

## TRAVELERS BENEFIT PROGRAM RELEASE AGREEMENT

Homeowner(s): \_\_\_\_\_

Insured Property: \_\_\_\_\_

Homeowners' Insurer(s): \_\_\_\_\_

Travelers Benefit Amount: \_\_\_\_\_

This Travelers Benefit Program Release Agreement is made and entered into by and between the Homeowner(s) (listed above) and Homeowners' Insurer(s) (listed above).

### I. DEFINITIONS

1. "**Agreement**" means this Travelers Benefit Program Release Agreement including its Definitions, Recitals, Undertakings, Representations and Warranties, and Terms and Conditions.

2. "**Travelers**" means, collectively, Homeowners' Insurer(s) and all of its or their respective past, present and future officers, directors, principals, shareholders, agents, representatives, employees, attorneys, parents, subsidiaries, affiliates, predecessors, successors and assigns.

3. "**Party**" or "**Parties**" means **Homeowner(s)** and Travelers.

4. "**Claims**" means any and all past, present and/or future claims, demands, obligations, requests, suits, actions, rights of action, liabilities, losses, damages, liens, administrative proceedings, administrative remedies, governmental actions, settlements and causes of action, at law, equity or otherwise, whether arising out of tort, contract, statute, regulation, assignment,

subrogation or otherwise, including but not limited to those for damage to real or personal property, personal injury, pain and suffering, mental anguish, emotional distress, lost wages or income, loss of earning capacity, loss of property, loss of use, diminution in value, additional living expense, loss of rents, consequential loss, bad faith, punitive or exemplary damages, interest, expert costs, contractors' costs, attorneys' fees or any other damage, loss, cost or expense of any kind or nature whatsoever, whether known or unknown, filed or unfiled, asserted or as yet unasserted, claimed or unclaimed, which exist or may in the future exist.

5. For purposes of this Agreement only, "concrete foundation" includes, where applicable, concrete foundation walls (also known as basement walls, house foundation walls or garage foundation walls), concrete floor slabs, concrete footings and all other concrete items.

## **II. RECITALS**

WHEREAS, Homeowners' own the Insured Property identified above;

WHEREAS, the concrete foundation of the Insured Property has deteriorated due to the presence of pyrrhotite;

WHEREAS, pursuant to General Statutes § 38a-91vv, the Connecticut Foundation Solutions Indemnity Company (hereinafter "CFSIC") has been established as a captive insurance company for the public purpose of providing financial assistance to owners of residential buildings with concrete foundations that have deteriorated due to the presence of pyrrhotite;

WHEREAS, Travelers has established the Travelers Benefit Program pursuant to an agreement with the State of Connecticut, for the purpose of providing certain Travelers insureds

who receive financial assistance from CFSIC and who elect to participate in the Travelers Benefit Program with certain financial assistance additional to that provided by CFSIC, in exchange for execution by the Homeowner(s) of this Agreement.

WHEERAS, the Insured Property is or was insured under the following policies (hereinafter, collectively, the “Policies”) issued by Homeowners Insurer:

WHEREAS, Homeowner(s) has enrolled in the Travelers Benefit Program;

WHEREAS, it has been determined that, under the terms of the Travelers Benefit Program, Homeowner(s) is eligible for a Travelers Benefit in the amount of the Travelers Benefit Amount;

WHEREAS, Homeowner(s) has been offered and has elected to accept a Travelers Benefit in the amount of the Travelers Benefit Amount;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, intending to be legally bound hereby, the Parties agree as follows:

### **III. UNDERTAKINGS**

1. Travelers hereby agrees to provide a Travelers Benefit, in the amount of the Travelers Benefit Amount, for Homeowner(s). The Travelers Benefit must be paid to the homeowner(s)’ contractor on behalf of the homeowner(s) unless the homeowner(s) already have paid the contractor for work that is the subject of the Travelers Benefit. If the homeowner(s) provide

appropriate documentation showing the amount already paid to the contractor for such work, that portion of the homeowner(s)' Travelers Benefit payment may be paid to the homeowner(s).

2. For and in consideration of Travelers agreement in Paragraph III(1) to provide the Travelers Benefit, in the amount of the Travelers Benefit Amount, for Homeowner(s), Homeowner(s) hereby releases, remises, acquits and forever discharges Travelers from any and all Claims arising out of or related to, directly or indirectly, pyrrhotite-related deterioration of the Home's concrete foundation, including but not limited to Claims for loss or damage of any type resulting from such deterioration, any and all Claims arising from or relating to Travelers' issuance of property insurance policy forms and/or adjustment and/or denial of property insurance claims to the extent that such forms and/or adjustments pertain to the existence or nonexistence of coverage for reported pyrrhotite-related deterioration of concrete foundations or for loss or damage of any type resulting from such deterioration under an Additional Coverage for Collapse provision, and also including but not limited to any and all Claims that have been made, or could have been made, under the Policies and/or in any litigation (if any) between Homeowner(s) and Travelers.

3. Homeowner(s) hereby expressly acknowledges that the releases provided for in Paragraph III (2) of this Agreement include, but are not limited to, any and all Claims arising from or related to, directly or indirectly, damages, losses, or injuries that may be unknown, undiscovered and/or unanticipated.

4. Homeowner(s) hereby expressly acknowledges that the releases provided for in Paragraph III (2) of this Agreement include, but are not limited to, any and all Claims arising out

of or relating to, directly or indirectly, any allegations of bad faith, unfair claims practices, unfair trade practices and/or any other act or failure to act in connection with issuance of any insurance policy form, claim investigation, claim handling, and/or conduct of any kind in violation of any law, statute, regulation, rule or insurance code provision.

5. To the extent that Homeowner(s) has litigation pending against Travelers arising out of or related to, directly or indirectly, pyrrhotite-related deterioration of the Home's concrete foundation, as part of the release of Travelers provided for herein, Homeowner agrees to dismiss such suit(s), with prejudice, and with each Party to bear its own costs, within ten (10) days of the receipt of the execution of this Agreement.

#### **IV. Representations and Warranties**

1. The Parties each represent and warrant that they are fully authorized to enter into this Agreement. Each individual executing this Agreement represents that he or she has taken all necessary corporate and internal actions to duly approve the making and performance of this Agreement on behalf of the Party the individual represents, that he or she has the authority to enter into this Agreement on behalf of such Party and to bind such Party, and that no further corporate or other internal approval is necessary.

2. Homeowner(s) represents and warrants that, as of the date of this Agreement, no other person or entity is entitled to present any of the Claims released herein and that Homeowner(s) has not assigned, subrogated, conveyed or otherwise transferred and has not attempted or purported to assign, subrogate, convey or otherwise transfer any right extinguished by the releases given in this Agreement to any other person or entity.

3. Homeowner(s) represents and warrants that Homeowner(s) has had an opportunity to consult with counsel of his/her/their choice prior to entering into this Agreement; that Homeowner(s) has read and become familiar with the entire Agreement; and that he/she/they has signed this Agreement of his/her/their own free will intending to be permanently bound by its terms. Homeowner(s) further declares that no promise or representation has been made by Travelers or by anyone acting for it to Homeowner(s) or to anyone acting for Homeowner(s) except as expressly stated herein; that in entering into this Agreement, Homeowner(s) has relied upon his/her/their judgment; and that Homeowner(s) fully understands that this Agreement extinguishes all Claims directly or indirectly arising from or related to pyrrhotite-related foundation deterioration and/or issuance of policy forms relating to the Additional Coverage for Collapse against Travelers.

## V. MISCELLANEOUS TERMS AND CONDITIONS

### 1. Section Headings

The paragraph headings in this Agreement are for ease of reference only and do not constitute part of this Agreement.

### 2. Governing Law

This Agreement and all matters relating or pertaining hereto shall be governed and construed by and under the laws of the State of Connecticut. Any litigation regarding this Agreement shall be brought and litigated in the Connecticut Superior Court for the Judicial District of Hartford.

### **3. No Precedent**

This Agreement is not, and shall not be construed as, an admission or concession of liability and/or coverage and/or wrongdoing by Travelers. This Agreement also is not, and shall not be construed to operate as, a waiver of any rights or defenses that Travelers has, had or may have, including without limitation, any rights or defenses under any of the Policies or in any pending litigation. All actions taken or statements made, whether orally or in writing, by the Parties or their representatives relating to their participation in the Agreement, including the development and implementation of the Agreement shall be without prejudice or value as precedent and shall not be construed as a standard by which other matters may be judged.

### **4. Agreement Not In Violation Of Any Duty**

Nothing in the negotiation or execution of this Agreement or in the performance of this Agreement according to its terms shall be deemed to be or cited as an act of bad faith or a basis for extra-contractual liability or as a violation of any statute, regulation or legal duty.

### **5. Not Evidentiary**

No part of this Agreement may be used in any proceeding as evidence of the respective rights, duties or obligations of any of the Parties under the Policies and/or as evidence concerning the interpretation, meaning or existence of the Policies, provided however that this Agreement shall be admissible in any proceeding in connection with or related to the interpretation, validity or enforcement of this Agreement.

## **6. Construction**

The language of this Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any Party hereto. This Agreement shall be deemed to have been drafted by all Parties to this Agreement, and neither Party nor their respective attorneys shall urge otherwise. This Agreement is not a contract of insurance, and the Parties agree that any special rules of interpretation or construction of insurance contracts shall not apply, but instead only those rules of interpretation or construction of contracts in general shall apply.

## **7. Successors**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal successors and assigns.

## **8. Entire Agreement**

This Agreement constitutes all of the agreements between the Parties. Any representations, promises or statements not set forth in this Agreement shall be of no force and effect.

## **9. Amendments**

No amendments or variations of the terms of this Agreement or termination of this Agreement shall be valid unless made in writing and signed by all Parties.

## **10. Severability**

If any part of this Agreement is determined by a court to be invalid or unenforceable, such ruling shall not affect the validity or enforceability of other parts of this Agreement, provided that the payment and release provisions in Section III herein are still enforceable.



### **11. Execution**

This Agreement may be executed by each of the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, with the same effect as if the Parties had signed the same copy. Signatures may be exchanged by e-mailing signature pages signed in Portable Document Format (PDF) or by facsimile, and such signatures shall be valid and have the same effect as originals. The Agreement will become effective on the date the last Party executes it.

### **12. No Third Party Rights**

This Agreement shall not confer any rights upon, and is not enforceable by, any persons or entities besides the Parties.

### **13. Costs**

Each Party is to bear its own attorneys' fees, costs, and expenses arising from the actions of its own counsel in connection with this Agreement, and all matters and documents referred to herein, and for all related matters.

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN READ AND SIGNED IN  
DUPLICATE ORIGINALS BY EACH OF THE PARTIES (OR A DULY AUTHORIZED  
REPRESENTATIVE THEREOF):**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Sworn to and subscribed before me, Notary Public, at \_\_\_\_\_, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Sworn to and subscribed before me, Notary Public, at \_\_\_\_\_, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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My commission expires: \_\_\_\_\_

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Sworn to and subscribed before me, Notary Public, at \_\_\_\_\_, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

