

**Inspectify
Home Purchase Inspection Limited Warranty**

Warranty Schedule

Per Event Repair Limit:	\$10,000.
Per Event Deductible:	\$250.
Warranty Period Aggregate Limit:	\$10,000.
Warranty Period:	(Contingent upon home purchase) One year, beginning on the home inspection date shown on the Inspection Report at 12:01 a.m. standard time at the inspected address.
To Submit a Claim:	Please access your Home Inspection Web Report within your Inspectify portal to submit a claim

A. GENERAL PROVISIONS

This Limited Warranty is an addendum to the Inspectify Terms of Use set forth at <https://www.inspectify.com/company/terms-of-use> (the “Terms of Use”) for the provision of Inspectify’s Home Purchase Inspection (as defined in the Terms of Use) entered into between Inspectify and the Warranty Holder. For the avoidance of doubt, this Limited Warranty applies only to Inspectify’s Home Purchase Inspection and no other Inspectify products or services. Words and phrases that have a defined meaning in the Terms of Use will have the same meaning in this Limited Warranty.

Throughout this Limited Warranty, the words “you” and “your” refer to the Warranty Holder indicated in the Terms of Use. The words “we”, “us” and “our” refer to Inspectify. The term Warranty Claims Administrator refers to The Hartford Steam Boiler Inspection and Insurance Company (“HSB”), which has been authorized by Inspectify to administer this Limited Warranty on its behalf. Words and phrases that appear in bold type have special meaning in this Limited Warranty. Refer to **C. DEFINITIONS**, of this Limited Warranty.

This Limited Warranty is provided in combination with the Terms of Use between you and us. No coverage is provided under this Limited Warranty for any loss or event that took place prior to the issuance of this Limited Warranty. This Limited Warranty shall be in effect for one year from the date of initial home inspection, contingent upon home purchase.

B. COVERAGE SUMMARY

If, during the term of this Limited Warranty, **Eligible Equipment** suffers a **Breakdown Event**, and if you provide us with prompt notice of such **Breakdown Event**, we will pay for the direct physical damage to your **Eligible Equipment**, subject to the **Remaining Useful Life Value** of the **Eligible Equipment**, the Per Event Repair Limit and the Warranty Period Aggregate Limit indicated in the **Warranty Schedule**, above.

Note: *It is your responsibility to provide us with prompt notice of any loss event you believe may be covered under this limited warranty. This limited warranty does not apply to any loss event unless the event is reported to our Warranty Claims Administrator within thirty days of the time such occurrence is first discovered by you.*

Please access your **Home Inspection Web Report** within your Inspectify portal to submit a claim. Please allow 1-2 business days for the claim to be setup. Once the claim is established, a dedicated Claim Service Representative from our partner, Hartford Steam Boiler (HSB), will call you to assist in processing your claim.

Contact Email for Questions: warranty@inspectify.com

We will only pay for that portion of the loss, damage or expense that is solely attributable to the **Breakdown Event**. This coverage is subject to all the other terms, conditions, limitations, and exclusions of this Limited Warranty.

We will not pay for any excluded loss, damage or expense, even though any other cause or event contributes concurrently or in any sequence to the loss, damage, or expense. We will not pay for loss, damage or expense caused by any excluded cause of loss, such as the causes listed under **D. THINGS THAT ARE NOT COVERED**, whether or not caused by or resulting from a **Breakdown Event**. We will not pay for any loss or expense other than the direct physical damage to your **Eligible Equipment** arising from a **Breakdown Event**.

This Limited Warranty represents the full extent of our obligation to you arising from any **Breakdown Event**.

C. DEFINITIONS

1. "Breakdown Event"

a. **Breakdown Event** means a sudden and accidental:

- (1) Mechanical breakdown;
- (2) Electrical breakdown;
- (3) **Electronic Circuitry Impairment**; or
- (4) Bursting, cracking or splitting

of **Eligible Equipment** that results in direct physical damage and requires repair or replacement of all or part of the damaged **Eligible Equipment**. We will consider **Electronic Circuitry Impairment** to be physical damage to **Eligible Equipment**.

b. Complete or partial interruption of electrical power, fuel or water supply, whether deliberate or accidental is not a **Breakdown Event**.

2. "Cyber Event" means cyber activity including but not limited to:

- a. The introduction of malicious code including viruses, worms, Trojans, spyware and keyloggers within **Eligible Equipment**; or
- b. Unauthorized electronic access to **Eligible Equipment** or to electronic data or software within or used with **Eligible Equipment**.

3. "**Electronic Circuitry Impairment**" means an accidental event involving Electronic Circuitry within **Eligible Equipment** that causes **Eligible Equipment** to suddenly lose its ability to function as it had been functioning immediately before such event. An **Electronic Circuitry Impairment** must also meet each of the following conditions:

- a. We shall determine that the reasonable and appropriate remedy to restore such **Eligible Equipment's** ability to function is the replacement of one or more Electronic Circuitry components of the **Eligible Equipment**.
 - b. None of the following is an **Electronic Circuitry Impairment**:
 - (1) Any condition caused by or relating to:
 - (a) Incompatibility of the **Eligible Equipment** with any software or equipment installed, introduced or networked within the prior 30 days; or
 - (b) Insufficient size, capability or capacity of the **Eligible Equipment**.
 - (2) Exposure to adverse environmental conditions, including but not limited to change in temperature or humidity, unless such conditions result in an observable loss of functionality. Loss of warranty shall not be considered an observable loss of functionality.
 - c. As used in this definition, Electronic Circuitry means microelectronic components, including, but not limited to, circuit boards, integrated circuits, computer chips and disk drives.
4. **"Eligible Equipment"**
- a. **Eligible Equipment** means only the following equipment that has been inspected, deemed **Functional**, photographed with a manufacturer's nameplate and referenced in your Inspection Report:
 - (1) Hot Water Heater;
 - (2) Refrigerator;
 - (3) Dishwasher;
 - (4) Range/Cooktop;
 - (5) Oven;
 - (6) Clothes Washer;
 - (7) Clothes Dryer;
 - (8) Microwave;
 - (9) Central Air Conditioning Equipment;
 - (10) Heat Pump;
 - (11) Furnace;
 - (12) Boiler (Condensing or Electric);
 - (13) Water Softener;
 - (14) Boiler (Hot Water, Steam or Cast Iron);
 - (15) Electrical Panel; and
 - (16) Whole House Generator (Permanently Installed).

The **Eligible Equipment** must be owned or used by you, or members of your family who reside with you.
 - b. None of the following is **Eligible Equipment**:
 - (1) Supporting structure, cabinet or compartment;

- (2) Insulating material associated with **Eligible Equipment**;
 - (3) Water piping other than boiler feedwater piping, boiler condensate return piping or water piping connected to a heating or air conditioning system;
 - (4) Wastewater piping or piping forming a part of a fire protective sprinkler or irrigation system;
 - (5) Buried or encased piping or buried vessels, however, interior buried or encased piping connected to a heating or air conditioning system is **Eligible Equipment**;
 - (6) Software or electronic data; or
 - (7) Any equipment rated by your home inspector as partially-functional or non-functional on your Inspection Report.
5. **“Functional”** means your home inspector has, at the time of your inspection date, assigned a rating of functional to an individual unit of **Eligible Equipment** on your Inspection Report. Equipment rated as partially-functional or non-functional do not meet the definition of **Functional**.
 6. **“One Breakdown Event”** means if an initial **Breakdown Event** causes other **Breakdown Events**, all will be considered **One Breakdown Event**. All **Breakdown Events** that are the result of the same event will be considered **One Breakdown Event**.
 7. **“Pollutant”** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 8. **“Remaining Useful Life Value”** is calculated based on the Table appearing in section **F. ADDITIONAL CONDITIONS, 5. Loss Valuation** and is used to determine the replacement value of **Eligible Equipment**. **Remaining Useful Life Value** means the dollar amount derived from multiplying the percentage indicated under the **Eligible Equipment’s** age as evidenced in the manufacturer’s nameplate, with the replacement cost of equipment of the same kind, quality, size and capacity. This amount, subject to the Per Event Repair Limit and the Warranty Period Aggregate Limit in the **Warranty Schedule** above, is the warranted amount payable under this Limited Warranty.

D. THINGS THAT ARE NOT COVERED

1. Consequential and Other Loss

Loss of use or any other consequential loss; any fine, penalty, punitive damages, exemplary damages, court injunction or court process; any claim or suit; any bodily injury or mental anguish; your costs associated with investigating or settling the warranty claim or any insurance claim; any other loss, damage or expense other than the direct physical damage to your **Eligible Equipment** arising from a **Breakdown Event**.

2. Cosmetic Damage

Any damage that does not impair the functionality of **Eligible Equipment**.

3. Earth Movement

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole;

- d. Tsunami or volcanic action; or
- e. Any other earth movement including earth sinking, rising or shifting caused by or resulting from human or animal forces or any act of nature.

4. Electrical Disturbance

Sudden and accidental damage from artificially generated electrical current, including electrical surge or brown out.

5. Governmental Action

The destruction, confiscation or seizure of property by order of any governmental or public authority.

6. Gradual Loss

- a. Rust, corrosion (including pinhole leaks), erosion or gradual loss of efficiency or functionality; or
- b. Leakage or seepage at or from any connection, valve, fitting, shaft or seal.

7. Installation or Repair

Damage to **Eligible Equipment** while it is being installed, dismantled or repaired.

8. Intentional Loss

Any loss arising out of any act you commit or conspire to commit with the intent to cause a loss.

In the event of such loss, no Warranty Holder is entitled to coverage, even Warranty Holders who did not commit or conspire to commit the act causing the loss.

9. Loss Outside of the Warranty Period

Any **Breakdown Event** that takes place prior to the issuance of this Limited Warranty or after this Limited Warranty or the Terms of Use has expired or been cancelled or voided.

10. Mold

Mold, fungus, wet rot, mildew or yeast, including any associated spores or toxins.

11. Neglect

Your neglect to use all reasonable means to save and preserve property at and after the time of a loss.

12. Normal Maintenance

Any condition which can be corrected by an act of normal equipment maintenance. This includes, but is not limited to:

- a. Providing necessary power or supply;
- b. Replacing expendable parts;
- c. Recharging or replacing batteries; and
- d. Reloading or updating software or firmware.

13. Nuclear Hazard

Nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

14. Pollution

Any discharge, dispersal, seepage, migration, release or escape of **Pollutants**.

15. Software Problems

- a. Any programming error, programming limitation, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving data or media of any kind; or
- b. Any **Cyber Event**; or
- c. Incompatibility of **Eligible Equipment** with any software or equipment installed, introduced or networked within the prior 30 days.

16. Standard Property Perils

Standard Property Perils means:

- a. Fire or Lightning (including fire resulting from a **Breakdown Event**);
- b. Windstorm or Hail;
- c. Explosion;
- d. Riot or Civil Commotion;
- e. Aircraft;
- f. Vehicles;
- g. Smoke;
- h. Vandalism or Malicious Mischief;
- i. Theft;
- j. Weight of Ice, Snow or Sleet;
- k. Accidental Discharge or Overflow of Water or Steam;
- l. Freezing; or
- m. Volcanic Eruption.

17. War

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

18. Water or Other Liquid Damage

Any damage caused by water or other liquid, including water or other liquid that results from a **Breakdown Event**.

E. YOUR RESPONSIBILITIES

In order to keep this Limited Warranty in force during the full Warranty Period, it is your responsibility to see that all of the following requirements are complied with.

1. It is your responsibility to appropriately maintain your property and **Eligible Equipment**. We will not pay your costs to maintain, operate, protect or enhance your property or **Eligible Equipment**, even if such costs are to comply with our recommendations or prevent loss, damage or expense that would be covered under this Limited Warranty.
2. If a **Breakdown Event** occurs, you must:
 - a. Give prompt notice to us and our Warranty Claims Administrator, within thirty days of the time such occurrence is first discovered by you. There is no liability under this Limited Warranty for claims reported more than 30 days after the expiration of the Warranty Period.
 - b. Protect the property from further damage. If repairs to the property are required, you must:
 - (1) Make reasonable and necessary repairs to protect the property; and
 - (2) Keep an accurate record of repair expenses.
 - c. Demonstrate that the loss is the result of a **Breakdown Event** covered under this Limited Warranty.
 - d. Cooperate with us and our Warranty Claims Administrator in the investigation of a claim.
 - e. As often as we reasonably require:
 - (1) Show us the damaged property;
 - (2) Provide us with records and documents we request and permit us to make copies; and
 - (3) Provide us with detailed repair estimates.

F. ADDITIONAL CONDITIONS

1. Abandonment Of Property

We need not accept any property abandoned by you.

2. **Bankruptcy** – If you become bankrupt, this will not relieve you or us of our obligations under this Limited Warranty.
3. **Concealment, Misrepresentation or Fraud** - We will not pay for any loss and coverage under this Limited Warranty will be void if you at any time intentionally:
 - a. Cause or allow damage, loss or expense in order to collect on this Limited Warranty coverage; or
 - b. Misrepresent or conceal a material fact with respect to the Terms of Use, this Limited Warranty or a claim under this Limited Warranty.
4. **Legal Action** – No one may bring legal action against us under this Limited Warranty unless there has been full compliance with all the requirements of this Limited Warranty and the action is brought within one year after the **Breakdown Event**.
5. **Loss Valuation** – Our payment will be the least expensive of the cost to repair or replace the **Eligible Equipment**.

To determine replacement value of **Eligible Equipment**, our calculation will be based on the **Remaining Useful Life Value** of the **Eligible Equipment** at the time of the **Breakdown Event**. Subject to the Per Event Repair Limit and the Warranty Period Aggregate Limit shown in the **Warranty Schedule** above, in no event will the **Remaining Useful Life Value** be less than 25% of the replacement value of the **Eligible Equipment**.

Payment is based on the cost to replace the **Eligible Equipment** with like kind, quality, size and capacity. You are responsible for the extra cost of replacing **Eligible Equipment** with equipment of a better kind or quality or of a different size or capacity.

Refer to the table below for the replacement cost percentage based upon the age of **Eligible Equipment**:

Replacement Value				
Remaining Useful Life Based on Equipment Age				
AGE of EQUIPMENT IN YEARS				
10/15-Year Expected Useful Life	<= 1 year	<= 2 years	<= 5 years	> 5 years
Hot Water Heater	100%	80%	50%	25%
Refrigerator				
Dishwasher				
Range/Cooktop				
Oven				
Clothes Washer				
Clothes Dryer				
Microwave				
Central Air Conditioning Equipment				
Heat Pump				
Furnace				
Boiler (Condensate or Electric)				
Water Softener				

25-Year Expected Useful Life	<= 1 year	<= 3 years	<= 8 years	<= 13 years	>13 years
Boiler (Hot Water, Steam or Cast Iron)	100%	90%	70%	50%	25%
Electrical Panel					
Whole House Generator (Permanently Installed)					

6. Other Recovery – We will not be liable under this Limited Warranty for any portion of the loss for which you have received or will receive payment from another source. This includes, but is not limited to, payments from insurance policies and other warranties (including manufacturers' warranties). If you receive such other recovery after we have paid your claim, you agree to notify

us and refund to us the difference between the claim payment you received from us and the claim payment you would have received from us if the other recovery had been known to us at the time of the settlement.

- 7. Payment Of Covered Loss** – Any loss covered under this Limited Warranty will be payable to you.
- 8. Transferability** – This Limited Warranty is not transferable or assignable without the express written consent of us and the Warranty Claims Administrator.
- 9. Warranty Period** – This is a one-year, non-renewable Limited Warranty, contingent upon your purchase of the property listed on the Inspection Report. The one year warranty period begins at 12:01 a.m. standard time at the inspected address on the date of the home inspection, as shown on the Inspection Report.
- 10. Warranty Claims Administrator** – The claims administrator of this Limited Warranty is:
The Hartford Steam Boiler Inspection and Insurance Company
(A Company of the Munich Reinsurance Group)
Contact Phone: 1-888-472-5677
Contact Email: warrantyadmin@hsb.com