

"The Porch Guarantee"

for your Home Inspection

The Porch Guarantee provides confidence when hiring the right home inspector for your new home purchase.



Not insurance, Assurance!

Get this powerful advantage, Only with a Porch Partnered Home Inspector!

The Porch Guarantee (the Guarantee) covers you (the Client) when hiring the right home inspector for your new home purchase.

If a Porch Inspector (the Company / the Inspector) performs a full home inspection on the home you are purchasing, in compliance with their designated standards of practice and misses an item they were required to inspect, then Porch.com (the Administrator) and this guarantee can assist you.

Porch Inspectors intend to perform thorough quality inspections, but sometimes conditions are not fully visible or overlooked. "The Porch Guarantee" can assist you in the process of resolving an issue with your inspection professional and assist you in restoring your loss.

If available in your area, Porch.com fulfills the services to remedy the problem; if not we'll reimburse up to the cost of the inspection (see "Terms of Coverage") of approved service fees you might spend to fix the problem with a professional Porch introduces you to.

"Terms of Coverage"

This Guarantee is effective for ninety (90) days from the date of the inspection ("Guarantee Period"). This Guarantee does not apply to the inspection of any of the systems or components identified as "Excluded Items" as set forth in the inspector's report, professional services agreement or this document.

The Guarantee does not apply to any new failures that happen after the date of the inspection.

All claims submitted by the Client under the terms of this Guarantee must be received by the Company or Administrator on or prior to the date of expiration of the Guarantee Period.

To assist in claims processing, the home inspection report and inspection agreement issued by the Company will be considered an addendum to this Guarantee and is incorporated herein by reference.

Scope of Professional Services: For purposes of this Guarantee, the professional services provided by the Inspector to the Client are professional home inspection services per industry standards. ("Professional Services"). If the inspector does not identify a specific set of industry standards in the inspection agreement or inspection report then the predominant inspection standards for the area of the home will be used as the guide for this Guarantee.

"The Porch Guarantee"

"Terms of Coverage" Continued

<u>Coverage Amounts:</u> This Guarantee will only provide payment or repairs for items missed during your home inspection ("nonconforming Professional Services") related to a covered system or component that is within the building's foundation and up to a total of the home inspection fee, but not to exceed \$650.

Once the maximum amount is exhausted, no further coverage for any nonconforming Professional Services will be afforded to the Client by this Guarantee.

The individual coverage amounts for the Professional Services provided regarding each system or component inspected by the Company which are subject to this Guarantee are set forth in detail below.

<u>Special Note:</u> The Guarantee only covers the accuracy of the inspection and report and not the failure of the items inspected.

How your claim gets handled if it is approved:

- 1) Porch.com Home Services, if available in your area, will arrange with you for the item to be repaired up to the cost of the inspection.
- 2) If option #1 is not available Porch.com will recommend a contractor in your area for the repair and you will work through the contractor for an appointment.
- 3) If options #1 and #2 are not available then an amount set forth in the category list below will be sent to you directly.

The Professional Home Inspection Services related to the following systems and components are covered by this Guarantee, subject to all of the other terms and conditions of this document. Should a nonconforming service be found, the repair options #1 or #2 above are not available, then the full amount for that system will be paid based upon the table below, up to the aggregate amount above. Non-conforming professional services by systems - Coverage amounts per system are: Plumbing - \$250, Electrical - \$250, Built-in Appliances - \$250, HVAC - \$350, Garage - \$150, Structure - \$350 and Roof - \$350.

Excluded Items - This Guarantee does not cover commercial properties or missed Items related to one or more of the following items, systems, components and/or categories:

- any and all systems and components excluded from the home inspection as identified in the inspection report;
- any and all secondary and consequential damages related in any way to any Professional Services that are the subject of any claim made to the Company under this Guarantee;
- any system or component installed or method utilized to control or remove suspected hazardous substances;
- any system or component which was shut down or otherwise inoperable at the time of the home inspection:
- public or private waste disposal systems;
- any loss or damage caused by fire, explosion, smoke, water escape, changes that are not reasonably foreseeable in the level
 of underground water table, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, and
 earthquakes;
- any system or component not specifically identified as a Covered Professional Services by Identified Systems and Components in this Guarantee;
- any system or component not functional at the time the Professional Services were rendered;
- consequential or incidental damages;
- Professional Services related to any system or component where connecting piping, wiring and/or components were not readily accessible and visible at the time the Professional Services were rendered;
- any alleged nonconforming Professional Services that is presented for coverage because it relates to a system or
- component that is not in compliance with codes, regulations and/or ordinances;
- any stoppage of water regardless of the reason;
- any item excluded by the company's inspection agreement or industry standards of practice;
- this Guarantee does not cover the failure of systems or components after the inspection is performed.

"The Porch Guarantee"

"Terms of Coverage" Continued

Not an Insurance Policy, Service Contract or Home Warranty: The intent and purpose of this Guarantee is not to provide insurance coverage of any kind. It is not a contract where one undertakes to indemnify another or pay a specified amount upon determinable contingencies. It is not a contract or agreement by which the Company or Administrator, for consideration or not, promises to pay the Client upon the failure, destruction, loss or injury of something in which the Client has a pecuniary interest, or in consideration of a price paid, adequate to the risk, becomes security to the Client against loss by certain specified risks or to grant indemnity or security against loss for a consideration. Coverage is not predicated on the happening of any fortuitous event, any contemplated future occurrence or event, or any agreement by Company or Administrator to indemnify the Client against loss or damage to any system or component of the inspected property. This Guarantee is not insurance of the risk that any inspected system or component will remain free from defect for any period of time.

EXCLUSION OF Other Warranties or Guarantees: EXCEPT FOR THE GUARANTEE SET FORTH IN HEREIN, THE PROFESSIONAL SERVICES ARE PROVIDED "AS IS". THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OR GUARANTEES OF ANY KIND OR NATURE WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, DESIGN OR SUITABILITY, OR QUALITY OF SERVICE WITH RESPECT TO THE PROFESSIONAL SERVICES OR OTHER MATERIALS DELIVERED BY THE COMPANY. NO WARRANTIES OR GUARANTEES SHALL ARISE UNDER THESE TERMS AND CONDITIONS FROM COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT WILL THE COMPANY'S LIABILITY FOR DIRECT DAMAGES HEREUNDER EXCEED THE TOTAL VALUE OF AMOUNTS TO BE PAID FOR NONCONFORMING PROFESSIONAL SERVICES RELATIVE TO THE SYSTEMS AND COMPONENTS AT ISSUE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY TO THE CLIENT FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES CAUSED BY A BREACH OF THIS GUARANTEE, WHETHER OR NOT THE CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Procedures for making a claim:

First and foremost, this Guarantee is about whether your inspector made a mistake or missed something on the inspection and NOT about a system or component failing after you moved in. This is a Professional Services Guarantee and not a home warranty or service contract. If something failed after you moved in, please file your claim with your home warranty company if one was purchased when you bought your home.

- 1. You (The Client) can make a claim by calling 844-315-7677
- 2. You must fill out a "Written Notification of a Claim" form that will be emailed to you after calling in. This form must be received by your Porch Claim Administration ("PCA" The Guarantee Administrator that manages the claims process on behalf of the Company) prior to the expiration of the Guarantee Period. The Client must send a summary of the issue including the Client's name, phone number where the Client can be reached, the Client's complete address, and a copy of the home inspection report prepared for you by the Company.
- 3. The Client must provide an account including specific identification on of any nonconforming Professional Services. The Client must be able to show that the inspection was not accurate and have a professional provide documentation of such proof. The documentation should include any photographic evidence of the alleged nonconforming Professional Services, any reports or other documents prepared by a third-party and delivered to the Client that addresses the system or component involved in the alleged nonconforming Professional Services.
- 4. The claim must be filed prior to expiration of the Guarantee Period. Claims will only be processed after all necessary information has been received by PCA from the Client and all required documentation must be received within sixty (60) days ("Documentation Period") following the filing date of the claim. Failing to provide the required information within the Documentation Period will result in denial of the claim. All claim decisions made will be final.

Send all required documentation/information to:

Porch Inspection Guarantee C/O Porch Claim Administrator 330 Adams Jenkins Memorial Dr. Canton, GA 30115

Claim Assistance: 1-844-315-7677 Email: inspectionguarantee@porch.com