

# WESCO INSURANCE COMPANY

## SEWER/SEPTIC LINE INSURANCE COVERAGE

### TERMS AND CONDITIONS

#### KEY TERMS

**The Administrator** means Home Emergency Insurance Solutions, 5301 Blue Lagoon Drive #400, Miami, Florida 33126, which administers this insurance program on Our behalf. You may contact the Administrator at the foregoing address or by calling toll-free at 1-877-444-2461.

**Emergency Breakdown** means the sudden failure to the External Sewer/Septic Lines due to defects in workmanship and/or materials, breakdowns due to normal wear and tear, or breakdowns arising in the course of ordinary functioning and usage, which immediately:

- a.) Exposes You to a risk to Your health.
- b.) Creates a risk of or damage to Your Property or any of Your belongings normally contained within the Property, or
- c.) Makes Your home on the Property uninhabitable.

**Premium** means the amount You are required to pay for this agreement.

**Property** means the Property listed on the Declaration Page.

**Reinstatement** means back-filling of any necessary outside excavation to leave the ground level.

**Service call(s)** means repair or replacement or unblocking work performed by a licensed plumber or licensed service provider to diagnose and eliminate a covered Emergency Breakdown.

**We, Us, and Our** means Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038. You may contact Us at the foregoing address or by calling Us toll-free at 1-877-444-2461.

**You and Your** means the Named Insured listed on the Declaration Page.

## 1. RESPONSIBILITY FOR BENEFITS OWED TO YOU:

We are responsible for the performance of contractual obligations under this Policy, including service performance and payment of the cost of any benefits payable to You under this Policy. The Administrator administers the delivery of benefits owed to You under this Policy. The Administrator will handle on Our behalf any claim You may have for benefits under this Policy. The Administrator will serve as Your ordinary point-of-contact for any questions or concerns You may have with respect to Your Policy; You may also contact Us with any further inquiries. We have given the Administrator authority to act on Our behalf in processing claims under this Policy and in assisting You in processing payments and other transactions under this Policy, and the Administrator will act on behalf of Us in providing these services to You.

This Policy becomes effective only after Our acceptance of the application and receipt of payment.

This Policy continues for one (1) year from the effective date listed on the Declaration Page. However in the first year of coverage You may not make a Service call within thirty (30) days of the effective date listed on the Declaration Page. Payment must be received by Us for this Policy to be effective.

This Policy will cover only systems for which You have responsibility.

## **2. EMERGENCY BREAKDOWN SERVICE:**

Subject to the terms and conditions of this Policy, including the exclusions and limits of liability listed below, We agree, in the event of a covered Emergency Breakdown during the Policy term, to arrange and pay for a licensed plumber or licensed service provider to provide a Service call under the following circumstances, subject to the type of coverage you have selected as shown on the Declaration Page:

### **a. External Sewer/Septic Lines**

Coverage is provided if You have an Emergency Breakdown to Your external sewer drains from the point at which they cross the outer vertical wall of the building on Your Property to the point of connection with the public sewers on the Property for which You have responsibility. In that event, You should call the Emergency Service Hotline.

In the case of an Emergency Breakdown to Your septic lines, Your coverage is for the external sewer drains from the point at which they cross the outer vertical wall of the building on Your Property to the point of connection with your septic system on the Property. Coverage does not include the septic system itself.

Covered Emergency Breakdown includes but is not limited to:

Drain jetting or snaking to clear blockage;

Relining of cracked drain;

Rebuilding of collapsed drain.

When You call the Emergency Service Hotline, We will:

- Arrange for a licensed plumber or licensed service provider to provide a diagnosis of the problem; and
- Pay for the covered Emergency Breakdown including Reinstatement, subject to limits of liability.

### **3. YOUR DUTIES:**

We will not pay for any Services performed without Our prior approval. Notice of any Emergency Breakdown must be given to the Administrator upon discovery and during the coverage term. In the event of an Emergency Breakdown under this Policy, You must:

- a) Call the Emergency Service Hotline immediately at 1-877-444-2464.
- b) Cooperate and assist the Administrator in any matter concerning a covered Emergency Breakdown.
- c) Provide the licensed plumber or licensed service provider with access to the Property.
- d) You must take every precaution to protect the Property until the necessary repair or replacement or unblocking is authorized by the Administrator and the work is completed.

We will make payment directly to the licensed plumber or licensed service provider after the work is completed. In some cases, it may be necessary for You to pay for the Service call, in which case, We will reimburse You when We receive Your paid invoice(s) and process Your payment.

### **4. EXCLUSIONS:**

We are not responsible for any of the following.

- a) WATER FAUCETS THAT REQUIRE WASHER REPAIR;
- b) THAWING OF TEMPORARILY FROZEN PIPES WHICH HAVE NOT RESULTED IN AN EMERGENCY BREAKDOWN;
- c) EMERGENCY BREAKDOWN TO EXTERNAL GUTTERING, STORM DRAINS AND DOWNSPOUTS OR ANY DAMAGE RESULTING FROM THEIR OVERFLOW;
- d) ANY EMERGENCY BREAKDOWN WHICH EXISTED PRIOR TO, OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE EFFECTIVE DATE OF THIS POLICY;
- e) EMERGENCY BREAKDOWN ARISING FROM THE DISCONNECTION FROM OR INTERRUPTION TO THE MAIN WATER SUPPLY;
- f) EMERGENCY BREAKDOWN CAUSED BY FAULTY CONSTRUCTION, IMPROPER MAINTENANCE OR A LACK OF MAINTENANCE;
- g) EMERGENCY BREAKDOWN ARISING FROM A CONTROLLABLE LEAK WHERE YOU COULD HAVE CONTAINED OR SHUT OFF THE LEAK YOURSELF;
- h) SWIMMING POOLS OR DECORATIVE FEATURES (SUCH AS PONDS, FOUNTAINS AND ANY ASSOCIATED EQUIPMENT), SUMP PUMP, VACUUM DRAINAGE SYSTEMS, SEPTIC SYSTEMS, SPA, SPRINKLER SYSTEMS, WATER SOFTENER AND WASTE DISPOSAL UNITS;
- i) REPAIR AND/OR REPLACEMENT COSTS OF: WATER TANKS, WATER HEATERS, RADIATORS, BATHROOM FITTINGS (E.G. TOILET BOWLS AND BATHS) AND SINKS.

- j) REPAIR OR REPLACEMENT OR UNBLOCKING OF COVERED PARTS, EQUIPMENT AND/OR SYSTEMS DUE TO THE GRADUAL REDUCTION IN PERFORMANCE CAUSED BY NORMAL WEAR AND TEAR WHERE AN EMERGENCY BREAKDOWN HAS NOT OCCURRED;
- k) EMERGENCY BREAKDOWN TO PROPERTY HAVING REMAINED UNOCCUPIED FOR MORE THAN THIRTY (30) DAYS. WE WILL NOT PROVIDE COVERAGE FOR AN EMERGENCY BREAKDOWN CAUSED BY FREEZING IF THE HOME WAS UNOCCUPIED OR THE HEATING WAS NOT IN OPERATION AT THE TIME OF THE EMERGENCY BREAKDOWN.
- l) REPAIRS OR REPLACEMENT WHEN PARTS ARE OBSOLETE;
- m) COSTS TO CORRECT OR UPGRADE ANY PART, EQUIPMENT AND/OR SYSTEM IN ORDER TO COMPLY WITH ANY FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, ORDINANCE OR UTILITY REGULATIONS;
- n) COSTS ASSOCIATED WITH TREATMENT, REMOVAL, RECOVERY, OR DISPOSAL OF HAZARDOUS MATERIAL;
- o) REPAIR OR REPLACEMENTS OR UNBLOCKING WITHOUT OUR PRIOR AUTHORIZATION;
- p) REPAIR OR REPLACEMENTS OR UNBLOCKING ARISING FROM MANUFACTURER'S RECALLS, DEFECTS OR CLASS ACTION SUITS;
- q) COST OF CLOSING WALLS, FLOORS OR CEILINGS;
- r) COST OF REPLACING AND REINSTALLING (INCLUDING BUT NOT LIMITED TO: CARPETS, CABINETS, KITCHEN ASSEMBLIES, PANELING, STUCCO, WOOD, TILE, WALL PAPER, FIXTURES,

FITTINGS, MIRRORS);

- s) CONSEQUENTIAL OR INCIDENTAL DAMAGES;
- t) INJURY, ILLNESS, DAMAGE, INCONVENIENCE OR LOSS OF USAGE CAUSED BY DELAYS, NON-AVAILABILITY OF PARTS, LABOR DIFFICULTIES OR OTHER CONDITIONS BEYOND OUR CONTROL;
- u) ANY AND ALL COSTS ASSOCIATED WITH A REPAIR VISIT, IF IT IS DETERMINED THAT COVERAGE UNDER THIS CONTRACT DOES NOT APPLY, OR NO COVERED EMERGENCY BREAKDOWN IS DISCOVERED;
- v) COST ASSOCIATED IN OBTAINING PERMITS;
- w) COST ASSOCIATED WITH REINSTATEMENT OF HARD OR SOFT LANDSCAPING (INCLUDING BUT NOT LIMITED TO: DRIVEWAYS, PATHWAYS, WALLS, PATIOS, DECKS, FLOWERBEDS, TREES AND LAWNS);
- x) COVERAGE ON MOBILE HOMES, RECREATIONAL VEHICLES, MULTIPLE-UNIT DWELLINGS, COMMERCIAL BUILDINGS, OR ANY RESIDENTIAL HOME OVER 5,001 SQ. FT;
- y) EMERGENCY BREAKDOWN CAUSED BY OR RESULTING FROM: INSECT, VERMIN, PETS, MISUSE, ABUSE, NEGLIGENCE, VANDALISM, THEFT, WAR, RIOT, MILITARY UNREST, NUCLEAR ACCIDENT, FLOODING, WATER FLUCTUATIONS, FIRE, HAIL, WIND, LIGHTENING, EARTHQUAKES, EARTH MOVEMENT, LANDSLIDE, SAND, CHEMICALS;
- z) CIRCUMSTANCES OUTSIDE OUR REASONABLE CONTROL SUCH AS EXTREME WEATHER CONDITIONS, POWER and/OR SYSTEM FAILURE, INDUSTRIAL ACTION OR STATE OR FEDERAL

## AUTHORITIES EMERGENCY DIRECTIVES.

### 5. LIMITS OF LIABILITY:

Our obligations for a covered Emergency Breakdown are limited to:

- a. Two Service calls per coverage term.
- b. A maximum of \$3000 for any one Service call.
- c. Your prorated share of the cost of repair or replacement or unblocking for shared plumbing or drainage facilities, up to \$3000 for any one service call.

### 6. GENERAL CONDITIONS:

#### a. CANCELLATION:

If You cancel this Policy within 30 days of the effective date We will refund Your Premium in full.

You may cancel this Policy after 30 days from the effective date by providing written notice. You will be entitled to a pro-rata refund of Premium paid less any claims paid by Us. Any refund not paid to You within 30 days is subject to a 10% monthly penalty.

This Policy shall be non-cancelable by Us, except for:

- (a) Nonpayment of Premium when due,
- (b) Fraud or misrepresentation by You of facts material to the issuance of this Policy or in connection with a claim under this Policy.

If We cancel, We will provide you with written notice of cancellation as required by law. You will be entitled to a pro-rata refund of Premium paid provided no Service call has been made.

**b. CUSTOMER SERVICE.**

**We strive to provide You with the highest standards of service. If You feel that Our service has not met Your expectations or You have a question or concern, please contact Us at:**

**5301 Blue Lagoon Drive, Suite 400, Miami, FL 33126, or call 1-877-444-2461.**

**You can also contact the California Department of Insurance. However, the California Department of Insurance should be contacted only after discussions with the insurance company or its agent or representative or both have failed to produce a satisfactory resolution to the problem.**

**The California Department of Insurance can be contacted at:**

**California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street, South Tower  
Los Angeles, California 90013  
Toll free number: (800) 927-4357  
Local telephone number: (213) 346-6969  
Fax number: (213) 897-5961**

**c. PAST DUE AMOUNT(S):**

**If You fail to make full payment of Premium when due, We may terminate Your coverage under this Policy.**

**d. WAITING PERIOD:**

**You have thirty (30) days from the effective date of this policy as shown on the declaration page before You can make a Service call. During that period if You decide You do not want the Policy You can notify Us and We will provide a full refund of Premium paid.**

#### e. PERMANENT REPAIRS.

All permanent repairs will have a minimum of a six (6) month repairer's guarantee.

#### f. TRANSFER:

Your rights and duties under this Policy are transferable only to a subsequent purchaser of the Property, and any such transfer must be completed within thirty (30) days from the date of sale to the subsequent owner. All transfers are for the balance of the remaining term and are subject to any outstanding Premium and the new owner registering into the program.

#### g. OVERLAPPING COVERAGE:

If You find You have other coverage that provides similar benefits, You can notify Us immediately. We will refund Your Premium as long as no Service call has been provided. You may be required to provide a copy of the contract/policy showing similar coverage.

#### h. RIGHTS OF RECOVERY:

If We pay for an Emergency Breakdown, We may require You to assign Us Your rights of recovery against others. We will not pay for an Emergency Breakdown if You impair these rights to recover. Your right to recover may not be waived.

#### i. REPAIR, REPLACEMENT AND/OR UNBLOCKING:

At Our discretion a covered Emergency Breakdown may be remedied by repair, replacement and/or unblocking.

#### j. SECOND OPINION:

We reserve the right to a second opinion by a licensed repairer of Our choosing on any repair or replacement diagnosis.

## k. FRAUD AND/OR MISREPRESENTATION:

Misrepresentation or any attempt to defraud Us, including collusion between You and the plumber or service provider, shall result in cancellation of coverage, and We shall seek reimbursement and may pursue remedies under the law.

## I. PRIVACY POLICY

Personal information about You may be collected from persons other than You. The categories of information that we may collect include information about Your Property. Such information as well as other information collected by Us or by Our agents may, in certain circumstances be disclosed to third parties. The information will be disclosed only as permitted under applicable law. You have the right to review Your personal information in Our files and can request correction of any inaccuracies. A more detailed description of Your rights and Our practices is available upon request by calling us at 1-877-444-2461. Customer information collected during the purchase and administration of this Policy is not disclosed to other companies for the purposes of marketing other products and services. Such information may be disclosed to other companies in order to provide service under this Policy. Should you have any questions about our policy please contact us on 1-877-444-2461. Telephone calls may be recorded/and or monitored.