

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

## **Service Agreement for Your Water Service Line Protection Plan (“Plan”) Coverage**

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

The Plan covers all parts, material, and labor required to repair or replace your leaking external service line. The determination of whether and with what to repair or replace your leaking service line 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 the repair or replacement. Plan coverage does not include removal of trees. 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. Coverage limits:

- **PREMIUM PLAN allows for up to \$15,000 annually and per incident.**
- **STANDARD PLAN allows for up to \$10,000 annually and per incident.**

**See the enclosed enrollment form for each Plan’s pricing.**

Plan choice can only be changed at the beginning of your next renewal period.

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

The Plan specifically excludes service to the following: (a) any external water service line over 300 feet in length, regardless of where the leak may occur on the line; (b) main shut-off house valve; pressure reducing valve; booster pump; meter pit frame or cover; swimming pool, lawn or fire sprinkler systems; (c) raise or lower curb boxes, or replace missing or broken curb box covers; (d) any leaks inside the premises beyond the main shut-off valve in the house; (e) repair or replace water 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 service line underneath concrete floors or patios; (g) any other part not specifically listed in the brochure under the description of the Plan; (h) equipment, including but not limited to service 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 service 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. This Plan does not cover any damages caused by the freezing or thawing of service lines.

### **Your Responsibility**

**IF YOU SUSPECT YOU HAVE A SERVICE LEAK, YOU ARE RESPONSIBLE FOR REPORTING IT TO 1-888-537-5006 AS SOON AS IS PRACTICAL.**

If a service leak on your property causes a slippery or hazardous condition on your property, any other property, or any public street, you remain solely responsible for making such area safe. THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGE CAUSED BY SUCH ICING OR OTHER SLIPPERY OR HAZARDOUS CONDITION.

### **Other Conditions/Restrictions**

1. **Eligibility: The residential Water Service 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 water service line must have a diameter of no more than 2 inches with a water service line length no greater than 300 feet. Plan membership covers only one metered service line. Separate Plan coverage is required for each additional service line on a property whether or not the additional line is individually metered. 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 are not eligible for Plan coverage.**

Covered service lines must conform to all applicable regulations. The customer must own the property traversed by the water service line, or they must show proof of a valid Right of Access that permits access for the repair and/or replacement of the water service line if it crosses any intervening property (whether common or private). Service lines that cross intervening properties without a valid Right of Access are not covered under the Plan. Property owners with an external water line that is shared or connected with other premises or property, are not covered and are not eligible to enroll in Plan. **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. 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 leaks that exist prior to Plan enrollment will not be covered. The Company reserves the right to make an on-site inspection of your service line before accepting any responsibility under the Plan.
3. *Termination/cancellation of Plan:* 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 service line does not conform to all applicable regulations; (b) the service line otherwise does not qualify under the Plan; or (c) there are unsafe working conditions that you refuse to remedy. Failure to provide access to or otherwise permit the servicing of any parts necessary to maintain the parts covered under the Plan 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 Homeowner Safety Valve 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 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 1-888-537-5006.**

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 COSTS OF INCREASED WATER CONSUMPTION CAUSED BY SERVICE LINE LEAKS.
5. *Response Time:* Response time may vary based on several factors, including but not limited to weather conditions, work load, and staffing. If there is an unsafe working condition present, the Company reserves the right to delay service to your premises until you make the area safe.
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 service agreement, brochure and enrollment form are accurate as of 10/1/13. 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 premises, please call SAFETY VALVE at 1-888-537-5006.

**This Service Agreement is available in larger print upon request.**