



**EST 2008**

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**Residential Warranty Services**

P.O.Box 797

Carmel, IN 46082



# **RESIDENTIAL WARRANTY SERVICES, INC.**

This agreement (MoldSafe) is serviced and underwritten by Residential Warranty Services (RWS) and is provided free of charge by your home inspector as a part of your paid and completed home inspection.



## Term

MoldSafe protection is offered for a period of 90 days following the date of the inspection, or 22 days after closing, whichever comes later. All claims must be received by RWS within the term of the agreement. An extension of coverage may be made available at a nominal fee at the conclusion of this agreement. This agreement is not transferable to any other property outside of the one listed on your home inspection report.

## Coverage

During the agreement term, the following conditions are covered:

1. New visible mold- During the course of your home inspection and in your home inspection report, if there were no visible mold or moisture issues reported, this agreement covers the remediation (removal) of visible mold on surfaces permanently installed in the subject property.

## Covered Repairs

This agreement covers only repairs as specified and excludes all others. Coverage is limited to \$2000 in aggregate. Only new visible mold growth that occurs after the date of the inspection is covered. This agreement does not cover repairs to components that need to be replaced but rather just covers their removal. Many surfaces can be treated and cleaned without such removal. This policy does not cover mold resulting from insurable events including but not limited to floods, rain/water intrusion, or any other peril. This is not homeowner's insurance policy.

## Exclusions

RWS will not be responsible for any of the following;

- a. Repairing anything that occurred before the start date of this agreement.
- b. Repairing anything that wasn't reported to RWS during the term of this agreement.
- c. Repairing anything caused by you and/or third parties.
- d. Repairing anything in a home that is being renovated.
- e. Repairing anything caused by natural acts or disasters included but not limited to floods, landslides, sinkholes, plumbing line breakages, or any insurable cause.
- f. Repairing anything required by any other party (city, state, federal, or other party) unless otherwise covered by this agreement.
- g. Repairing any openings or damage caused to walls or floors as a result of investigation or repair of a covered issue.

h. Any and all medical issues related to mold, mildew, or any other organic growth.

## RWS' Right to Review

RWS reserves the right to have its own contractor review any diagnosis, estimate, and bid on any project covered under this agreement. RWS shall choose the acceptable estimate in its sole discretion for coverage. This warranty and all related disputes shall be interpreted and enforced in accordance with the laws of Hamilton County in the State of Indiana without reference to, and regardless of, any applicable choice or conflicts of laws principles.

## Claim Procedures

Written notification of claim including items 1, 2, and 3 must be received by RWS prior to the expiration of the policy. All claims on this policy shall be made by the buyer of record only after they have taken possession of the home and must be received within 90 days of the inspection or within 22 days of closing, whichever comes later. Claims will be processed after we are in receipt of items 1, 2 & 3. You will be contacted within 72 business hours of all items being submitted.

1. Written Notification of Claim - The following information must be contained in the notification:

- a. Your Name
- b. Your Inspection Company's Name
- c. A Phone Number Where You Can Be Reached
- d. A Brief Description of the Claim

2. An itemized repair estimate, including the breakdown of parts & labor, as well as a specific cause for the mold growth in writing from a duly licensed professional. RWS reserves the right to request up to two (2) additional estimates. The estimate must include contact information for the repairperson.

3. A copy of your home inspection report and any mold tests.

## Residential Warranty Services, Inc.

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## Deductible

The policy holder is responsible for the first \$300 worth of repairs and investigation of any covered issue. Any and all receipts and invoices must be delivered at time of claim submission to ensure credit for any covered expenditures. The policy holder is also responsible for any costs exceeding the coverage limitations of \$2000.00.