
7. The Plan is not responsible for water loss due to leakage or bursting. Any customer who seeks bill adjustment for water loss should contact Blue Ridge Rural Water. They will follow their standard procedure and protocol for any adjustments.
8. If a covered service requires a Utility Partners of America technician to work in or near an environmental hazard or other health threatening situation, you shall be responsible for precautions needed to complete the service.
9. Other services not covered include, but are not limited to, plumbing not complying with the applicable plumbing codes, obsolete or unavailable materials, water damage due to leakage or bursting, repair or replacement due to restricted lines.
10. Utility Partners of America shall have no liability for its failure to perform to the extent due to an act of God, flood, riot, war, accident, labor strikes, act of government or any other cause beyond its reasonable control.

PLAN LIMITED SERVICE WARRANTY AND LIABILITY LIMITATION

Repairs performed for covered services are warranted by Blue Ridge Rural Water and shall be free from defects in materials and workmanship for a period of one (1) year from performance of the repair. Utility Partners of America will repair or replace any repair work performed relating to the covered service that are defective in either materials or workmanship to the extent claims are made to Blue Ridge Rural Water in writing within the one (1) year warranty period. THE REPAIR OR REPLACEMENT OF SUCH DEFECTIVE WORK IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY AND BLUE RIDGE RURAL WATER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BLUE RIDGE RURAL WATER WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, OR PROPERTY DAMAGE OR PERSONAL INJURY AS A RESULT OF A MALFUNCTION OF YOUR WATER HEATER, OR WATER LINES.

FOR SERVICE REQUESTS

To speak to a representative about this Plan, call toll-free 1-864-269-2755.

To request service, call 1-800-760-7378.

You will be required to provide your name, address and a description of the problem. A Service Agent will then contact you and schedule an appointment. All calls will be scheduled for appointment in the order they come in unless of emergency. Due to unforeseen increased call activity or emergencies beyond Blue Ridge Rural Water or Utility Partners of America's control, response times are not guaranteed.

Upon arrival, Utility Partners of America will examine the work to be performed. For service covered under the Plan(s) (up to any limit specified above), there will be no additional charge to you. Utility Partners of America will be compensated by Blue Ridge Rural Water for repair or replacement that is a covered service.

Repairs or replacement not covered under the Plan(s) can be performed by Utility Partners of America at your cost. Utility Partners of America can provide you with an estimate of the repair or replacement costs. The decision to allow Utility Partners of America to make the repair or to get other estimates is left to you. If you choose to hire Utility Partners of America to perform such repair, you must pay them for services rendered. Blue Ridge Rural Water will not warrant or be responsible for these additional services.

Only Utility Partners of America are authorized to perform covered service repairs. Blue Ridge Rural Water will not pay for covered services that are performed by other contractors and will not re-imburse customers who have forgotten they have the above programs.