



*First American  
Home Warranty Corp.*

**Service  
Value  
Integrity**



Your  
**HOME WARRANTY**  
Solution

Available for  
**REO's & Short Sales**

**Florida**

[www.firstam.com/warranty](http://www.firstam.com/warranty)



## Protect Your Budget & Enjoy Your Home

*First American* offers affordable home warranty plans that can save you time, energy and thousands of dollars on home systems and appliance repairs.

**If you're selling your home**, a home warranty is a great way to minimize the risk of costs and delays during the listing period, giving your home a competitive advantage. Potential buyers can feel confident that they'll have *First American* to assist with unexpected repairs after the sale.

**If you're a buyer**, you can protect your investment and enjoy your home. From the very first day your coverage begins, you'll have repair service and budget protection for costly breakdowns that can and often do occur after the purchase of a home.

Whether you're buying or selling, home repairs can be quick, easy and affordable. No more hassles looking for a reputable contractor you can trust.

**First American, Your Home Warranty Solution.**

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## Why Should You Choose First American?

Since 1984, we have been providing unparalleled service, value and integrity to millions of homeowners across the nation. The on-going loyalty and support from our customers has contributed to our longevity and success, and we are honored that homeowners continue to choose *First American* as their Home Warranty Solution.

### How to Use Your Plan:

1. Call us or go online any time a covered item fails:  
[www.firstam.com/warranty](http://www.firstam.com/warranty)  
800.992.3400
2. Once we receive your service request, we will have a local service technician call you to arrange a convenient day and time to go to your home and diagnose the problem.
3. At the time of the appointment, you'll pay the technician the service call fee.



*First American  
Home Warranty Corp.*

“I have maintained my First American home warranty for more than 10 years because it gives me peace of mind. I know I’m covered if a major component fails. It has covered replacement of the furnace, water heater, and several other items in my house. Plus, the service from First American has always been quick and reliable.”

- Peter, Raleigh, NC\*

“My seller & buyer clients have both been very happy with the follow up and service of First American! We have used other warranty companies in the past, and have found First American Home Warranty to deliver the best service and reliability!

After seeing the positive results and the money my home sellers have saved, I highly recommend a First American Home Warranty policy to all my clients when they are selling or buying their home!”

- Chris, Cary, NC\*

\* Those providing testimonials are not employees of First American nor were they paid for their testimonial.

## What repairs/replacements can cost without the protection of a First American home warranty.

Item	Repair	Replace
 Heating System	\$1,603	\$2,508
 Water Heater	\$491	\$1,533
 Plumbing	\$1,116	\$1,520
 Air Conditioning	\$1,607	\$3,046
 Oven/Range	\$1,264	\$5,393
 Refrigerator	\$955	\$2,270
 Electrical System	\$636	\$2,002

Based on actual invoices paid by First American in 2010 after service fees; costs may vary in your geographic area. Items listed may be optional or not available on some plans; please review the sample contract for specific coverage, terms and limitations.

**We'll be happy  
to answer any  
questions you  
may have.**

**Just call us at:  
800.444.9030**



**First American**

Phone Applications:  
**800.444.9030**

Fax Applications:  
**800.772.1151**

Service Department:  
**800.992.3400**

Online Services:  
[www.firstam.com/warranty](http://www.firstam.com/warranty)

# Sample Contract Coverage

**SHOULD YOU NEED SERVICE PLEASE READ YOUR COVERAGE CAREFULLY and then place your claim at [www.firstam.com/warranty](http://www.firstam.com/warranty) or by calling 800.992.3400.**

It is helpful to have your contract number, make and/or model of covered item and complete street address available. You will pay the \$60 service call fee when the technician arrives at your home (one time service call fee per contract for termite treatment is \$200).

## IMPORTANT

This contract covers only the items mentioned as covered and excludes all others. Items must be in good safe working order at the start of coverage. Items must be installed for diagnosis and located within the confines of the perimeter of the main foundation of the home or garage (except Well Pump, Septic Tank, Pressure Regulator, Air Conditioning and Pool/Spa Equipment). This contract provides coverage for unknown defects if the defect or malfunction would not have been detectable to the buyer, seller or agent through visual inspection or simple mechanical test. This contract provides coverage for covered systems and appliances which malfunction due to lack of maintenance, rust, corrosion and chemical or sedimentary build-up. Coverage is only provided for malfunctions which occur and are reported to First American Home Warranty Corp. (Company) during the term of this contract. You must call us for service prior to the expiration of this contract. **The Company will not reimburse you for services performed without approval.**

## TIMING OF COVERAGE

**Optional Seller's Coverage** starts upon receipt of application or confirmation number by Company and continues until expiration of the initial listing period not to exceed 180 days or until close of sale or listing cancellation (whichever is first). Optional Seller's Coverage, if elected, may be extended at the discretion of the Company.

IF THE LISTED PROPERTY DOES NOT CLOSE, IS WITHDRAWN FROM THE MARKET OR THE INITIAL LISTING TERMINATES, A FEE OF \$60 WILL BE BILLED DIRECTLY TO THE HOME SELLER, DUE AND PAYABLE UPON RECEIPT. **HOME WARRANTY COMPANIES MAY NOT PROVIDE LISTING PERIOD COVERAGE FREE OF CHARGE.**

**Buyer's Coverage starts upon payment at close of sale and continues for one year.**

**Buyer's Coverage for new construction starts one year after the close of sale and continues for three years from that date.**

**Payment** is due at close of sale and must be received by the Company within 30 days of close of sale.

**Offer for future coverage** is at the sole option of the Company. You will be notified of rates and terms for continuation of coverage.

## Basic Contract Coverage

The following items are covered by this contract for the buyer when payment is made at close of sale and for the seller when optional seller's coverage is ordered. We show examples of items "not covered" to assist your understanding of the contract. **It is also important to review Limits of Liability.**

### PLUMBING

- Leaks and breaks of water, drain, gas, vent or sewer lines (except caused by freezing)
- Valves: shower, tub, diverter, riser, angle stop and gate valves
- Toilet tanks, bowls and mechanisms (replaced with white builder's standard as necessary)
- Circulating hot water pump
- Pressure regulators
- Permanently installed sump pumps within perimeter of main foundation or garage (ground water only)
- Whirlpool bath motor, pump and air switch assemblies

**Not Covered:** Fixtures, faucets, filter, shower head, shower arm, shower enclosure and base pan, caulking and grouting, septic tank, hose bibbs, flow restrictions in fresh water lines, water conditioning equipment, sewage ejectors, saunas or steam rooms, whirlpool jets and fire suppression systems.

**NOTE:** The Company will only be responsible for providing access for covered plumbing repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish. Coverage for diagnosis, access, repair or replacement of items located in or below a concrete slab and items encased in or covered by concrete is limited under this contract to a maximum of \$500 in the aggregate.

### PLUMBING STOPPAGES

- Clearing of stoppages in sink, tub, shower drains and water closets (toilets). Clearing of sewer and mainline stoppages (including hydrojetting if stoppage is unable to be cleared with cable) to 125 feet of point of access where ground level cleanout is existing. Clearing of lateral drain lines to 125 feet from point of access including accessible cleanout, p-trap, drain or overflow access point, except;

**Not Covered:** Stoppages caused by foreign objects, roots, collapsed or broken lines outside the main foundation, access to drain or sewer lines from roof vent, costs to locate, access or install a ground level cleanout and removal of water closets (toilets).



## WATER HEATER (Includes tankless water heaters)

- All parts and components, except;

**Not Covered:** Holding or storage tanks, flues and vents, fuel storage tanks and solar equipment.

## ELECTRICAL

- Wiring
- Plugs
- Panels and sub panels
- Switches and fuses
- Conduit
- Junction boxes
- Circuit breakers (including ground fault)
- Telephone wiring

**Not Covered:** Door bells, intercom, fixtures, alarms, inadequate wiring capacity, sensor, relay, low voltage systems, timed circuits, phone jacks, wiring which is the property of the phone company and audio/video/computer/intercom/alarm or security cable or wiring.

## KITCHEN APPLIANCES

- Oven/Range/Cooktop
- Dishwasher
- Garbage Disposal
- Microwave Oven (built-in only)
- Trash Compactor
- Instant Hot Water Dispenser

**Not Covered:** Rotisseries, handles, lights, knobs, dials, racks, baskets, rollers, removable trays, removable buckets, door glass, interior lining, lock/key assemblies, magnetic induction units, meat probe assemblies and clocks (unless they affect the primary function of the unit).

## GARAGE DOOR OPENERS

- Switches
- Motor
- Track assembly
- Carriage
- Capacitor
- Push arm
- Receiver unit

**Not Covered:** Remote transmitters, adjustments, doors, hinges and springs.

**NOTE:** The Company will not proceed with diagnosis, repair or replacement of a unit until current safety standards are met.

## CENTRAL VACUUM SYSTEM

- All parts and components, except;

**Not Covered:** Hoses and accessories which are removable.

**NOTE:** The Company is not responsible for gaining or closing access to floors, walls or ceilings to locate the malfunction or to effect repair or replacement.

## ATTIC AND EXHAUST FANS

- All parts and components.

## CEILING FANS

- All parts and components, except;

**Not Covered:** Light kits and remote transmitters.

## Additional Coverage For Buyer And Seller

**NOTE FOR SELLER:** The Company will pay up to a combined maximum limit of \$1,500 during the seller's coverage period for Heating, Central Air Conditioning and Ductwork.

## HEATING

- Heat pump
- Heat pump refrigerant recharging
- Gas, electrical, oil furnaces
- Hydronic circulating pumps
- Thermostats (including base)
- Heating elements
- Radiators
- Gas valves
- Baseboard convectors

**Not Covered:** Auxiliary space heaters, cable heat, mini-split ductless systems (including heat pump versions), filters (including electronic air cleaners), registers, fuel storage tanks, heat lamps, fireplaces and key valves, humidifiers, baseboard casings and grills, chimneys, flues and vents, underground or outside components and piping for geothermal and/or water source heat pumps, well pumps and well pump components for geothermal and/or water source heat pumps, grain, pellet, or wood heating units (even if only source of heating) and heat pump refrigerant recapture, reclaim and disposal.

**NOTE:**

- Coverage for diagnosis, access, repair or replacement of heating systems utilizing steam, heated water or glycol is limited under this contract to a maximum of \$1,500 in the aggregate.
- For heat pumps and heat pump package units, Note under Central Air Conditioning applies.

# Sample Contract Coverage - continued

## CENTRAL AIR CONDITIONING

- Refrigeration System (includes heat pump)
  - √ Condensing unit
  - √ Air handling unit
  - √ Liquid and suction line dryers
  - √ Fuses, breakers, disconnect boxes and wiring
  - √ Evaporator coils (including thermostatic expansion valves)
  - √ Thermostats
  - √ Refrigerant lines
  - √ Refrigerant recharging
- Evaporative Cooler
- Built-in Electric Wall Units

**Not Covered:** Mini-split ductless systems (including heat pump versions), registers, grills, filters (including electronic air cleaners), gas air conditioners, window units, underground or outside piping and components for geothermal and/or water source heat pumps, humidifiers, cooler pads, roof jacks or stands and refrigerant recapture, reclaim and disposal.

### **NOTE:**

- If the Company determines that a package unit or the condenser of an air conditioning or heat pump split system must be replaced, the Company will replace the unit with a unit that meets current federal, state and/or local government efficiency standards.
- When replacing the condenser of an air conditioning or heat pump split system, the Company will replace any covered component as well as modify the plenum, indoor electrical, air handling transition and duct connections as necessary to maintain compatibility and operating efficiency as required by the manufacturer of the replacement unit, including the installation of thermostatic expansion valves.

## DUCTWORK

- Ductwork from the heating or cooling unit to the connection at register or grill.

**Not Covered:** Grills and registers, insulation, dampers and ductwork where asbestos is present.

**NOTE:** The Company will only be responsible for providing access for covered ductwork repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish. Coverage for diagnosis, access, repair or replacement of ductwork located in or below a concrete slab and items encased in or covered by concrete is limited under this contract to a maximum of \$500 in the aggregate.

## Optional Coverage For Buyer And Seller

Prices listed are for Single-Family Homes/Condominiums/Townhomes/Mobile Homes under 5,000 sq. ft. Call 800.444.9030 for quotes and optional pricing for homes over 5,000 sq. ft., multiple units and new construction.

The buyer is covered for the following optional coverage when additional payment has been made at close of sale. The seller must agree to additional payment at close of sale in order to receive the following optional coverage.

**NOTE FOR BUYER:** The home buyer may purchase optional coverage up to 60 days from the effective date. Such coverage will not become effective until payment is received by the Company and coverage will expire upon expiration of the basic contract coverage term.

For new construction coverage, the home buyer may purchase optional coverage at any time during the contract term for brand new items. Such coverage will not become effective until payment is received by the Company and coverage will expire upon expiration of the basic contract coverage term.

## SUBTERRANEAN TERMITE TREATMENT - \$49

- Treatment for subterranean termite infestation.

**Not Covered:** Infestation in decks or fencing or any infestation outside the confines of the main foundation of the home or garage, repair of damage caused by subterranean termites.

Contract holder will pay a one time \$200 service call fee per contract to our contractor for subterranean termite treatment.

Repeat visits are free of charge. All work will be performed by a licensed structural pest control contractor.



## First Class Upgrade - \$99

The following items are covered when the First Class Upgrade (FCU) Option is elected. Optional coverage items (\*) must be purchased for FCU to apply. Note: some items are not available (NA) for the seller.

### Buyer / Seller

- ✓ ✓ **Air Conditioning:** Filters, registers, grills, window units.
- ✓ ✓ **Dishwasher:** Racks, baskets, rollers, knobs, dials.
- \* NA **Clothes Washer and Dryer:** Knobs, dials.
- ✓ ✓ **Heating:** Registers, grills, filters, heat lamps.
- ✓ ✓ **Plumbing:** Faucets (replaced with chrome builder's standard), shower head and shower arm, hose bibbs, toilets (replaced with like quality up to \$300 per occurrence).
- ✓ ✓ **Oven/Range/Cooktop:** Rotisseries, racks, handles, knobs, dials, interior lining.
- ✓ ✓ **Microwave Oven (built-in only):** Interior lining, door glass, clocks, racks, knobs.
- ✓ ✓ **Smoke Detector:** Both battery operated and hard wired.
- ✓ ✓ **Trash Compactor:** Removable buckets, knobs.
- ✓ ✓ **Garage Door Openers:** Hinges, springs, remote transmitters.
- ✓ ✓ The Company will cover fees associated with the use of cranes or other lifting equipment required to service roof-top heating or air conditioning units.
- ✓ ✓ Where local building permits are required prior to commencing replacement of appliances, systems or components, the Company will pay up to \$250 per occurrence for such local building permits. The Company will not be responsible for replacement service when permits cannot be obtained.
- ✓ ✓ The Company will pay costs related to refrigerant recapture, reclaim and disposal (if required) and the removal of an appliance, system or component when the Company is replacing a covered appliance, system or component.
- ✓ ✓ The Company will repair or replace a system or appliance (excluding roofs) that was improperly installed, modified or repaired, or was not properly matched in size or efficiency at any time prior to or during the term of this contract provided the system is not undersized relative to the square footage of area being cooled or heated. In the event that a covered mismatched system or improper installation, modification or repair is in violation of a code requirement, Limited Code Upgrade applies.
- ✓ ✓ **Limited Code Upgrade:** The Company will pay up to \$250 in the aggregate under this contract to correct code violations when effecting approved repairs or replacements. The Company may, at its option, pay the contract holder in lieu of performing the work.

## Optional Coverage For Buyer

Prices listed are for Single-Family Homes/Condominiums/Townhomes/Mobile Homes under 5,000 sq. ft. Call 800.444.9030 for quotes and optional pricing for homes over 5,000 sq. ft., multiple units and new construction.

The buyer is covered for the following optional coverage when additional payment has been made at close of sale.

**NOTE FOR BUYER:** The home buyer may purchase optional coverage up to 60 days from the effective date. Such coverage will not become effective until payment is received by the Company and coverage will expire upon expiration of the basic contract coverage term.

For new construction coverage, the home buyer may purchase optional coverage at any time during the contract term for brand new items. Such coverage will not become effective until payment is received by the Company and coverage will expire upon expiration of the basic contract coverage term.

### POOL / SPA EQUIPMENT - \$180

- Timer
- Filter
- Valves
- Heating units
- Pump
- Pump motors
- Salt water cell
- Circuit board
- Above ground plumbing and electrical
- Pool sweep motor and pump

**Not Covered:** All cleaning equipment, including pop up heads, turbo valves, pool sweeps, liners, lights, structural defects, solar equipment, inaccessible components, jets and fuel storage tanks, disposable filtration medium, chlorinators, ozonators and other water chemistry control equipment and materials, waterfalls, ornamental fountains and their pumping systems, heat pumps, salt, panel box, remote controls and dials.

**NOTE:** Coverage for Salt Water Pool/Spa Equipment salt water cell and circuit board is limited under this contract to a maximum of \$1,500 in the aggregate.

### KITCHEN REFRIGERATOR (Built-in or Free Standing) - \$50

- All parts and components, except;

**Not Covered:** Insulation, racks, shelves, handles, lights, ice crushers, beverage dispensers and their respective equipment, interior thermal shells, food spoilage, stand alone freezers, refrigerators located outside kitchen area and refrigerant recapture, reclaim and disposal.

#### **NOTE:**

• Coverage is for any one of the following types of kitchen refrigerator/freezer units and is limited under this contract to a maximum of \$2,500: a built-in kitchen refrigerator/freezer unit, a built-in combination of an All Refrigerator unit and an All Freezer unit, or a free standing kitchen refrigerator/freezer.

- Repair or replacement of ice makers will only be completed when parts are available.

# Sample Contract Coverage - continued

## ADDITIONAL REFRIGERATION - \$35

This option provides coverage for the following appliances with a combined total of four appliances: additional refrigerator, wet bar refrigerator, wine refrigerator, free standing freezer and free standing ice maker.

- All parts and components of a refrigerator (including wet bar and wine refrigerator) and free standing freezer, except;

**Not Covered:** Kitchen Refrigerator, insulation, racks, shelves, handles, lights, ice makers, ice crushers, beverage dispensers and their respective equipment, interior thermal shells, food spoilage and refrigerant recapture, reclaim and disposal.

- Free standing ice maker

All parts and components which affect the primary function of the ice maker and water dispenser, except;

**Not Covered:** Filters, removable components which do not affect the primary function, interior thermal shells, insulation and refrigerant recapture, reclaim and disposal.

**NOTE:** Coverage is provided for up to four additional refrigeration systems and is limited to a total maximum of \$1,000 in the aggregate.

## CLOTHES WASHER AND DRYER - \$85

- All parts and components, except;

**Not Covered:** Plastic mini-tubs, soap dispensers, filter and lint screens, knobs and dials, venting and damage to clothing.

## WELL PUMP (Limited to one well pump per home) - \$85

- All parts and components of well pump utilized exclusively for domestic use, except;

**Not Covered:** Well casings, booster pumps, piping or electrical lines, holding, pressure or storage tanks, redrilling of wells, damage due to lack of water, tampering, well pump and well pump components for geothermal and/or water source heat pumps, improper installation and access to repair well pump system.

## SEPTIC TANK PUMPING - \$35

- One time pumping per contract if the stoppage is due to septic tank backup.

**Not Covered:** Septic tanks, leach lines, cesspool, mechanical pump or systems, cost of locating or to gain access to the septic tank, cost of hook-ups, disposal of waste and chemical treatment of the septic tank and/or sewer lines.

## SEPTIC TANK SYSTEM - \$50

- Jet pump
- Aerobic pump
- Sewage ejector pump
- Septic tank and sewer line from house to septic tank

**Not Covered:** Seepage pits, leach lines, leach beds, lateral lines, cleanout and pumping of septic tank.

**NOTE:** Coverage for diagnosis, access, repair or replacement of septic tank, sewer lines from house to septic tank, sewage ejector, jet and aerobic pumps is limited to a maximum of \$500 in the aggregate.

## LIMITED ROOF LEAK COVERAGE - \$99

- Leaks caused by rain to tar and gravel, tile, shingle, shake and composition roofs over occupied living areas will be repaired as long as leaks are caused by normal wear and tear and the roof was in good, water tight condition at the start of coverage. If replacement of the existing roof, in whole or in part, is necessary, the Company's liability is limited to the estimated cost of repair of the leaking area only, as if the repair of that area were possible.

**Not Covered:** Roof leaks caused by or resulting from: roof mounted installations, metal roofs, improper construction or repair, missing or broken materials, skylights, patio covers, gutters, drains, downspouts, scuppers, chimneys and defects in balcony or deck serving as a roof. Routine periodic maintenance is not covered by this contract.

Company will direct a technician to contact you for an appointment or, at its option, may authorize you to contact a technician directly. If you are authorized to contact a technician directly, you will be given a spending limit established by the Company. Secondary or consequential water damage is not covered by this contract.

**NOTE:**

- Service delays frequently occur during the first rains of the season or in heavy storms. While we will make every effort to expedite service, no guarantees can be made.
- Limited Roof Leak Coverage is limited under this contract to a maximum of \$1,000 in the aggregate.
- Limited Roof Leak Coverage is not available for new construction.

## Limits Of Liability

1. Common areas and facilities of mobile home parks and condominiums are not covered. If dwelling is 5 units or more, common systems and appliances not located within the confines of each individual unit are excluded.
2. Repairs or replacements required as a result of missing parts, fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, mud, war, riots, vandalism, improper installation, acts of God, damage from pests, lack of capacity or misuse are not covered by this contract.
3. Company's liability is limited to failure of systems or appliances due to normal wear and tear. Cosmetic defects are not covered.



4. Company is not liable or responsible for consequential, incidental and/or secondary damage or loss resulting from the malfunction of any covered item, or a Service Contractor's delay or neglect in providing, or failing to provide, repair or replacement of a covered item, including, but not limited to, personal and/or property damage, food spoilage, additional living expenses, utility bills or loss of income.
  5. Solar systems and components including holding tanks are not covered. Electronic, computerized, pneumatic and manual system management and zone controllers are not covered.
  6. The Company will not be responsible for any corrections, repairs, replacements, upgrades, inspections or other additional costs to comply with federal, state or local laws, utility regulations, zoning or building codes. The Company will not be responsible to pay any costs relating to permits, haul away fees, construction, carpentry or relocation of equipment. The Company will not be responsible for gaining or closing access to covered items except where noted in this contract. The Company will not be responsible for alterations or modifications made necessary by existing equipment or installing different equipment except where noted in the Central Air Conditioning section of this contract. The Company will not alter structure to effect repair or replacement, nor refinish or replace cabinets, countertops, tile, paint, wall or floor coverings or the like.
  7. The Company will not effect service involving hazardous or toxic materials, including asbestos or any other contaminants. The Company is not responsible for any claim arising out of any pathogenic organisms regardless of any event of cause that contributed in any sequence to damage or injury. Pathogenic organisms mean any bacteria, yeasts, mildew, virus, fungi, mold or their spores, mycotoxins or other metabolic products.
  8. This contract covers only single family residential-use resale and new construction property, under 5,000 square feet, unless amended by the Company. Resale and new construction homes over 5,000 square feet, multiple units, mother-in-law units, guest houses and other structures are covered if the appropriate fee is paid. This coverage is for owned or rented residential property, not for commercial property or premises converted into a business, including but not limited to, nursing/care homes, fraternity/sorority houses or day care centers.
  9. The Company will determine whether a covered system or appliance will be repaired or replaced. When replacing any appliance, the Company will not consider any failures that do not contribute to the appliance's primary function including, without limitation, TVs or radios in the kitchen refrigerator. The Company will replace with equipment of similar features, efficiency and capacity but is not responsible for matching brand, dimensions or color. The Company reserves the right to have a component or part rebuilt or to replace with a rebuilt component or part.
  10. The Company reserves the right to require a second opinion at no additional charge to the customer.
  11. The Company is not responsible for repairs arising from manufacturer's recall of covered items, manufacturer's defects or for items covered under an existing manufacturer's, distributor's or in-home warranty. The covered items must be domestic or commercial grade and specified by the manufacturer for residential use.
  12. The Company is not responsible for repair or replacement of any system or appliance or component or part thereof that has previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer, and for which either entity has issued, or issues a warning or recall, or when a failure is caused by manufacturer's improper design, use of improper materials, formula, manufacturing process or manufacturing defect.
  13. The Company will not perform routine maintenance. The contract holder is responsible for cleaning and routine maintenance as specified by the manufacturer of the equipment.
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- ## Customer Service
1. Telephone service is available at all times. Call us to describe the problem. When your coverage is confirmed, First American will dispatch your call to a qualified contractor. The contractor will call you to schedule a mutually convenient appointment time; additional efforts are made in emergency situations. **If you should request the Company to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees, including overtime charges.**

# Sample Contract Coverage - continued

2. The customer pays the \$60 service call fee for each separate trade call (there is a one time \$200 service call fee per contract for termite treatment). Trade call means each visit by an approved contractor, unless multiple visits are required to remedy the same problem. **The Company warrants its work for 30 days. If the item fails outside this time period, an additional service fee will be charged. Failure to pay the service call fee may delay processing of future claims.**
3. Homeowner and Company may agree on payment of cash in lieu of repair or replacement. **Payment will be made based on Company's negotiated rates with its suppliers, which may be less than retail.**
4. Sometimes there are problems and delays in securing parts or equipment. When the items are secured, they will be installed promptly without any further service charge.

## Transfer Of Contract

Purchaser of the home warranty has the right to assign the contract at least within fifteen (15) days from the date the home is sold or transferred to a subsequent retail purchaser of the home covered by the home warranty and all conditions of such right of transfer. If your covered property is sold during the term of this contract, you must notify First American of the change in ownership and must submit the name of the new owner by phoning 800.992.3400 in order to transfer coverage to the new owner.

## Cancellation

A home service contract is noncancelable by the Company during the initial term for which it was issued, except for any of the following reasons: (i) Nonpayment of contract fees; (ii) The subscriber's fraud or misrepresentations of facts material to the issuance of the contract; (iii) The contract provides coverage prior to the time that an interest in residential property to which it attaches is sold and the sale of the residential property does not occur. If this contract is cancelled by the Company for any reason other than those listed above, the provider of funds will be entitled to a refund of one hundred percent (100%) of the unearned pro rata premium, less all service costs incurred by the Company.

If the warranty is cancelled by the contract holder within ten (10) days of purchase, the provider of funds will be entitled to a full refund of the gross premium paid, less an administrative fee not to

exceed five percent (5%) of the gross premium paid and all service costs incurred by the Company. If the warranty is cancelled by the contract holder after ten (10) days of purchase, the provider of funds will be entitled to a refund of ninety percent (90%) of the unearned pro rata premium, less all service costs incurred by the Company.

## Duties of the Contract Holder

The contract holder is responsible for the following: (i) Protecting appliances/systems from further damage should a failure occur; (ii) Reporting claims promptly to First American on the toll free number given in this contract; (iii) Installing all appliances/systems in accordance with the manufacturer's specifications and (iv) Maintaining all appliances/systems in accordance with the manufacturer's specifications, including performing normal, routine maintenance.

## Miscellaneous

The rate charged for this contract is not subject to regulation by the Florida Office of Insurance Regulation.

FL 06/12 Ver. UD/UE

First American home warranty plans have reasonable dollar limitations on coverages. Although this sample contract provides specific details, here is a quick reference for your convenience.

### Warranty Coverage Dollar Limitations

#### Diagnosis, access, repair and/or replacement limits

Concrete Encased Items (plumbing and ductwork)	\$500
Code Violations Under Upgrade	\$250
Steam, Heated Water or Glycol Heating	\$1,500
Kitchen Refrigerator (includes built-in and ice maker)	\$2,500
Additional Refrigeration (up to 4 units)	\$1,000
Permits Under Upgrade (per occurrence)	\$250
Salt Water Pool/Spa Equipment	\$1,500
Seller's Heating, Central Air Conditioning and Ductwork	\$1,500
Septic Tank System	\$500
Toilet Replacement Under Upgrade (per occurrence)	\$300
Limited Roof Leak Coverage	\$1,000

All coverage limits are per contract unless otherwise specified.

Any time a covered item fails, simply call **800.992.3400** or go online at **[www.firstam.com/warranty](http://www.firstam.com/warranty)** to request service. It is important that First American is contacted first, as the Company will not reimburse for services performed without approval.

# Application - Protecting Your Home Made Simple



First American  
Home Warranty Corp.

Confirmation # \_\_\_\_\_ Please give your client a sample contract. Contract will be sent to the buyer upon receipt of payment by First American.

## 1. COMPLETE YOUR CONTRACT INFORMATION

(Single-family residence under 5,000 square feet)

### ADDRESS TO BE COVERED:

\*Street Address \_\_\_\_\_ Unit # \_\_\_\_\_

\*City \_\_\_\_\_ \*State \_\_\_\_\_ \*Zip \_\_\_\_\_

REAL ESTATE COMPANY \_\_\_\_\_

\*Phone \_\_\_\_\_ \*Fax \_\_\_\_\_  
(Main Office #)

\*Email \_\_\_\_\_

\*Agent \_\_\_\_\_ Representing  
(Referring Agent)  Buyer  Seller

OTHER BROKER COMPANY \_\_\_\_\_  
(If applicable)

Phone \_\_\_\_\_ Fax \_\_\_\_\_  
(Main Office #)

Email \_\_\_\_\_

Agent \_\_\_\_\_ Representing  
 Buyer  Seller

CLOSING COMPANY \_\_\_\_\_

Name \_\_\_\_\_  
(Closing Officer's Name)

Phone \_\_\_\_\_ Fax \_\_\_\_\_  
(Main Office #)

Est. Close Date \_\_\_\_\_ File # \_\_\_\_\_

\*BUYER'S NAME \_\_\_\_\_

\*BUYER'S PHONE \_\_\_\_\_

\*BUYER'S EMAIL \_\_\_\_\_

\*SELLER'S NAME \_\_\_\_\_

(\* Requested fields if available. Any missing information or incomplete fax may result in delay of order being placed or placed incorrectly.)

## 3. SIGN & ORDER ONLINE AT FIRSTAM.COM/WARRANTY

- I DESIRE** the home warranty coverage and options I have marked above.
- I DECLINE** the benefits of this coverage. I agree not to hold the above real estate company, broker and/or agents liable for the repair or replacement of a system or appliance that would otherwise have been covered by this plan.

Signature \_\_\_\_\_

Date \_\_\_\_\_

The real estate agent offering this program does so as a service to protect their client's best interest. They receive no direct commission or compensation from First American Warranty Corp. Member of the NATIONAL HOME SERVICE CONTRACT ASSOCIATION.

Phone Orders: 800.444.9030 | Fax: 800.772.1151 | Service: 800.992.3400 | P.O. Box 10458, Van Nuys, CA 91410-0458 | Web: [www.firstam.com/warranty](http://www.firstam.com/warranty)

## 2. CHOOSE YOUR COVERAGE & OPTIONS

**BASIC PLANS** \_\_\_\_\_ Service Call Fee - **\$60**

### BUYER'S COVERAGE

Buyer's coverage 1 year.

- Single-Family Home** **\$355**
- Condominium/Townhome/Mobile Home** **\$310**

### BUYER'S/SELLER'S COVERAGE\*\*

Buyer's coverage 1 year, seller's coverage maximum 180 days.

- Single-Family Home** **\$415**
- Condominium/Townhome/Mobile Home** **\$370**

### MULTIPLE UNITS

Buyer's coverage only. Not available for new construction.

- Duplex** **\$605**
- Triplex** **\$850**
- Fourplex** **\$1,100**

### NEW CONSTRUCTION COVERAGE

Buyer's coverage only. Covers years 2-4.

### Single-Family Home/Condominium/ Townhome/Mobile Home

**\$535**

### OPTIONAL COVERAGE

Seller's optional coverage available when basic buyer's/seller's coverage is selected.

#### FOR BUYER and/or SELLER

- First Class Upgrade** **\$99**
- Termite Treatment** (One time \$200 service call fee) **\$49**

#### FOR BUYER

- Additional Refrigeration** (up to 4 units) **\$35**
- Clothes Washer/Dryer** **\$85**
- Kitchen Refrigerator** (Includes built-in and ice maker) **\$50**
- Limited Roof Leak Coverage** **\$99**
- Pool and/or Spa Equipment** **\$180**  
(Includes Salt Water Pool/Spa Equipment. No additional charge if separate equipment)
- Septic Tank Pumping** **\$35**
- Septic Tank System** **\$50**
- Well Pump** **\$85**
- Clothes Washer/Dryer/Kitchen Refrigerator** (Save \$15) **\$120**

**TOTAL:** \_\_\_\_\_

\*\*IN THE EVENT HOME DOES NOT CLOSE, THEN ONLY PAYMENT OF \$60 FOR BASIC SELLER'S COVERAGE IS DUE AT TERMINATION OF LISTING OR EXPIRATION OF SELLER'S COVERAGE PERIOD (WHICHEVER IS APPLICABLE). **HOME WARRANTY COMPANIES MAY NOT PROVIDE LISTING PERIOD COVERAGE FREE OF CHARGE.**

Call 800.444.9030 for quotes on homes over 5,000 sq. ft., 5-10 units, guest homes and optional coverage pricing for new construction homes and multiple units. See contract for coverage details.



## FIRST AMERICAN HOME WARRANTY PLAN

### Basic Plan

Service Call Fee  
\$60

#### BUYER'S COVERAGE

Prices listed are for homes under 5,000 sq. ft. Buyer's coverage 1 year.

Single-Family Home	\$355
Condominium/Townhome/Mobile Home	\$310

#### BUYER'S/SELLER'S COVERAGE

Prices listed are for homes under 5,000 sq. ft. Buyer's coverage 1 year, seller's coverage maximum 180 days.

Single-Family Home	\$415
Condominium/Townhome/Mobile Home	\$370

### Optional Coverage

Seller's optional coverage available when basic buyer's/seller's coverage is selected.

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Clothes Washer/Dryer	\$85
Kitchen Refrigerator (Includes built-in and ice maker)	\$50
Limited Roof Leak Coverage	\$99
Pool and/or Spa Equipment (Includes Salt Water Pool/Spa Equipment. No additional charge if separate equipment)	\$180
Septic Tank Pumping	\$35
Septic Tank System	\$50
Well Pump	\$85
Clothes Washer/Dryer/Kitchen Refrigerator (Save \$15)	\$120

Covers unknown conditions which can include rust, corrosion, sediment, problems resulting from lack of maintenance and much more!

### Basic Covered Items

	<u>Buyer</u>	<u>Seller</u>
<b>Central Air Conditioning</b> (Electric. Includes evaporative cooler)	✓	✓
<b>Heating</b>	✓	✓
<b>Ductwork</b>	✓	✓
<b>Attic and Exhaust Fans</b>	✓	✓
<b>Built-in Microwave</b>	✓	✓
<b>Ceiling Fans</b>	✓	✓
<b>Central Vacuum System</b>	✓	✓
<b>Circulating Pumps</b>	✓	✓
<b>Dishwasher</b>	✓	✓
<b>Electrical System</b>	✓	✓
<b>Garage Door Openers</b>	✓	✓
<b>Garbage Disposal</b>	✓	✓
<b>Instant Hot Water Dispenser</b>	✓	✓
<b>Oven/Range/Cooktop</b>	✓	✓
<b>Plumbing Stoppages</b>	✓	✓
<b>Plumbing System</b> (Includes polybutylene piping)	✓	✓
<b>Pressure Regulators</b>	✓	✓
<b>Sump Pumps</b>	✓	✓
<b>Telephone Wiring</b>	✓	✓
<b>Toilet Tanks and Bowls</b>	✓	✓
<b>Trash Compactor</b>	✓	✓
<b>Water Heater</b>	✓	✓
<b>Whirlpool Bath Motor &amp; Pump Assemblies</b>	✓	✓



*First American  
Home Warranty Corp.*

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