

## **4 Corners 90-Day Guarantee**

To file a claim, please email [Guarantee@4CornersTN.com](mailto:Guarantee@4CornersTN.com) – and please include answers to the below questions in your email.

- What was the date of your home inspection?
- What is the property address of the home inspected?
- What is the nature of the claim, including location of missed item?
- Was this item noted in your inspection report?
- If there are any photos to share, please send via email.

Once you have emailed the above questions – expect a reply with confirmation your email was received and next steps.

### FAQs

#### **What is the 4 Corners 90-Day Guarantee?**

If 4 Corners Home Inspections inspector performs a full home inspection for you in compliance with the InterNACHI standards of practice, and you later find a deficiency that was required to be inspected but was not included in the original home inspection report, then 4 Corners Home Inspections, LLC will reimburse you \$150 per missed item, up to (a) the home inspection fee you paid or (b) \$600 total.

The 4 Corners 90-Day Guarantee applies only to inspections performed by 4 Corners Home Inspections, LLC and is subject to the terms and conditions described below.

#### **What does the 4 Corners 90-Day Guarantee cover?**

The 4 Corners 90-Day Guarantee only applies to home inspection reports for full home inspections and applies only if:

- A Deficiency was required to be included in your home inspection report under the Standards of Practice, and
- The home inspection report did not include that Deficiency.

Claims under the 4 Corners 90-Day Guarantee must be made within 90 Days of the date of the home inspection and are subject to the limitations, definitions, and other terms and conditions on this document.

#### **What does the 4 Corners 90-Day Guarantee not cover?**

The 4 Corners 90-Day Guarantee is intended to provide fixed compensation for missed items in home inspection reports. It does not cover the repair or replacement of the underlying deficiency in the home. In addition, the 4 Corners 90-Day Guarantee does not apply to deficiencies that did not exist on the date of the inspection.

The 4 Corners 90-Day Guarantee is not a home warranty, a service contract, or an insurance product. If you purchased or received a home warranty and a component or system in the home fails, please contact your home warranty company to file a claim.

Examples of key excluded items include: The 4 Corners 90-Day Guarantee does not cover windows, pools, or mold.

The 4 Corners 90-Day Guarantee does not cover inspections of commercial real estate.

See all Excluded Items below.

### **How long do I have to submit a claim?**

You must submit a claim no later than 90 days after the date of the applicable inspection report to be eligible for reimbursement under the 4 Corners 90-Day Guarantee. See below for additional details regarding the claims process and documentation requirements. Once you have initiated a claim, you must submit all additional requested documentation to 4 Corners Home Inspections, LLC no later than 14 days from the date of your initial claim submission. Claims submitted after the 90-day deadline (or claims for which complete supporting documentation has not been provided within 14 days of the initial claim date) will be rejected.

### **What do I need to do to submit a claim?**

All claims under the 4 Corners Home Inspections, LLC Guarantee must be submitted via email to [Guarantee@4CornersTN.com](mailto:Guarantee@4CornersTN.com) on or before the deadlines described above.

### **To submit a claim, you will need to:**

- Provide a copy of the full applicable home inspection report;
- Provide photographic or other documentary evidence of each Deficiency for which you are submitting a claim;
- Certify that you have checked these terms and conditions and the terms of your inspection contract to confirm that the alleged Deficiency is not an Excluded Item.

Before receiving compensation under the 4 Corners 90-Day Guarantee, you will be required to sign and return a comprehensive waiver, release, and non-disparagement agreement.

4 Corners Home Inspections, LLC will review your claim and may require you to provide additional information regarding the alleged Deficiency. 4 Corners Home Inspection's

determination regarding the existence of a Deficiency and reimbursements under the 4 Corners Home Inspections, LLC Guarantee are final and non-appealable.

If your claim is approved, 4 Corners Home Inspections, LLC will notify you via email and confirm your reimbursement amount. 4 Corners Home Inspections, LLC will then issue you payment by check, ACH, wire transfer, or other means designated by 4 Corners Home Inspections, LLC.

### **I have questions about the 4 Corners 90-Day Guarantee or my claim. Who can I contact?**

Questions about pending claims or the terms of the 4 Corners 90-Day Guarantee should be directed to [Guarantee@4CornersTN.com](mailto:Guarantee@4CornersTN.com).

### **Definitions.**

As used in these terms and conditions:

- **Deficiency** means a defective item, component, or system that is required to be inspected under the Designated Standards, other than any Excluded Item.
- **Home Inspection Fee** is the original fee paid for a Standard Home Inspection, not including any ancillary services such as radon testing, termite inspection, sewer scope, thermal imaging or mold testing, etc.
- **Designated Standards or Standards of Practice** means the standard of practice and care for full home inspections, which is designated in your contract with your home inspector or in the applicable home inspection report.
- **Excluded Item** means any of the following:
  - Any item, component, or system located outside of the foundation area of the real property that is the subject of the home inspection report;
  - Any item which your inspector disclaims responsibility for inspecting, whether in your inspection contract or in the home inspection report.
  - Any item, system, or component that was not available to be inspected by the inspector (for example, because the item, system, or component needed to be operating in order to be inspected and it was shut down or otherwise inoperable at the time of the inspection, or because connecting piping, wiring, and/or components were not readily accessible or visible at the time of the inspection);
  - Any system or component installed or method utilized to control or remove suspected hazardous substances;
  - Public or private waste disposal systems;
  - Swimming pools, outdoor hot tubs, and any related appliances or fixtures;
  - Stoppage of water for any reason;
  - Any consequential or incidental damages;
  - Any item, system, or component that is not in compliance with applicable codes, regulations, and/or ordinances, and any deficiencies related to such non-compliant item, system, or component;

- Any deficiency or failure of any items, systems, or components occurring after the home inspection is performed; or
- Any additional services such radon tests, mold tests, or any other service provided by the inspector in addition to the full home inspection.
- Commercial Properties
- Full Home Inspection means a defective item, component, or system that is required to be inspected under the Designated Standards/Standards of Practice, other than any Excluded Item.

## **Additional Terms.**

**Not an Insurance Policy, Service Contract, or Home Warranty.** The 4 Corners 90-Day Guarantee is not intended to and does not provide insurance coverage of any kind. It is not a service contract or home warranty. It does not represent a commitment or undertaking by 4 Corners Home Inspections, LLC to indemnify a homeowner or any other party or pay a specified amount upon determinable contingencies, or otherwise to provide security against loss. The 4 Corners 90-Day Guarantee is not insurance of the risk that any inspected system or component will remain free from defect for any period of time.

**Modification of Terms.** 4 Corners Home Inspections, LLC reserves the right to modify or discontinue the 4 Corners 90-Day Guarantee at any time, temporarily or permanently, with or without notice.

**Governing Law.** These terms and conditions and any dispute hereunder will be governed solely by United States and Tennessee state law, without regard to conflict of law provisions.

**Venue.** Any claim or dispute under these terms and conditions shall be brought only in courts of competent jurisdiction located in Williamson County, Tennessee. By participating in the 4 Corners 90-Day Guarantee program, you hereby submit to the personal jurisdiction and venue of such courts and waive any objection on the grounds of venue, forum non conveniens or any similar grounds with respect to any such proceeding.

Email [Guarantee@4CornersTN.com](mailto:Guarantee@4CornersTN.com) to submit a claim.