

Service Agreement for Your Sewer Line Protection Plan ("Plan") Coverage

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 \$5,000 annually and per incident. 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 replacement of sod, shrubbery or mulch that must be moved in order to repair a service leak or perform other work. If such material must be moved to perform such work, the exposed area will be covered with grass seed.

Exclusions: What is NOT covered under the Plan

This Plan does not cover repair of any sewer/drain blockages inside your home above or before the main sewer cleanout located in your basement (as indicated on the diagram located in this brochure). If you do not have a main sewer cleanout in your house, you will be responsible for the cost of installing a cleanout on your sewer line if it is necessary for the Company to do so in order to complete a repair. This Plan covers only the repair, replacement or unblocking of your sewer line. 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 back-up, 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 back-ups 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, 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 this 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. 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, civil disobedience, riot, or war.

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 back-up 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. 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. Shared sewer lines with another premise or property other than your residence are not covered. In the event a dispute arises over ownership of a sewer main between the homeowner and municipality or any other agency, 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 coverage for any reason.

2. **Enrollment:** Coverage begins 30 days after the Company receives your enrollment form and payment. 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 back-up(s), collapse(s), or blockage(s) that exist prior to Plan enrollment will not be covered. The Company reserves the right to make an on-site inspection of your sewer line 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. 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 only, and this transfer must be completed within thirty (30) days from the date of sale to the subsequent owner.

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 PREMISE.

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. **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. Information and prices contained in this brochure are accurate as of 2/20/09. 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.

If your home's sewer line suddenly becomes blocked, is this your only backup plan?



Safety Valve 24/7 Emergency Number:

1-800-713-1613

What would you do

if you were suddenly faced with a backed up sewer line in your home?

Who would you call?

How much would it cost?

How long would it take to repair?

Every homeowner who's been through this ordeal can tell you about the headache, the inconvenience, and the substantial expense that's involved. Sewer line repairs are not covered by most homeowner's insurance.*

The good news

is that there's a new way to protect your peace of mind and your pocketbook in the event of a sewer line emergency in your household.

Now you can receive expert emergency response with just a single phone call...and all for just pennies a day!

*Each homeowner should check their homeowner's insurance policy to determine whether it covers repairs of their sewer line.

Introducing



Sewer Line Protection Plan

For Residential Customers

The original *Safety Valve Water Line Protection Plan* has saved customers thousands of dollars in repairs to their water service lines.** Now the *Safety Valve Sewer Line Protection Plan* offers the same security...and the same economy...to customers facing problems with their sewer lines.

**Based on actuarial data of the Safety Valve program

The Safety Valve Sewer Line Protection Plan is not available to homeowners with septic systems.

HOMEOWNER
SafetyValve
C O M P A N Y

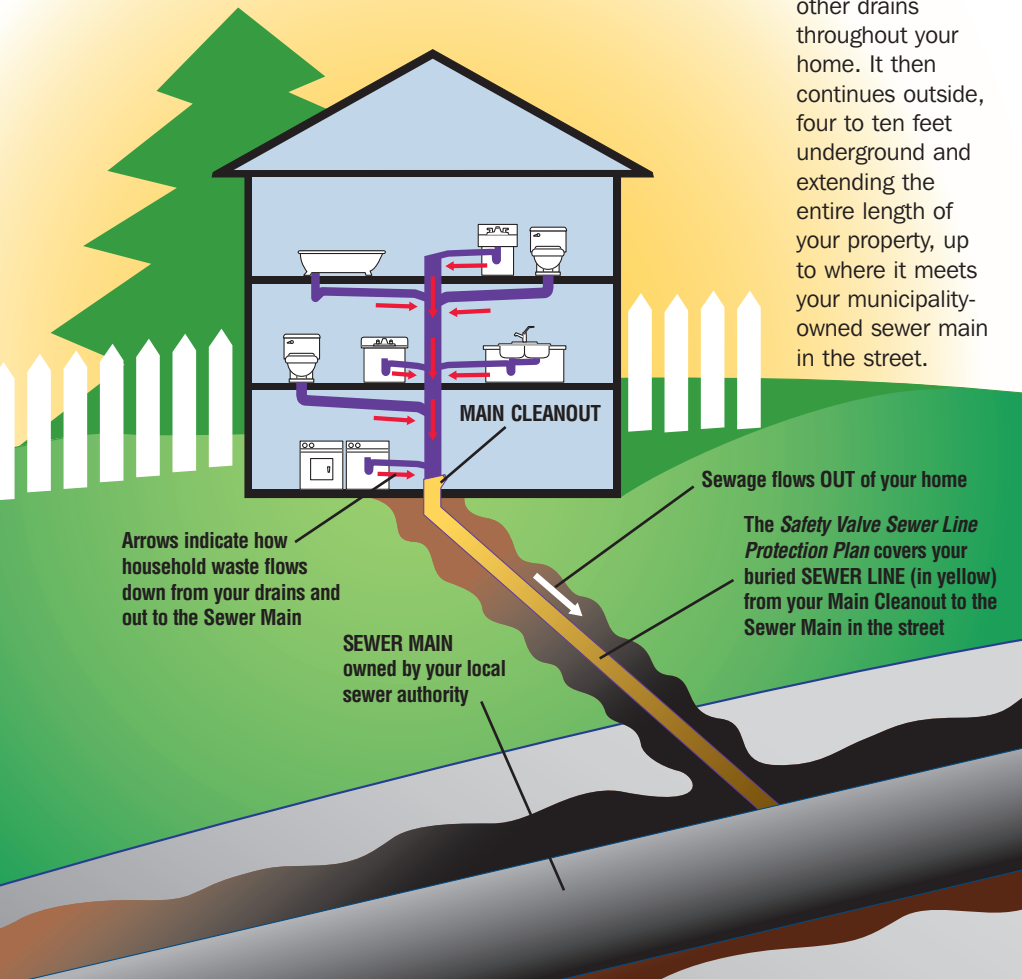
It's Your Responsibility

You may not realize that as a homeowner, you own and are responsible for the maintenance and repair of the sewer line that connects your home to the city's sewer main in the street.

A Homeowner's Nightmare

Over time, unpreventable conditions such as strangling tree roots, uneven ground settling, the pipe's age and material – even general wear and tear – can cause your sewer line to become blocked or collapse.

A Typical Home's Drain and Waste System



The sewer line begins in your basement, where it is a collection point for all the other drains throughout your home. It then continues outside, four to ten feet underground and extending the entire length of your property, up to where it meets your municipality-owned sewer main in the street.

If your sewer line should back up or collapse, you normally would have to:

- 1)** Hire a plumber to investigate the problem and attempt to unblock your sewer line.
- 2)** If the plumber determines that the blockage or collapse of your line is so severe that further action is required, you would have to hire a contractor to excavate your property and complete the repair or replacement of the line from the point of failure to the point of free flow.
- 3)** Finally, in the area of the excavation, you would need to have your lawn loamed and reseeded or your driveway repaved.

If you're not protected by the Safety Valve Sewer Line Protection Plan, these steps could cost you up to \$5,000 ...or more.

The Safety Valve Alternative

With the Safety Valve Sewer Line Protection Plan, you gain peace of mind knowing that if something should go wrong with your sewer line, you're covered.

Check Out The Benefits

- A single phone call to a single source to coordinate all phases of the covered repair
- Initial emergency response by a pre-qualified plumber to investigate the blockage and make any covered repairs that do not require excavation
- Expert covered repairs by pre-qualified plumbers and contractors
- Big Savings

- Initial service call to investigate the source of your equipment failure and unblock the sewer line
- Repair of the collapsed sewer line, if necessary, from the point of failure to the point of free flow
- Complete sewer line replacement, if necessary, from your home to the connection in the street
- Excavation costs
- Loaming and lawn reseeding, driveway repaving and sidewalk replacement in the area of excavation
- Parts, labor and materials
- Up to \$5,000 annually and per incident

Here's What's Covered

Please see the enclosed enrollment form for Safety Valve Sewer Line Protection Plan pricing.

Coverage begins 30 days after receipt of your payment. Simply complete and return the enclosed enrollment form or enroll by phone with MasterCard or Visa.

Enroll anytime, 24/7, by calling:

800.713.1613 *Toll-free*

203.336.7740 *In the Bridgeport, CT area*