

**Please retain this Service Agreement as the only record of your coverage.**

## **Service Agreement for Your External Sewer Line Protection Plan (“Plan”)**

### **What is covered under the Plan**

The Plan covers all parts, material, and labor required to repair, replace or unblock your external sewer line up to the Plan coverage limit. The determination of whether and with what to repair or replace any covered parts is at the discretion of Homeowner Safety Valve Company (the “Company”) or its agent. Plan coverage also includes excavation, paving, loaming, and seeding of the lawn as required in the area of repair or replacement. Plan coverage does not include removal of trees. Restoration to any area disturbed by the repair that is on Your Property and outside Your Residence is limited to: filling, raking and reseeding of grass, reinstallation of existing soft landscaping and shrubbery and patching of paved surfaces. We cannot guarantee the survival of any living materials disturbed by the repair and will not be responsible for the replacement of any decorative paving, pathways or landscaping features. Safety Valve will only perform one restoration.

### **Benefit Limit:**

**In addition to your total coverage limit, you can make a maximum of three (3) Service Calls per Term.**

### **Exclusions: What is NOT covered under the Plan**

This plan does not cover the repair of any internal sewer or drain blockages or leaks to your internal system above or before the main sewer cleanout located in your basement (as indicated on the diagram located in the brochure). **If you do not have a main sewer cleanout on your line, you will be responsible for the cost of installing a cleanout.** In the event you do not have a proper cleanout and service is required, you will incur a charge of \$50 for a toilet lift and reset. This Plan covers only the repair, replacement or unblocking of your main external subsurface sewer line that accepts waste from residential toilets and connects to the city sewer system. The Plan specifically excludes service to and does not cover the following: (a) any external sewer line over 300 feet in length, regardless of where the blockage may occur on the line; (b) any clean up or environmental services related to a flooded basement or premises for any type of water or raw sewage backup, spill, fumes or mold; (c) any type of sewer odors emitting from the sewer main, system, or sewer line that seep into the drainage or venting system of a house; (d) any sewer backups into the home caused by heavy rains or a main sewer system failure; (e) repair or replace sewer lines that are in a wetlands area or run under (over or through) a body of water such as lake, river, stream, pond, ocean, swimming pool (whether above or below ground); (f) portions of a sewer line underneath concrete floors or patios, (g) any other part or service not specifically listed in the brochure under the description of the Plan; (h) repairs to and/or replacement of any equipment, including any pumps or grinder pumps, including but not limited to sewer lines, damaged directly or indirectly as a result of you or any other party working or excavating on your property or in the vicinity of such sewer lines. (i) Secondary drain lines (including but not limited to washers, sinks, gutters, tubs, gray water) connected to your main external sewer line whether located inside or outside your premises are not covered. This Plan does not cover any parts, material, or labor required as a result of unusual circumstances, including but not limited to earthquake, aftershocks, volcanic eruption, landslide, natural disaster, flood, sinkhole, civil disobedience, riot, or war.

**Sewer House Trap:** Properties with house traps are required to have the house trap accessible for a pre-inspection. If the house trap is not accessible, your enrollment would be denied. The removal of a house trap is not covered by Safety Valve. However, if you are an existing customer and if the house trap is the cause of your sewer backup, Safety Valve would assist in covering a portion (10%) of the cost to remove the house trap. If the removal of the house trap is not addressed and an additional back up occurs, the Company reserves the right to discontinue the Plan at the end of its existing term or otherwise at the complete discretion of the Company.

**Excessive Claims:** We (or our agents) may notify you at the time of a repair that your Service Address or Covered Property has a recurrent issue that you need to address. Excessive claims can be categorized as the following; recurrent issues not addressed by the customer, abuse of the sewer line by disposing of foreign objects, recurring sewer backups at house trap. If you do not address the issue to our satisfaction, we may cancel your coverage at our discretion and deny future claims connected to this issue.

### **Your Responsibility**

**IF YOU SUSPECT YOU HAVE A SEWER EMERGENCY, YOU ARE RESPONSIBLE FOR REPORTING IT TO 1-800-713-1613 AS SOON AS IS PRACTICAL.**

If a sewer blockage or backup causes a slippery, hazardous, or health condition on your property, any other property, or any public street, you remain solely responsible for securing the area and/or making such area safe. THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGE CAUSED BY SUCH SLIPPERY, HAZARDOUS, ENVIRONMENTAL OR HEALTH CONDITION.

### **Other Conditions/Restrictions**

1. **Eligibility:** The residential Sewer Line Protection Plan is available only for one through six-family residential dwellings located in a service territory where the Company is offering this Plan, and your sewer line must have a diameter of 6

**inches or less with a sewer service line length no greater than 300 feet. In order to be eligible for coverage, such sewer lines must conform to all applicable ordinances and regulations, be owned by you and be located on your property. Customers will be responsible for any costs associated with bringing their sewer lines into compliance with such ordinances or regulations. The sewer line must be connected to a municipally owned and maintained sewer main and not a private sewer main. The Plan is not available to apartment buildings or condominium units or complexes. Seasonal or property having remained unoccupied for more than [90] days, commercial or mixed use properties and/or properties with septic systems are not eligible for Plan coverage.** The customer must own the property traversed by the sewer line, or they must show proof of a valid Right of Access that permits access for the repair and/or replacement of the sewer line if it crosses any intervening property (whether common or private). Sewer lines that cross intervening properties without a valid Right of Access are not covered under the Plan. Separate plan coverage is required for each additional sewer line at a premises. Property owners with an external sewer line that is shared or connected with other premises or property, are not covered and are not eligible to enroll in Plan. In the event a dispute arises over ownership of a sewer main between the homeowner and municipality or any other agency or party, the Plan coverage will be terminated and a refund issued. Each homeowner should check their homeowner's insurance policy to determine whether it covers repairs of their sewer line.

**The Company reserves the right to deny Plan eligibility for any reason.**

2. *Enrollment:* Coverage begins 30 days after the Company receives your enrollment form and payment. Payment must be made in full, no partial payments accepted. A \$25.00 fee will be charged for returned checks. **All covered parts must be in good operating condition on the date Plan coverage begins.** Any sewer backup(s), collapse(s), or blockage(s) that exist prior to Plan enrollment will not be covered.

**The Company reserves the right to perform an on-site inspection of your sewer line within 30 days of receiving your enrollment and payment before accepting any responsibility under the Plan.**

3. *Termination/Cancellation of Plan(s):* The Company reserves the right to terminate a Plan if a service person responding to a service call at your home determines that one or more of the following conditions exists: (a) the sewer line does not conform to all applicable regulations; (b) the sewer line otherwise does not qualify under the Plan; or (c) there are unsafe working conditions that you refuse to remedy. Failure to provide or otherwise permit the servicing or replacement of any parts necessary to maintain the parts covered under the Plan in good condition will automatically terminate the Plan. If a contract is revoked for any of the above reasons, the Company will refund the amount you have paid for coverage for that year. The Company reserves the right to discontinue coverage if the residential dwelling does not meet the eligibility requirements. If eligibility is denied, only the last payment will be refunded. If you fail to pay your annual fee by its expiration date or if you move outside the Company service area, your Plan will be cancelled. If you allow your plan to expire and wish to re-enroll you will be subject to a 30 day waiting period and may be subject to a pre-inspection. In neither case will you receive a prorated refund. **If you move, you may transfer the remaining balance of this Plan to a subsequent Purchaser or transfer your Plan to your new premises providing your new premises is in our service area. This transfer must be completed within thirty (30) days from the date of sale by calling 1-800-713-1613.** The Company reserves the right to discontinue the Plan at the end of its existing term or otherwise at the complete discretion of the Company.

4. *Damages:* THE COMPANY WILL NOT BE HELD LIABLE FOR ANY DAMAGE CAUSED TO YOUR PERSON OR PROPERTY UNLESS SUCH DAMAGE IS THE RESULT OF THE NEGLIGENCE OF THE COMPANY OR ITS AGENTS. THE COMPANY WILL IN NO EVENT BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO WATER DAMAGE OR SEWAGE SPILLS EITHER INSIDE OR OUTSIDE THE PREMISES.

5. *Response Time:* The Company or its agent will promptly respond to requests for service 24 hours a day / 7 days a week. Response time may vary based on several factors, including but not limited to weather conditions, workload, and staffing levels. In most cases, the Company or its agent will dispatch repair crews within 24 hours or same day of call. In cases where an outside excavation needs to occur, the Company will provide repair services within 72 hours due to permitting requirements. If there is an unsafe working condition present, the Company reserves the sole right to delay service to your premises until you make the area safe. If you refuse to make the area safe, the Company will terminate the Plan.

6. You must call Safety Valve to arrange for service in order for repairs to be covered. **All work under the Plan must be performed by the Company or a Company-referred contractor. The Company will not pay for work otherwise covered under the Plan if such work is performed by a contractor hired by you or anyone else other than the Company.**

7. *Renewals:* The Company will mail to you a renewal statement before the expiration of your Plan. At the end of the coverage term, your claims history will be considered, and we may amend, re-price or discontinue your contract with us, at our discretion. Information and prices contained in this service agreement, brochure and enrollment form are accurate as of 11/1/21. The Company reserves the right to change the coverage or price of the Plan without prior notice. To cancel or change your Plan to a new premise, please call SAFETY VALVE at 1-800-713-1613.

**For an expanded list of Terms & Conditions, please visit our website at [www.safetyvalveplans.com](http://www.safetyvalveplans.com)**