



How StrucSure's Warranty Coverage Protects You in the Event of a Construction Defect

StrucSure Home Warranty covers warranty products that include one-year workmanship/materials; two-year wiring, piping, and ductwork; and 10-year structural coverage. The 10-year warranty can also be purchased separately.

If you have provided your buyer with a warranty from StrucSure and they seek recovery under the warranty:

- Our warranty **requires the homeowner to give you notice of a defect** and then gives you the right to inspect and repair the home, thereby reducing the possibility of a dispute or legal issue.
- Our warranty provides an opportunity to **resolve the issue through mediation and arbitration** before it turns into legal action.
- The warranty **requires binding arbitration for each and every dispute** (not just construction defect disputes)*
**As per HUD requirements, homeowners with original FHA or VA financing may elect judicial resolution of any dispute as an alternative to the arbitration provision.*
- Defects are **defined by written performance standards** (removing any confusion or subjectivity about what is and what isn't covered).
- We **review soils reports, engineering recommendations, inspections**, etc. on each and every home enrolled in our program when available. This helps to ensure construction meets our underwriting guidelines and risk management requirements.
- If there is a claim under the warranty, **we settle it quickly and efficiently** (helping keep costs down).
- Many GL carriers offer discounts to builders who use our warranty since **each building and home is individually warranted with a mandatory arbitration provision**, thereby limiting the potential for litigation. (We have an in-house insurance department and are happy to provide you with a free quote and/or policy review. Visit <http://www.strucsureinsurance.com/GetAQuote> to get started.)

Other important benefits you get when you have warranty protection from StrucSure:

- Prohibits class action lawsuits against the builder under the warranty.
- Prohibits awards of punitive damages, money damages, or attorney's fees under express warranty claims.
- Allows the builder or insurer to make repairs (which greatly reduces a lawyer's ability to collect money on a lawsuit) under express warranty claims.
- Disincentivizes attorneys from targeting the builder since financial awards are not available under express warranty claims.

Remember that no form of insurance or warranty can guarantee that you will not be sued for a construction defect; however, providing your buyers with a third-party insurance backed warranty from StrucSure **will** guarantee they will get prompt claims investigation, fair claims settlement, timely payment on covered claims, and caring customer service professionals. **Note: The warranty is not the sole source of recovery and the homeowner may have other claims against the builder under state law.*

Call 1.877.806.8777 for more information on our risk management products and services and to get a rate quote and/or free policy review.