

## **Mold Test Accuracy Guarantee**

## Term

MoldSafe protection is offered for a period of 90 days following the date of the test results being issued by InspectorLab. All claims must be received by RWS within the term of the agreement. This agreement is not transferable to any other property outside of the one listed on your InspectorLab report.

**Coverage**: During the agreement term, only the following is covered: 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 \$3000 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 guarantee 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 coverage term. All claims shall be made by the client of record only after they have taken possession of the home and must be received within 90 days of the mold test results being issued.

- 1. Written Notification of Claim The following information must be contained in the notification:
  - a. Your Name
  - b. Your Full Address
  - c. A Phone Number Where You Can Be Reached
  - d. Your Mold Tester/Inspection Company's Name
  - e. 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 repair person.
- 3. A copy of your home in spection report and any mold tests.

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. Reach out us to via the following:

Mail: RWS, P.O. Box 797, Carmel, IN 46082

Telephone: 800-544-8156

Fax: 877-307-7056

Email: 90day@rwswarranty.com Online: www.SubmitYourClaim.net

**Fee**\_The contract 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 contact holder is also responsible for any costs exceeding the coverage limitations of \$3000.00.