



## TERMS AND CONDITIONS

### I. Overview

The Elite Inspection Warranty Program (Program) provides compensation to Clients of participating home inspection companies for specific eligible repair expenses not identified as part of the standard home inspection performed on the property in accordance with industry or local standards. The administrator of the Program is Elite Inspection Warranty Company, LLC.

### II. Term

The Program period begins at closing and continues for the ninety (90) days after the closing on the inspected property, or one hundred twenty (120) days after the inspection date, whichever occurs first. The Program does not provide reimbursement for any claim not submitted within this timeframe. This Inspection Warranty has an aggregate limit of \$3,000.00 regardless of the number of claims submitted or the number of Eligible Elements (defined below) are involved in a claim.

### III. Eligible Properties

The Program will provide compensation in the form of reimbursement for repairs as outlined on owner-occupied, one- or two-family homes and condominium properties that have been inspected by a participating inspection company. Never occupied, or newly constructed are excluded from this Program. The Program does not include repairs associated with the common elements of a condominium property.

### IV. Aggregate Policy Maximum Limit

The aggregate limit of \$3,000.00 is the maximum limit for any one claim or series of claims submitted for any one Eligible Property under this Inspection Warranty. The repair expense per claim limit shown in the descriptions for each of the Eligible Elements (defined below) is the most we will pay for the sum of all repairs arising out of a single claim or a series of related claims pertaining to that specific Eligible Element, regardless of the number of claims made related to that specific Eligible Element. The Aggregate limit is the most we will pay for the sum of all repair expenses for all claims under this Inspection Warranty.

### V. Eligible Elements

#### Mechanical Systems:

Main Central Heating/Central Cooling/Heat Pumps are included. Water heaters are included. Other heating sources or accessories such as fireplaces, wood burning stoves, thermostats, humidifiers, sensors, etc. are not included. The Program does not include solar systems. Window cooling units, condensate lines or other systems not specifically listed are not included.

The Program will reimburse the Client for repair expenses associated with the failure of eligible main central heating/central cooling and water heaters specified above up to \$1,500.00 per claim. If we determine, or your contractor determines after investigation, that the repair of the system (Main Central Heating/Central Cooling/Heat Pumps or Water heaters) or the repair of the evaporator coil, condenser coil, compressor, blower motor, or heat exchanger of the system is not feasible or possible, the Program will compensate the Client up to a maximum of \$500.00 toward the replacement of the system or component.

#### Electrical and Plumbing Systems:

Primary interior water, drain and vent piping are included. Fixtures, faucets, shower pans, or sump pumps or other systems not specifically listed are not included in the Program.

Interior electrical panel(s) and wiring are included. Exterior service, alarm or security, or any utility service, smart home or electronic devices or other systems not specifically listed are not included. Systems, appliances, or structural

elements that are reported to be malfunctioning, deficient, requiring repair or not functioning as intended as reported in the home inspection report are excluded.

The Program will reimburse the Client for repair expenses associated with the failure of electrical and plumbing systems specified above up to \$2,250.00 per claim.

#### **Built-In Appliances:**

Built-in kitchen appliances including stove, cooktop, oven, dishwasher, microwave are included. Washer/dryers, refrigerators, water filtration systems, commercial grade appliances, wine coolers or beverage units or any appliance or component not specifically listed are not included. Systems, appliances, or structural elements that are reported to be malfunctioning, deficient, requiring repair or not functioning as intended as reported in the home inspection report are excluded.

The Program will reimburse the Client for repair expenses associated with the failure of eligible appliances specified above up to \$2,250.00 per claim. If we determine, after investigation, that the repair of an appliance is not feasible or possible, the Program will compensate the Client up to a maximum of \$500.00 toward the replacement of the appliance.

#### **Structural Elements:**

The Program will provide reimbursement for foundation or structural repairs affecting the support of the block or poured foundation walls or floor joists. Foundation repairs resulting from water intrusion are excluded. Foundation or structural repairs associated with conditions reported in the home inspection report are excluded.

The Program will reimburse the Client for repair expenses associated with foundation or structural repairs as specified above up to \$2,250.00 per claim with an aggregate policy maximum of \$3,000.00.

#### **Mold Remediation:**

The Program will provide reimbursement for approved mold remediation costs up to \$2,250.00 per claim, incurred exclusively for the purpose of mold removal on the interior of the home. The Program reserves the right to verify the presence of mold by sample analysis by a certified lab at the client's expense. Elevated spore levels in air samples do not qualify a house for mold remediation under this Program. The Program reserves the right to arrange for mold remediation services.

#### **Roof Leaks:**

The Program will reimburse Clients for repair expenses to the roof due to water penetration up to \$1,000.00 per claim.

Any other element, condition, repair, or expense not specifically listed in this document is excluded from coverage in the Program. In addition, the Program will not reimburse Client for repairs to listed elements documented in the inspection report to require repair, replacement, or be deficient, not functioning, or not operating as intended. The Program will not reimburse Client for repairs to listed elements documented in the inspection report as not inspected. If a system or component is not identified in the inspection report as having been inspected, or if any system or component is not identified anywhere in the inspection report, that system or component is excluded from coverage.

### **VI. Warranty Covers Repair Reimbursement Only. No Other Damages Are Covered**

In no event shall the Program be liable for any punitive, exemplary or other special damages, or for any indirect, incidental or consequential damages (including lost profits, loss of use or lost business opportunity), in each case arising under or in relation to this Inspection Warranty (including with respect to the performance or non-performance of any services), whether arising under breach of contract, tort or any other legal theory, and regardless of whether the Program has been advised of, knew of, or should have known of the possibility of such damages. The Program does not provide coverage for consequential damages arising from any failure, defect, or other conditions arising from or related to the Eligible Elements. The Program provides coverage for reimbursement for the repair of Eligible Elements only, and not for any damages caused to other systems or components of the inspected property.

### **VII. Claim Procedures**

To qualify for repair expense reimbursement under the Program, Client must comply with all notification, reporting requirements or other documentation or procedures as described below.

1. Client Notice: The Client agrees to notify the Program of the issue for which compensation under the warranty is being sought within 7 days of becoming aware of the condition by completing the Program Client Submission Form and any associated documents which can be completed online <https://eliteconsumerwarranty.com/report-a-claim>.

2. Date of Notice: The Client must notify the Program of the issue that requires repair within the first ninety (90) days after closing, up to a maximum of one hundred and twenty (120) days after the inspection date, whichever occurs first. Failure of the Client to notify the Program during the term will not be considered.

3. Repair Estimates: The Client is responsible for submitting itemized and detailed estimates for repairs. The Program may provide proposed repair estimates at the sole discretion of the Program. The Client will be responsible for all arrangements with the contractor(s), including contracts and payment, and any local permits, inspections, and associated fees. Client is responsible for arranging access to the house and for the purpose of reinspection, obtaining estimates, or opening of any surfaces needed to complete repairs.

After the Program Submission Form with all appropriate required documentation has been received by the Program, a Program Representative will contact the Client to review the details of the submission. In cases where a condition is deemed by the Program to be an emergency or affect the habitability of the dwelling, the Program may authorize, by telephone, e-mail or other means, reasonable emergency repairs.

### **VIII. Miscellaneous Limitations and Exclusions**

In addition to previously listed terms and conditions, the Program is subject to the following general limitations and exclusions:

Title Transfer/Non-Transferable: This Program is issued for the benefit of the Client and cannot be transferred or assigned to any other person or entity. The Program has no obligation to compensate Client under the Terms and Conditions of the Program in the event the Client (as documented on the inspection report performed by the participating home inspection company) has not transferred title or completed the purchase of the inspected property.

In addition to all exclusions identified herein, the Program will have no responsibility for repair expenses that were known to, or contemplated by, the Client prior to the closing of title on the inspected property, incurred once the Program term has expired, where repairs have started prior to the Client providing notice to the Program, associated with a system, element, component not specifically listed herein, is a result of environmental conditions, storms, extreme temperature changes, pest/wood destroying insect infestation and associated damages, code compliance issues or any claim involving to energy efficiency of any system or component of the inspected property.

### **IX. Disputes**

If a dispute arises between the Client and Program as to the Program's responsibility under this Warranty, such dispute will be resolved in accordance with the laws of the State where the inspected property is situated.