



IT'S ABOUT WHAT WE DO COVER  
BIGHORNCOVERAGE.COM | 208-508-7222



# WHY CHOOSE BIG HORN?



LOCALLY OWNED  
AND OPERATED



SIMPLE PLANS  
CLEAR COVERAGE



CLIENT FOCUSED



YOUR LOCAL REPRESENTATIVES

MASON & MORGAN SHEPHERD

208-508-7222

[INFO@BIGHORNCOVERAGE.COM](mailto:INFO@BIGHORNCOVERAGE.COM)

# ABOUT US



WE ARE THE SHEPHERDS, HAVING BOTH GROWN UP LOCAL IN THE TREASURE VALLEY AND BEING HOMEOWNERS, WE UNDERSTAND THE UNEXPECTED EVENTS THAT COME WITH HOMEOWNERSHIP. WHETHER IT'S A FAULTY APPLIANCE, PLUMBING CRISIS, OR A MALFUNCTIONING HVAC SYSTEM, BIG HORN HOME WARRANTY HAS YOU COVERED.

WITH EXPERIENCE IN THE HOME WARRANTY INDUSTRY, WE KNEW THERE WAS A NEED FOR SOMETHING BETTER. WE OFFER STRAIGHTFORWARD COVERAGE PAIRED WITH EXCELLENT CUSTOMER SERVICE. OUR GOAL IS TO CHANGE THE WAY PEOPLE EXPERIENCE HOME OWNERSHIP BY PROVIDING A COST-EFFECTIVE SOLUTION.

# OUR PLAN

BASIC  
SINGLE FAMILY

**\$450**

1 - YEAR COVERAGE

PREMIUM  
SINGLE FAMILY

**\$575**

1 - YEAR COVERAGE

NEW CONSTRUCTION

**\$900**

3 - YEAR COVERAGE

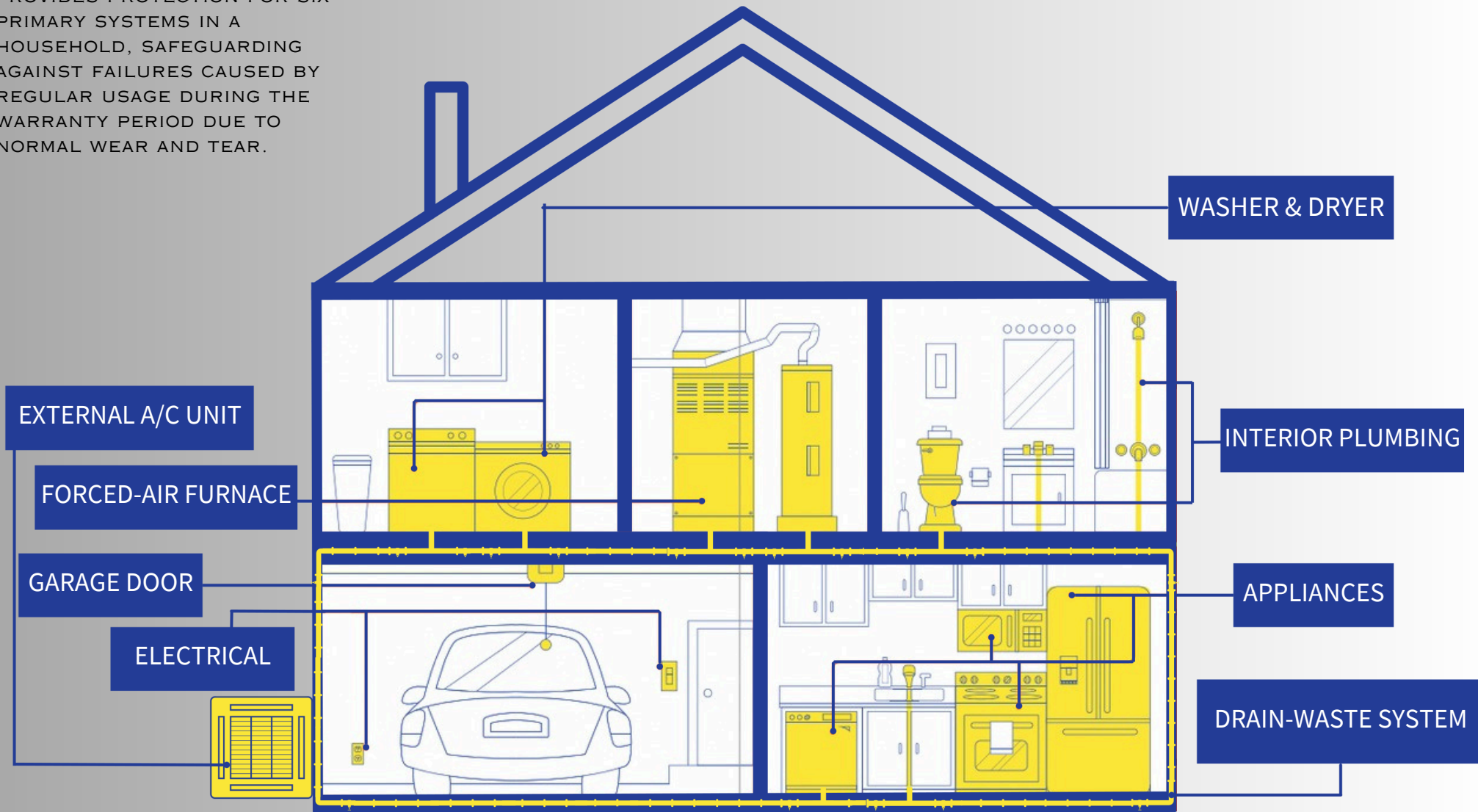
**\$80 SERVICE FEE**

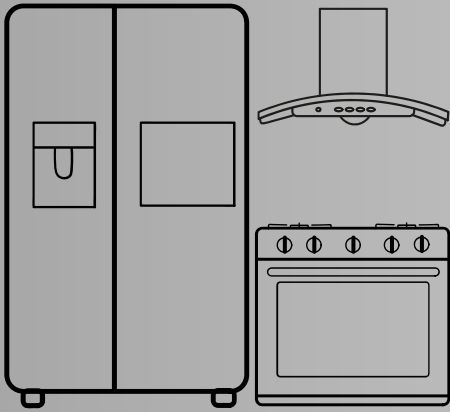
FOR DUPLEX, TRIPLEX OR FOUR-PLEX PLEASE CONTACT BIG HORN HOME WARRANTY.

# WE'VE GOT YOU COVERED

BIG HORN HOME WARRANTY PROVIDES PROTECTION FOR SIX PRIMARY SYSTEMS IN A HOUSEHOLD, SAFEGUARDING AGAINST FAILURES CAUSED BY REGULAR USAGE DURING THE WARRANTY PERIOD DUE TO NORMAL WEAR AND TEAR.

\*\*\*PLEASE REFER TO THE BROCHURE TO SEE ALL OF THE COVERAGES AND LIMITS\*\*\*





# APPLIANCES

MAXIMUMS LISTED NEXT TO EACH APPLIANCE

## BASIC

### PRIMARY KITCHEN APPLIANCES

- REFRIGERATOR | \$750
- ELECTRIC OR NATURAL GAS RANGE
- WALL OVEN COOKTOP AND RANGE HOOD | \$500
- BUILT-IN DISHWASHER | \$350
- MICROWAVE OVEN | \$250

### PRIMARY LAUNDRY APPLIANCES

- CLOTHES WASHING MACHINE, TOP LOAD OR FRONT LOAD MODEL | \$400
- NATURAL GAS OR ELECTRIC CLOTHES DRYER | \$300

## PREMIUM | NEW CONSTRUCTION

### PRIMARY KITCHEN APPLIANCES

- REFRIGERATOR | \$1500
- ELECTRIC OR NATURAL GAS RANGE
- WALL OVEN COOKTOP AND RANGE HOOD | \$800
- BUILT-IN DISHWASHER | \$500
- MICROWAVE OVEN | \$350

### PRIMARY LAUNDRY APPLIANCES

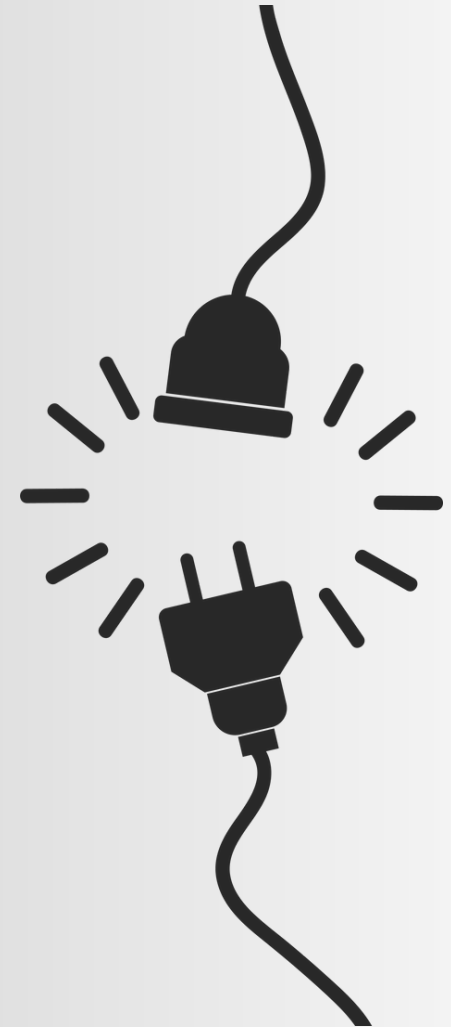
- CLOTHES WASHING MACHINE, TOP LOAD OR FRONT LOAD MODEL
- NATURAL GAS OR ELECTRIC CLOTHES DRYER | \$800

# ELECTRICAL

- BREAKER & FUSE PANELS WITHIN THE MAIN FOUNDATION WALLS
- OUTLETS: MOUNTED ON AND WITHIN THE WALLS OF THE HOME
- INTERIOR POWER SUPPLY WIRING
- FANS: CEILING, ATTIC, EXHAUST, BATHROOM AND WHOLE HOUSE FANS
- LIGHT SWITCHES
- STANDARD DOORBELL

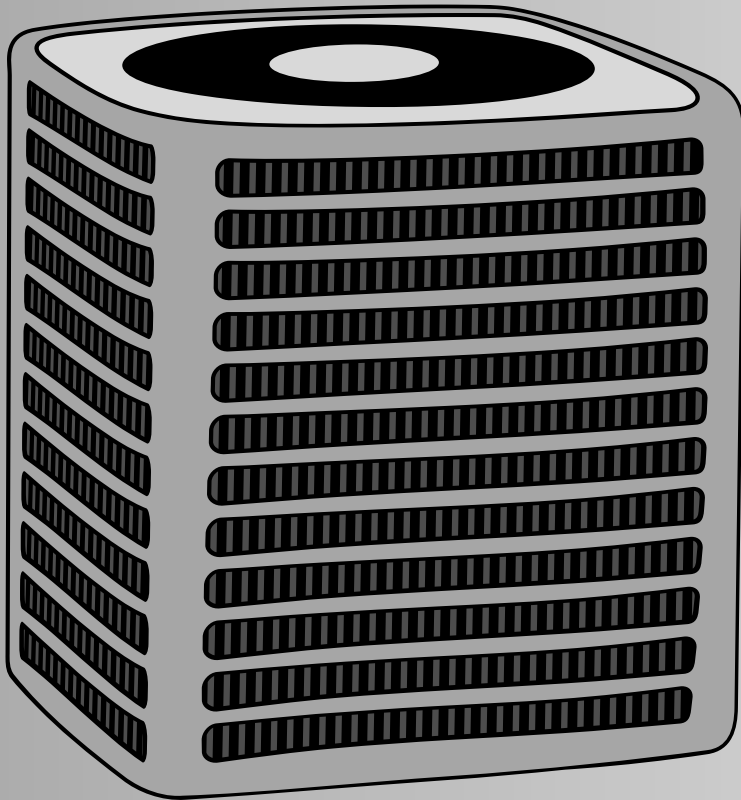
BASIC | PREMIUM

MAXIMUM ANNUAL COVERAGE: \$800 | \$1,000





# CENTRAL DUCTED AIR CONDITIONING



## BASIC COVERAGE

- PRE-SEASON TUNE-UP

## PREMIUM COVERAGE

- PRE-SEASON TUNE-UP
- EXTERIOR A/C CONDENSING
- UNIT INTERIOR A/C
- EVAPORATOR COIL A/C LINE
- SET AND WIRING FREON AND REFRIGERANT CONDENSATE
- DRAIN PUMP

MAXIMUM ANNUAL COVERAGE: \$2,500



# CENTRAL DUCTED FORCED-AIR FURNACE

## BASIC COVERAGE

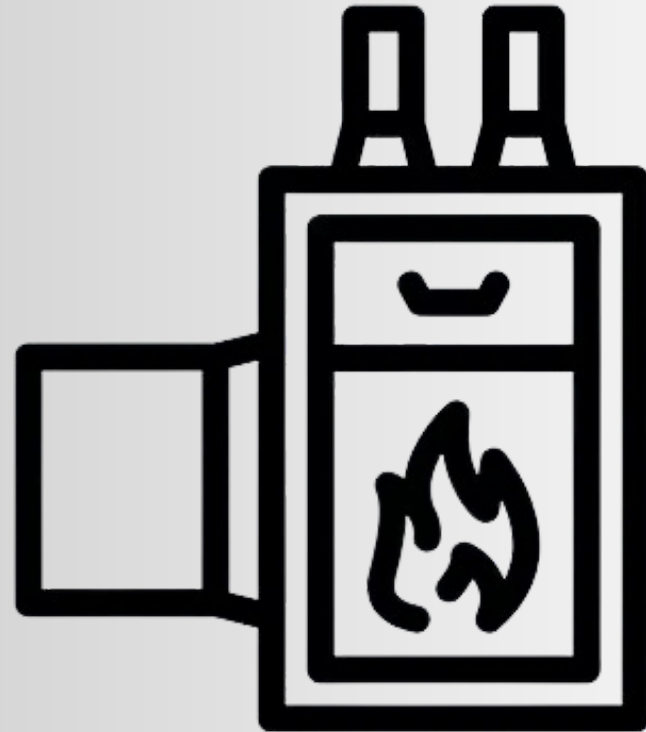
- PRE-SEASON TUNE-UP

## PREMIUM COVERAGE

- PRE-SEASON TUNE-UP
- CONTROL THERMOSTAT
- NATURAL GAS OR PROPANE
- FORCED-AIR FURNACE
- CONDENSATE DRAIN PUMP

PREMIUM COVERAGE ONLY

MAXIMUM ANNUAL COVERAGE: \$2,500



# INTERIOR PLUMBING

## BASIC COVERAGE

### FRESH WATER SUPPLY SYSTEM WITHIN MAIN FOUNDATION WALLS

- WATER SUPPLY LINES WITHIN MAIN FOUNDATION WALLS
- MAIN WATER SHUT-OFF VALVE
- WATER MAIN PRESSURE REGULATOR
- FAUCETS: BATHTUB, SHOWER, BATHROOM AND KITCHEN TOILETS

MAXIMUM ANNUAL COVERAGE: \$750

### DRAIN-WASTE SYSTEM WITHIN MAIN FOUNDATION WALLS

- DRAIN FIXTURES AND POP-UP ASSEMBLIES
- GARBAGE DISPOSAL
- DRAIN PIPES WITHIN THE FOUNDATION WALLS

MAXIMUM ANNUAL COVERAGE: \$250

### NATURAL GAS SUPPLY SYSTEM WITHIN MAIN FOUNDATION WALLS

- NATURAL GAS SUPPLY LINES WITHIN FOUNDATION WALLS
- NATURAL GAS SHUT-OFF VALVES

MAXIMUM ANNUAL COVERAGE: \$400

# INTERIOR PLUMBING

## PREMIUM COVERAGE

### FRESH WATER SUPPLY SYSTEM WITHIN MAIN FOUNDATION WALLS

- WATER SUPPLY LINES WITHIN MAIN FOUNDATION WALLS
- MAIN WATER SHUT-OFF VALVE
- WATER MAIN PRESSURE REGULATOR
- PRIMARY WATER HEATER, BOTH TANK AND TANKLESS MODELS, FOR THE PURPOSE OF HEATING THE MAIN SUPPLY OF CULINARY WATER FOR CONSUMPTIVE USE FOR THE WHOLE HOME
- EXPANSION TANK
- SHUT-OFF VALVES
- EXTERIOR HOSE BIB ON EXTERIOR WALL
- FAUCETS: BATHTUB, SHOWER, BATHROOM AND KITCHEN TOILETS

MAXIMUM ANNUAL COVERAGE: \$1000

### DRAIN-WASTE SYSTEM WITHIN MAIN FOUNDATION WALLS

- DRAIN FIXTURES AND POP-UP ASSEMBLIES
- GARBAGE DISPOSAL
- DRAIN PIPES WITHIN THE FOUNDATION WALLS
- SEWAGE EJECTOR PUMP
- SUMP PUMP DRAIN LINE CLOGS

MAXIMUM ANNUAL COVERAGE: \$500

### NATURAL GAS SUPPLY SYSTEM WITHIN MAIN FOUNDATION WALLS

- NATURAL GAS SUPPLY LINES WITHIN FOUNDATION WALLS
- NATURAL GAS SHUT-OFF VALVES
- NATURAL GAS FLEX LINES

MAXIMUM ANNUAL COVERAGE: \$500



# GARAGE DOOR

- ALL MECHANICAL AND ELECTRICAL SYSTEMS THAT MAKE THE DOOR OPEN AND CLOSE
- TENNIS BALL HANGING BY A STRING

BASIC | PREMIUM

MAXIMUM ANNUAL COVERAGE: \$500 | \$750



## CONTACT US

HOURS: MON-FRI, 9 A.M. TO 5 P.M.

CALL/TEXT: 208-508-7222

EMAIL: [INFO@BIGHORNCOVERAGE.COM](mailto:INFO@BIGHORNCOVERAGE.COM)

WEB: [BIGHORNCOVERAGE.COM](http://BIGHORNCOVERAGE.COM)

## WARRANTY PURCHASE INFO

A BIG HORN HOME WARRANTY CAN BE PURCHASED ONLY AS PART OF A REAL ESTATE TRANSACTION. DOCUMENTATION MAY BE REQUIRED.

BASIC AND PREMIUM COVERS RESIDENTIAL SINGLE-FAMILY HOMES UP TO 5,000 SQUARE FEET. IF YOUR HOME IS OVER 5,000 SQUARE FEET, CALL US FOR A QUOTE.

FOR DUPLEX, TRIPLEX OR FOUR-PLEX PLEASE CONTACT BIG HORN HOME WARRANTY.

ALL WARRANTY TERMS ARE FOR ONE YEAR, AND BECOME EFFECTIVE WHEN PAYMENT IS PROCESSED, AND EXPIRE ONE YEAR LATER. (PLEASE CONTACT FOR CUSTOMIZED PLANS)

BIG HORN RESERVES THE RIGHT TO DENY A WARRANTY PURCHASE.

THE WARRANTY BELONGS TO THE PROPERTY ADDRESS AND CAN BE TRANSFERRED TO A NEW OWNER **WITH APPROVAL FROM BIG HORN.**

TO CANCEL A WARRANTY THE AMOUNT SPENT TOWARD REPAIRS WILL BE DEDUCTED, AS WILL A CANCELLATION FEE OF \$100 AND A PRORATED FEE BASED ON TIME LAPSED IN THE WARRANTY YEAR.

WARRANTY HOLDERS THAT COMPLETE A FULL YEAR OF COVERAGE MAY HAVE THE OPTION OF PURCHASING AN ADDITIONAL YEAR OF COVERAGE. RESTRICTIONS MAY APPLY, AND PRICING MAY VARY BASED ON PREVIOUS USAGE.

## REPAIR REQUEST & CLAIM INFO

HAVE A PROBLEM YOU WANT US TO ADDRESS? USE THE ONLINE REPAIR REQUEST TOOL AT [BIGHORNCOVERAGE.COM](http://BIGHORNCOVERAGE.COM), OR CALL US TO FILE A CLAIM.

FOR CLAIMS THAT CAN BE SERVICED DURING NORMAL BUSINESS HOURS THERE IS A \$80 COPAY REQUIRED. FOR CLAIMS THAT REQUIRE AFTER-HOURS, WEEKEND, OR HOLIDAY SERVICE THE COPAY IS \$140.

TO FILE A CLAIM UNDER THE BIG HORN HOME WARRANTY, THE CLIENT MUST SUBMIT A COPY OF THEIR HOME INSPECTION REPORT CONDUCTED PRIOR TO THE CLOSING OF THE HOME. IF THE HOME INSPECTION IS NOT PROVIDED AT THE TIME OF CLAIM SUBMISSION, A 30-DAY PROBATIONARY PERIOD WILL APPLY, BEGINNING ON THE DATE OF CLOSING. DURING THIS PROBATIONARY PERIOD, NO CLAIMS WILL BE ELIGIBLE FOR COVERAGE. THIS CONDITION IS IN PLACE TO ENSURE THAT PRE-EXISTING CONDITIONS ARE PROPERLY DOCUMENTED AND TO MAINTAIN THE INTEGRITY OF THE WARRANTY PROGRAM.

COVERAGE IS DETERMINED AT THE TIME OF SERVICE, AND ONLY BY AN AUTHORIZED AND APPROVED CONTRACTOR. COPAYS ARE REQUIRED AND NON-REFUNDABLE, REGARDLESS IF A CLAIM IS DETERMINED TO FALL OUTSIDE OF COVERAGE. ADDITIONAL UNRELATED PROBLEMS REQUIRE OPENING AN ADDITIONAL CLAIM, AND PAYING THE ASSOCIATED COPAY.

## **BIG HORN DOES NOT COVER:**

- FAILURES THAT HAPPEN FOR ANY REASON OTHER THAN NORMAL WEAR AND TEAR
- SECONDARY DAMAGE
- ACCESSING A NEEDED REPAIR BEHIND AN OBSTACLE
- REIMBURSEMENT FOR REPAIRS DONE OUTSIDE CLAIM FILING PROCEDURE OUTLINED ABOVE
- PRE-EXISTING FAILURES, FAILURES THAT OCCUR DUE TO IMPROPER MAINTENANCE, IMPROPER INSTALLATION, OR IMPROPER REPAIRS.
- SMELLS WITHIN THE HOME

ALL SYSTEMS AND APPLIANCES MUST BE UP TO CODE IN ACCORDANCE WITH THE LAWS AND REGULATIONS OF THE STATE OF IDAHO. THIS WARRANTY DOES NOT COVER ANY DAMAGE CAUSED BY SYSTEMS OR APPLIANCES THAT FAIL DUE TO THE HOME NOT BEING COMPLIANT WITH CURRENT CODE REQUIREMENTS. THIS INCLUDES, BUT IS NOT LIMITED TO, DAMAGE RELATED TO ELECTRICAL SYSTEMS (INCLUDING SECONDARY DAMAGE), AIR CONDITIONING, HVAC, WATER HEATERS, AND INTERIOR PLUMBING.

## **APPLIANCE EXCLUSIONS**

**FRIDGE:** THIS WARRANTY EXCLUDES RACKS, SHELVES, LIGHTING, FILTERS, WATER-RELATED COMPONENTS SUCH AS WATER LINES, WATER DISPENSERS, AND ICE MAKERS; OR DOOR-RELATED PARTS INCLUDING HANDLES, SEALS AND GASKETS, HINGES, LOCK AND LATCH ASSEMBLIES, AND GLASS. COVERAGE ALSO EXCLUDES WINE COOLERS, MINI REFRIGERATORS, INTERNET CONNECTIONS, AND ANY ISSUES RELATED TO SMELL.

**WALL OVEN/ COOKTOP/ RANGE:** THIS WARRANTY EXCLUDES ACCESSORIES SUCH AS RACKS, BASKETS, REMOVABLE TRAYS, OR MEAT PROBE ASSEMBLIES. ALSO EXCLUDED ARE MICROWAVE/OVEN COMBO UNITS, LIGHTS, KNOBS, DIALS, CLOCKS, AND SELF-CLEANING MECHANISMS. DOOR COMPONENTS INCLUDING HANDLES, HINGES, SEALS, LOCK AND LATCH ASSEMBLIES, AND DOOR GLASS ARE NOT COVERED. ADDITIONAL EXCLUSIONS INCLUDE INTERIOR LINING, GLASS OR CERAMIC COOKTOPS, AND ANY OTHER REMOVABLE OR COSMETIC PARTS.

**BUILT IN DISHWASHER:** THIS WARRANTY EXCLUDES RACKS, BASKETS, REMOVABLE TRAYS, AND ROLLERS; DOOR-RELATED PARTS SUCH AS HANDLES, HINGES, SEALS, AND LOCK AND LATCH ASSEMBLIES; OR INTERIOR ELEMENTS SUCH AS THE LINING.

**MICROWAVE:** THIS WARRANTY EXCLUDES INTERIOR LINING, DOOR GLASS, CLOCKS, RACKS, AND KNOBS. IT ALSO EXCLUDES DOOR COMPONENTS SUCH AS HANDLES, HINGES, SEALS, AND LOCK AND LATCH ASSEMBLIES.

**WASHER/DRYER:** THIS WARRANTY EXCLUDES DETACHABLE TUBS, SOAP DISPENSERS, TRIM KITS, OR “ALL-IN-ONE” UNITS. IT ALSO EXCLUDES DOOR COMPONENTS SUCH AS HANDLES, HINGES, SEALS, AND LOCK AND LATCH ASSEMBLIES, AS WELL AS KNOBS, DIALS, FILTER/LINT SCREENS, AND VENTING.

**ELECTRICAL EXCLUSIONS:** THIS WARRANTY EXCLUDES LIGHT FIXTURES, WIRELESS REMOTES, INTERCOMS, ALARMS, ALARM SYSTEMS, SMART DOORBELLS, SMART THERMOSTATS, AND RELATED WIRING, CHIMES, SMOKE DETECTORS, EXTERIOR OUTLETS, OR ANY ISSUES RELATED TO NOISE OR SMELL.



**CENTRAL DUCTED AIR CONDITIONING EXCLUSIONS:** THIS WARRANTY EXCLUDES DUCTWORK, FILTERS, HUMIDIFIERS, ELECTRONIC AIR CLEANERS, REGISTERS, ZONE CONTROLS, DAMPERS, CHILLERS, OR ANY COMPONENTS RELATED TO GEOTHERMAL SYSTEMS. IT ALSO EXCLUDES COVERAGE FOR OUTSIDE OR UNDERGROUND PIPING AND COMPONENTS, WALL UNITS (INCLUDING DUCTED AND NON-DUCTED), PORTABLE UNITS, AND WINDOW UNITS. SERVICE-RELATED COSTS SUCH AS CRANE EXPENSES AND LEAK DETECTION TESTS ARE NOT COVERED. ADDITIONALLY, THE WARRANTY DOES NOT COVER DAMAGED FINS, OR ISSUES RELATED TO NOISE OR SMELL.

**CENTRAL DUCTED FORCED AIR EXCLUSIONS:** THIS WARRANTY EXCLUDES COVERAGE FOR SPACE HEATERS, FILTERS, HUMIDIFIERS, REGISTERS, FUEL STORAGE TANKS, GRILLS, CHIMNEYS, FLUES, AND VENTS. ALSO EXCLUDED ARE ZONE CONTROLS, DAMPERS, FIREPLACES OF ANY KIND (EVEN IF THEY ARE THE MAIN SOURCE OF HEAT), WATER SOURCE HEAT PUMPS, BOILER AND RADIANT HEAT SYSTEMS, WALL UNITS, PORTABLE UNITS, AND SOLAR HEATING SYSTEMS. OIL OR DIESEL HEATING, MINI SPLIT SYSTEMS(UNLESS ADDED ON), WINDOW UNITS, UNITS EXCEEDING 5-TON CAPACITY, AND DUCTWORK ARE NOT COVERED. ADDITIONAL EXCLUSIONS INCLUDE NON-DUCTED WALL UNITS, CHILLERS, OUTSIDE OR UNDERGROUND PIPING, COMPONENTS FOR GEOTHERMAL SYSTEMS, ANY DAMAGE PRIOR TO THE EFFECTIVE DATE OF THE WARRANTY, AND ANY ISSUES RELATED TO NOISE OR SMELL.

**GARAGE DOOR EXCLUSIONS:** THIS WARRANTY EXCLUDES GARAGE DOOR PANELS, LIGHTING, ADJUSTMENTS, OR THE REPROGRAMMING OF KEYPADS AND REMOTE TRANSMITTERS.

**INTERIOR PLUMBING EXCLUSIONS:** THIS WARRANTY EXCLUDES SINKS, BATHTUBS, TOILET SEATS, LIDS, BOWLS, OR TANKS. ALSO EXCLUDED ARE SHOWER PANS, ENCLOSURES, AND TUB ENCLOSURES, AS WELL AS FILTERS, WATER SOFTENERS, AND RECIRCULATION PUMPS. SERVICES SUCH AS HYDRO JETTING, CAMERA INSPECTIONS, TOILET REMOVAL, AND ROOF ACCESS FOR CLEARING BLOCKAGES ARE NOT COVERED. ADDITIONAL EXCLUSIONS INCLUDE CAULKING OR GROUTING, WAX RINGS, ROOT DAMAGE, DAMAGE CAUSED BY CHEMICAL OR MINERAL DEPOSITS, AND ANY PLUMBING ISSUES OCCURRING OUTSIDE THE PERIMETER OF THE MAIN FOUNDATION.

BIG HORN RESERVES THE RIGHT TO DENY ANY CLAIM OR SERVICE REQUEST FOR ITEMS NOT EXPRESSLY COVERED UNDER THIS WARRANTY, WHETHER OR NOT THEY ARE LISTED IN THE AGREEMENT OR CONSIDERED TO BE RELATED TO COVERED SYSTEMS OR APPLIANCES. THE CLIENT AGREES THAT ONLY THE ITEMS, SYSTEMS, AND CONDITIONS LISTED IN THE WARRANTY PLAN ARE ELIGIBLE FOR COVERAGE, AND THAT NO IMPLIED COVERAGE WILL EXIST BEYOND THE EXPLICIT TERMS OF THIS AGREEMENT.

IF A UNIT IS DEEMED NON-REPAIRABLE BY AN APPROVED CONTRACTOR, WE WILL ATTEMPT TO MATCH THE ITEM BEING REPLACED WITH AN ITEM OF SIMILAR FEATURES, BUT WE ARE NOT OBLIGATED TO MATCH FOR COLOR, DIMENSIONS OR MANUFACTURER NAME BRAND. BIG HORN RESERVES THE RIGHT TO DETERMINE WHEN A CASH-OUT IS AVAILABLE. A CASH-OUT PAYMENT MAY BE GRANTED IN CASES WHERE PARTS ARE NO LONGER AVAILABLE, THE HOMEOWNER CHOOSES TO USE A NON-APPROVED CONTRACTOR, OR A HOMEOWNER CHOOSES TO REPAIR THE ITEM THEMSELVES.

IT IS HOMEOWNERS RESPONSIBILITY TO PROVIDE PROOF THAT COVERED ITEMS ARE IN PROPER WORKING CONDITION AT THE TIME OF THE WARRANTY START DATE.

BIG HORN CAN CANCEL THE WARRANTY WITH 10 DAYS NOTICE IF A PAYMENT IS MISSED AND 30 DAYS NOTICE DUE TO MATERIAL MISREPRESENTATION. IN THE EVENT YOU THREATEN TO HARM OR ACTUALLY HARM THE SAFETY OR WELL-BEING OF: (I) BIG HORN HOME WARRANTY; (II) ANY EMPLOYEE OF BIG HORN HOME WARRANTY; (III) A SERVICE CONTRACTOR; OR (IV) ANY PROPERTY OF BIG HORN HOME WARRANTY OR THE SERVICE CONTRACTOR, YOU WILL BE IN BREACH OF THIS WARRANTY. IN THE EVENT YOU BREACH THIS OR ANY OTHER OBLIGATION UNDER THIS WARRANTY, BIG HORN HOME WARRANTY MAY REFUSE TO PROVIDE SERVICE TO YOU AND MAY CANCEL THIS WARRANTY.

BY PURCHASING THIS WARRANTY, THE CLIENT ACKNOWLEDGES AND AGREES THAT BIG HORN HOME WARRANTY RESERVES THE RIGHT TO MODIFY, UPDATE, OR CHANGE THE COVERAGE PLAN, TERMS, AND CONDITIONS AT ANY TIME DURING THE TERM OF THE WARRANTY. ANY SUCH MODIFICATIONS OR UPDATES WILL BE DEEMED EFFECTIVE UPON NOTICE TO THE CLIENT, EITHER THROUGH DIRECT COMMUNICATION OR OTHER MEANS DEEMED APPROPRIATE BY BIG HORN HOME WARRANTY. THE CLIENT AGREES TO ACCEPT AND ABIDE BY ANY SUCH MODIFICATIONS OR UPDATES UPON THEIR EFFECTIVE DATE, AND SUCH CHANGES SHALL BECOME A BINDING PART OF THE WARRANTY AGREEMENT.

BIG HORN HOME WARRANTY WILL NOT BE LIABLE FOR DELAYS OR ERRORS OCCURRING BY REASON OF CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF CIVIL OR MILITARY AUTHORITY, NATIONAL EMERGENCIES, WORK STOPPAGES, FIRE, FLOOD, CATASTROPHE, ACTS OF GOD, INSURRECTION, WAR, RIOT, OR FAILURE OF COMMUNICATION OR POWER SUPPLY. IN SUCH CIRCUMSTANCES BIG HORN SHALL TAKE REASONABLE STEPS TO MINIMIZE SERVICE INTERRUPTIONS BUT SHALL HAVE NO LIABILITY WITH RESPECT THERETO.

## **ARBITRATION**

IN THE EVENT THE PARTIES ARE NOT ABLE TO RESOLVE ANY DISPUTE BETWEEN THEM ARISING OUT OF OR CONCERNING THESE TERMS AND CONDITIONS, OR ANY PROVISIONS HEREOF, WHETHER IN WARRANTY, TORT, OR OTHERWISE AT LAW OR IN EQUITY FOR DAMAGES OR ANY OTHER RELIEF, THEN SUCH DISPUTE SHALL BE RESOLVED ONLY BY FINAL AND BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT, CONDUCTED BY A SINGLE NEUTRAL ARBITRATOR AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION, OR A SIMILAR ARBITRATION SERVICE SELECTED BY THE PARTIES, IN A LOCATION MUTUALLY AGREED UPON BY THE PARTIES. THE ARBITRATOR'S AWARD SHALL BE FINAL, AND JUDGMENT MAY BE ENTERED UPON IT IN ANY COURT HAVING JURISDICTION. IN THE EVENT THAT ANY LEGAL OR EQUITABLE ACTION, PROCEEDING OR ARBITRATION ARISES OUT OF, OR CONCERNS, THESE TERMS AND CONDITIONS, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND REASONABLE ATTORNEY'S FEES. THE PARTIES AGREE TO ARBITRATE ALL DISPUTES AND CLAIMS IN REGARD TO THESE TERMS AND CONDITIONS OR ANY DISPUTES ARISING AS A RESULT OF THESE TERMS AND CONDITIONS, WHETHER DIRECTLY OR INDIRECTLY, INCLUDING TORT CLAIMS, THAT ARE A RESULT OF THESE TERMS AND CONDITIONS. THE PARTIES AGREE THAT THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THE ENTIRE DISPUTE, INCLUDING THE SCOPE AND ENFORCEABILITY OF THIS ARBITRATION PROVISION, SHALL BE DETERMINED BY THE ARBITRATOR. THIS ARBITRATION PROVISION SHALL SURVIVE THE TERMINATION OF THESE TERMS AND CONDITIONS.

## **CLASS ACTION WAIVER**

ANY ARBITRATION UNDER THESE TERMS AND CONDITIONS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS/REPRESENTATIVE/COLLECTIVE ACTIONS ARE NOT PERMITTED. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIM AGAINST THE OTHER ONLY IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUNITIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. FURTHER, UNLESS BOTH PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.



# ORDER WARRANTY

TO ORDER A WARRANTY, PLEASE VISIT US ONLINE AT [BIGHORNCOVERAGE.COM](http://BIGHORNCOVERAGE.COM), OR FILL OUT THE WARRANTY FORM BELOW:

BUYER(S) FIRST NAME: \_\_\_\_\_ LAST NAME(S): \_\_\_\_\_

BUYER(S) EMAIL: \_\_\_\_\_ BUYER(S) PHONE NUMBER(S): ( \_\_\_\_ ) ( \_\_\_\_ ) ( \_\_\_\_ )

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

MAILING ADDRESS: (IF DIFFERENT FROM PROPERTY ADDRESS)

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TITLE COMPANY (IF APPLICABLE): \_\_\_\_\_

ESCROW OFFICER FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

REAL ESTATE COMPANY (IF APPLICABLE): \_\_\_\_\_

REAL ESTATE AGENT FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ESTIMATED CLOSING DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ TODAY'S DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ BASIC PLAN \$450 ☐ RESIDENTIAL PLAN \$575 ☐ NEW CONSTRUCTION PLAN \$900



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