



# Terms and Conditions

Please note these are general terms. Refer to your specific service territory agreement for terms pertaining to your service area by logging in to your account. **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, a collapsed sewer line 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 "HOSV") or its agent. Plan coverage also includes excavation, paving, loaming, and seeding of the lawn as required in the area of the 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/walkway, 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. 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 needed, you will incur a charge 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 slabs, floors, patios, steps, porches, decks, stone walls, fences, and other structures as determined by HOSV; (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, grinder pumps or backflow system, 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, any work required as a result of conditions beyond HOSV control, including but not limited to negligence, misuse, improper installation, back pitch issues, acts of God, damages caused by earthquake, aftershocks, volcanic eruption, landslide, natural disaster, flood, sinkhole, civil disobedience, riot, war, or changes in law or local ordinance; (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.

## 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, HOSV 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

**IN THE EVENT OF A SEWER LINE BLOCKAGE OR BACKUP, YOU ARE RESPONSIBLE FOR REPORTING IT TO SAFETYVALVE AT 1-800-713-1613 service 24 hours a day / 7 days a week.**

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 six inches or less with a sewer service line length no greater than 300 feet. 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 premise. 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. Rerouting of the sewer line is not covered.

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

cancel your coverage. You will be due no refund. We will write to you explaining the reasons for cancellation.

## **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 the 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. If you move, you may transfer the remaining balance of this Plan to a subsequent Purchaser. 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/ 7days 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 72hours 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. Your Responsibilities When You Make a Claim:**

You must call SafetyValve to arrange for service 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 if such work is performed by a contractor hired by you or anyone else other than the Company. This plan is not a preventive maintenance plan. If you decide to cancel the claim, please call us. If our contractors arrive to your property and service is declined or cancelled after the fact. The service call will count towards your (3) service calls per term.

**REPAIR AMOUNTS PAYABLE BY YOU.** In the unlikely event the repair or replacement and restoration estimate exceeds the available coverage benefit you will be required to pay the difference directly to our agents before work starts. If you do not pay, your claim will be denied, and we may

## **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 7/1/23. The Company reserves the right to change the coverage or price of the Plan without prior notice. To cancel, please call SAFETY VALVE at 1-800-713 -1613.

## **8. Our Contact Details:**

If you need to contact us for any reason (other than to make a claim) you can:

- Call us at 1-800-713-1613 (8 a.m. to 4.30 p.m. Monday thru Friday),
- Write to us at Homeowner Safety Valve, 835 Main Street, Bridgeport, CT 06604-4995, or
- Email us at [safetyvalve@aquarionwater.com](mailto:safetyvalve@aquarionwater.com)
- Visit our website at [www.safetyvalveplans.com](http://www.safetyvalveplans.com)

## **9. Your Service Agreement:**

Coverage and Documents Please read these documents carefully and consult your homeowner's insurance, whole-home warranty, and other coverage you maintain to ensure you have the coverage you need. Pay particular attention to confirming that you have sole responsibility for the property you want to cover - we cannot cover you if you need permission from a landlord, homeowner's association, neighbor or any other third party to have a repair performed. THIS IS NOT AN INSURANCE POLICY OR SELLERS WARRANTY.

**DOUBLE-COVERAGE.** If we identify, or are notified by you, that you have duplicate coverage with any home warranty or homeowner's insurance policy, we will cancel your coverage. You will be entitled to a refund so long as no claims have been made and serviced.

## **10. Liability, Disputes and Arbitration:**

WE ARE NOT LIABLE FOR ANY DAMAGES OR LOSS UNLESS CAUSED BY OUR NEGLIGENCE OR THAT OF OUR AGENTS. YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL OUR LIABILITY, INCLUDING SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES OF ANY NATURE, EXCEED THE ANNUAL PREMIUM FOR THIS COVERAGE.

We commit to do our best to make things right in a manner that is fair to all. In the unlikely event of a dispute, you agree that the dispute will be submitted by you to arbitration within Connecticut under the rules of the American Arbitration Association. Each party will be responsible for their own attorney's costs. The arbitrator's judgment will be binding on you and us. If the arbitration is referred on to any court for any reason, you agree that the Connecticut courts will have jurisdiction.