



# InterNACHI® Inspection Warranty

## Terms and Conditions

# INSPECTION WARRANTY TERMS AND CONDITIONS

## I. Overview:

The InterNachi 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.

## 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, newly constructed, or properties that have been vacant for more than 30 days are excluded from this Program. The Program does not include repairs associated with the common elements of a condominium property.

## IV: Eligible Elements

### Mechanical, Electrical and Plumbing 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.

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 mechanical, electrical and plumbing systems specified above up to \$2,250.00 per claim with an aggregate policy maximum of \$3,000.00.

### 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 with an aggregate policy maximum of \$3,000.00. If we determine, after investigation, that the repair of a 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.

#### 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.

#### Roof Repair and Mold Remediation Inclusion:

The Program includes compensation for repair or remediation expenses associated with roof leaks or mold removal as identified below.

#### Roof Moisture Intrusion:

The Program will reimburse Clients for repair expenses to the roof due to water penetration in excess of \$250.00 up to \$1,500.00.

#### Mold Remediation:

The Program will provide compensation for mold remediation costs in excess of \$250.00 up to \$1,500.00, incurred exclusively for the purpose of mold removal. The Program reserves the right to verify the presence of mold by sample analysis by a certified lab. Elevated spore levels in air samples do not qualify a house for mold mitigation under this Program. The Program reserves the right to arrange for mold remediation services.

*Note: Any other Element, condition, repair, or expense not specifically listed is not included.*

**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 documented to require repair, replacement, or be deficient, not functioning, or not operating as intended.**

## **VI. 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:** Prior to starting any work or commencing repairs, the Client agrees to notify the Program of the issue for which compensation under the warranty is being sought by completing the Program Client Submission Form and any associated documents which can be completed online <http://www.eliteinspectionwarranty.com/report-a-claims> or requested to be sent via email to [claims@eliteinspectionwarranty.com](mailto:claims@eliteinspectionwarranty.com).

**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.

## **VII. 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 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.**

## **VIII. 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 the laws of the state where the inspected property is situated.