

Local Government Insurance Trust

LGIT 

Our Mission is Maryland

SEWER

**BACKUP
Response Kit**

RESPONSE PRIORITIES... WHAT TO DO AND SAY

DO

- ✓ Do provide protection against any immediate threats.
- ✓ Provide instruction for timely cleanup to prevent additional damage.
- ✓ Show concern.
- ✓ Show compassion.
- ✓ Be courteous.








DO NOT

- ✗ Do NOT accept responsibility for the backup.
- ✗ Do NOT admit fault.
- ✗ Do NOT promise to pay.
- ✗ Do NOT say “We will take care of this” or “We have insurance for this.”

PLEASE REMEMBER

Actions taken by field employees will vary greatly depending on the facts of each situation and the equipment available.

RESPONSE GUIDELINES

- 1**  If possible, **REMOVE WASTEWATER** from customer's property to minimize damages and to help diffuse frustrations. If it is not possible for you to remove the wastewater, instruct the claimant(s) to hire a professional service. It is helpful to provide the claimant(s) with a list of available professionals who perform wastewater extraction and disinfection services, being careful not to endorse or recommend any particular service.
- 2**  **DETERMINE AND DOCUMENT CAUSE** of backup to prevent future or repeated backups, to establish reasonably prudent maintenance procedures, and to enable LGIT to be able to determine liability and defend you in litigation, if necessary. If possible, take photos or video.
- 3**  **REPORT THE INCIDENT AND INFORM LGIT** by phone or facsimile. Have designated and trained personnel complete and submit the incident report providing the date, time, location, and the claimant(s) name, address, and phone number as soon as possible. **PLEASE DO NOT HAVE CLAIMANT(S) COMPLETE OR SIGN THE INCIDENT REPORT FORMS.**
- 4**  **DO NOT DISCUSS YOUR FINDINGS** or observations on the cause of backup with the claimant(s) or the service provider of the claimant(s). If the claimant wants this information, instruct them that you have been instructed to **REFER THEM TO THE LGIT CLAIMS DEPARTMENT.**
- 5**  **EXPLAIN** that your insurance provider, LGIT, will investigate and, based on the facts, make final decisions regarding responsibility.
- 6**  **PROVIDE COPIES** of your complaint log and completed research regarding prior backups at the affected location or nearby locations to the LGIT claims department.
- 7**  **DO NOT INSTALL** back-flow preventative devices on private property.

BLOCKAGE SITUATIONS

Appropriate ways to handle common blockage scenarios and questions...

IMPORTANT: DO NOT COMMIT YOUR LOCAL GOVERNMENT OR LGIT TO ANY PAYMENTS!

LOCAL GOVERNMENT MAIN LINE BLOCKAGE

“Indications are that the problem is a blockage in our main sewer line. We are in the process of repairing this line and should have it completed within 24 hours.”

“The claims adjuster for our insurance company will contact you within 24 hours. If you have not done so, please call a cleaning company immediately. The claims adjuster will discuss what steps will need to be taken.”

USER LATERAL LINE BLOCKAGE

“Indications are that the problem is with your lateral sewer pipe. This pipe is the owner’s responsibility. We are not allowed to work on this pipe. You need to call a plumbing/sewer repair company. You can look in the yellow pages or on the Internet, or I have a list of local companies (hand list of plumbing and sewer repair companies). If repair companies have any questions please have them call me.”

If asked if the Local Government will pay for the repair and /or the cleanup:

“We do not pay for work on private lines or cleanup from backups caused by blockages in private lines.”

If asked if their own insurance will pay for cleanup or repairs:

“I don’t know. You need to discuss that with your insurance agent.”

If the user says he/she thinks the local government should pay:

“Our liability insurance provider is LGIT. Their claims adjusters will decide responsibility based on all pertinent facts and the law.

“You may discuss your concerns with the adjuster. I will have them contact you within 24 hours.”

Always inspect the backup area and take steps to protect people and property that may be at immediate risk or danger! Remember, you are representing your employer.

INITIAL CONTACT

Examples of dialogue:

“There may be some health exposures; let’s keep children away from this area.”

“To help minimize damage and help return your life to normal, you need to arrange clean-up immediately. We suggest you call a clean-up company as soon as possible.”

(Refer to Yellow Pages Internet or give list of clean-up companies.)

STATE YOUR COURSE OF ACTION

Examples of dialogue:

“My crew and I will be looking at the sewer flow in the manholes on the line that services your home.”

“I will check back with you as soon as I have a clearer idea of the problem. I will be just down the road. You can find me if you have any questions or, if I’m not there, here is the number where I can be reached.”

(Provide your business card.)

CONTINUED CONTACT

Examples of dialogue:

“I can see that you are upset. I know that if this happened to me, I would probably be upset too.”

“I can certainly understand why you might feel the way you do.”

SEWER INSPECTION AND MAINTENANCE REPORT

Date of Inspection: _____ Time of Inspection: _____ AM/PM

Name of employee completing report: _____

Location *Address*: _____ Line: _____ Manhole #: _____

Reason for inspection or maintenance (Please select one):

Routine / Scheduled / Preventative / Overflow / Recurring Issue

Conditions found (both usual and unusual; unusual conditions to be reported immediately to a supervisor): _____

Notified supervisor(s): _____

Personnel who performed inspection/maintenance: _____

List inspection or maintenance work performed: _____

List equipment used: _____

Based on conditions found during this visit, it is recommended that this location be inspected/provided maintenance again within:

- | | |
|-------------------|-----------------|
| Immediately _____ | 9 months _____ |
| 1 month _____ | 12 months _____ |
| 3 months _____ | 18 months _____ |
| 6 months _____ | 24 months _____ |

Follow up action needed at this location:

Other information: _____

TO BE COMPLETED BY HOME/BUSINESS OWNER

NON-WAIVER OF DEFENSES AGREEMENT

NAME OF PERSON REQUESTING ENTITY SERVICES:

PROPERTY LOCATION:

NATURE OF PROBLEM:

REQUESTING PARTY'S INTEREST IN PROPERTY:

Owner_____ Tenant_____ Other_____

1. I have requested the assistance of the local government of _____ in correcting a problem with _____ at the address listed above.
2. Any assistance provided by the local government is voluntary and shall not constitute an admission of responsibility for the problem or waiver of any defenses by the local government to any claim whatsoever.
3. Any assistance by the local government shall not obligate the local government to continue any assistance.
4. The local government expressly reserves any and all defenses to any and all claims of whatsoever nature.
5. I have read this agreement and understand its terms fully and understand that it is binding on me.
6. I have received a copy of this agreement.

READ CAREFULLY BEFORE SIGNING!

Sign: _____

Date: _____