



*First American
Home Buyers Protection
Corporation®*

A HOME WARRANTY SERVICE FROM FIRST AMERICAN


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peace
of mind

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From First American

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a little peace of mind.*

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Home warranty
coverage starts at
only \$375
for single-family
homes!



Your
HOME WARRANTY
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REO's & Short Sales

Texas





Protect Your Budget & Enjoy Your Home

First American offers affordable home warranty plans that can save you time, energy and thousands of dollars on covered home system 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.

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 Home Warranty:

1. Call us or go online any time a covered item fails:
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.



“ I support our relationship with First American Home Warranty. Should a claims issue arise, I know we can depend on First American to be there not only for our buyers and sellers, but also for our agents. I appreciate the service, value, and integrity that they provide.”








- Jody, Chula Vista, CA*

“ It has been years since any company, or company representative, has accorded me the respect, and demonstrated sincere appreciation for my business, as has First American.”

- Leo, Russellville, AR*

*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	Replacement
 Heating System	\$629	\$1,940
 Water Heater	\$425	\$2,308
 Plumbing	\$1,873	\$2,615
 Air Conditioning	\$837	\$2,725
 Oven/Range	\$1,145	\$1,576
 Refrigerator	\$1,171	\$1,305
 Electrical System	\$752	\$1,306

Based on actual invoices paid by First American in 2011 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:

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



First American Home Buyers Protection Corporation

Sample Contract Coverage

SHOULD YOU NEED SERVICE

PLEASE READ THIS CONTRACT CAREFULLY and then place your claim at www.firstam.com/warranty or by calling (800) 992-3400.

Have your Contract number, make 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 Subterranean Termite Treatment is \$200).

IMPORTANT

This is a Contract for repair or replacement of specified appliances and home systems. This Contract covers only the Items specifically identified in this Contract as covered and excludes all others. Items are not covered unless they are in safe working order at the start of coverage. To be covered, Items must be installed for diagnosis and located within the confines of the perimeter of the foundation of the primary living quarters or garage (except well pump, septic tank, sewage ejector pump, pressure regulator, air conditioning and pool/spa equipment; when applicable). This Contract provides coverage for unknown defects if the defect is not detectable through visual inspection or simple mechanical test (excluding renewal and non-real estate transaction customers). Items include malfunctioning systems and appliances due to lack of maintenance, rust, corrosion and chemical or sedimentary build-up. **First American Home Buyers Protection Corporation (Company) will not reimburse you for services performed without approval.**

COVERAGE TIME AND RENEWAL

You must report defects or malfunctions to Company during the term of this Contract.

- Coverage begins on Contract Effective Date and continues for 12 months, except;
 - Basic Contract Coverage for the Seller and Optional Coverage for the Seller, if elected, starts upon receipt of Contract number 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). Seller's Coverage may be extended at the discretion of Company.
 - New Construction Coverage begins 12 months after the close of sale and continues for 36 months.
- Payment is due at close of sale and must be received by Company within 30 days.
- Offer for future coverage* is at Company's sole discretion. You will be notified of rates and terms for continuation of coverage.

BASIC CONTRACT COVERAGE

Company shows examples of components "not covered" to assist your understanding of this Contract; and examples are not exhaustive. **It is also important to review Limits of Liability as well as the Options Ordered section on the front panel of this Contract.**

NOTE: Company will pay up to a combined maximum limit of \$1,500 during Seller's Coverage period for Heating, Central Air Conditioning and Ductwork.

PLUMBING — COVERED

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

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: Company is only 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 — COVERED

- Clearing of stoppages in sink, tub, shower drains and 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.

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

HEATING — COVERED

- Heat pump
- Heating elements
- Gas, electrical, oil furnaces
- Radiators
- Gas valves to furnace



- Thermostats (including base)
- Baseboard convectors
- Heat pump refrigerant recharging
- Hydronic circulating pumps

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 or water source heat pumps, well pumps and well pump components for geothermal or water source heat pumps, grain, pellet, or wood heating units (even if only source of heating), electronic, computerized, pneumatic and manual system management and zone controllers 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.
- If Company determines that a package unit or the condenser of a central air conditioning or heat pump split system must be replaced, Company will replace the unit with a unit that meets current federal, state or local government efficiency standards. This note also applies to Central Air Conditioning.

CENTRAL AIR CONDITIONING — COVERED

- Refrigeration System (Includes heat pump)
 - √ Thermostats
 - √ Refrigerant lines
 - √ Condensing unit
 - √ Air handling unit
 - √ Refrigerant recharging
 - √ Liquid and suction line dryers
 - √ Fuses, breakers, disconnect boxes and wiring
 - √ Evaporator coils (including thermostatic expansion valves)
- 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 or water source heat pumps, humidifiers, cooler pads, roof jacks or stands, electronic, computerized, pneumatic and manual system management and zone controllers and refrigerant recapture, reclaim and disposal.

NOTE:

- If Company determines that a package unit or the condenser of a central air conditioning or heat pump split system must be replaced, Company will replace the unit with a unit that meets current federal, state or local government efficiency standards.
- When replacing the condenser of a central air conditioning or heat pump split system, 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 — COVERED

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

Not Covered: Grills and registers, insulation, dampers, ductwork where asbestos is present, improperly sized ductwork, locating leaks to ductwork, diagnostic testing of ductwork when required by any federal, state or local law, regulation, or ordinance, or when required due to installation or replacement of any system equipment.

NOTE: Company is only 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.

WATER HEATER — COVERED

(Includes tankless water heaters)

- All parts, except;
- Not Covered:** Holding or storage tanks, flues and vents, fuel storage tanks and solar equipment.

ELECTRICAL — COVERED

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

Not Covered: Door bells, computer, audio, video, intercom, fixtures, alarm – and all associated wiring or cables. Inadequate wiring capacity, sensor, relay, low voltage systems, timed circuits, phone jacks and wiring which is the property of the phone company.

KITCHEN APPLIANCES — COVERED

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

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

GARAGE DOOR OPENERS — COVERED

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

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

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

Sample Contract Coverage - continued

CENTRAL VACUUM SYSTEM — COVERED

- All parts, except;

Not Covered: Hoses and accessories which are removable.

NOTE: 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 — COVERED

- All parts.

CEILING FANS — COVERED

- All parts, except;

Not Covered: Light kits and remote transmitters.

PEST CONTROL SERVICES — COVERED

- Mice
- Spiders
- Earwigs
- Pillbugs
- Crickets
- Silverfish
- Roaches
- Sowbugs
- Ground Beetles
- Clover Mites
- Centipedes
- Millipedes
- Ants (unless not covered)

Not Covered: Fire ants, pharaoh ants, carpenter ants, fungus and wood destroying organisms, flying insects, termites, fleas, ticks and rats.

SUBTERRANEAN TERMITE TREATMENT — COVERED

- Treatment for subterranean termite infestation.

Not Covered: Infestation in decks or fencing or any infestation outside the confines of the 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.

OPTIONAL COVERAGE FOR BUYER AND SELLER

NOTE FOR SELLER: The following coverage is optional for the Seller at an additional charge.

NOTE FOR BUYER: The Contract holder may purchase optional coverage up to 60 days from Contract Effective Date. Such coverage is not effective until payment is received by Company and coverage terminates upon Contract expiration.

For new construction coverage, the Contract holder may purchase optional coverage at any time during the Contract term for brand new Items. Such coverage is not effective until payment is received by Company and coverage terminates upon Contract expiration.

First Class Upgrade

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.
- * NA **Clothes Washer and Dryer:** Knobs, dials.
- ✓ ✓ **Dishwasher:** Racks, baskets, rollers, knobs, dials.
- ✓ ✓ **Ductwork:** Grills, registers.
- ✓ ✓ **Garage Door Openers:** Hinges, springs, remote transmitters.
- ✓ ✓ **Heating:** Registers, grills, filters, heat lamps.
- ✓ ✓ **Microwave Oven (built-in only):** Interior lining, door glass, clocks, racks, knobs.
- ✓ ✓ **Oven/Range/Cooktop:** Rotisseries, racks, handles, knobs, dials, interior lining.
- ✓ ✓ **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).
- ✓ ✓ **Smoke Detector:** Both battery operated and hard wired.
- ✓ ✓ **Trash Compactor:** Removable buckets, knobs.
- ✓ ✓ 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, Company will pay up to \$250 per occurrence for such local building permits. Company will not be responsible for replacement service when permits cannot be obtained.
- ✓ ✓ Company will pay costs related to refrigerant recapture, reclaim and disposal (if required) and the removal of an appliance, system or component when Company is replacing a covered appliance, system or component.
- ✓ ✓ Company will repair or replace a system or appliance 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:** Company will pay up to \$250 in the aggregate under this Contract to correct code violations when effecting approved repairs or replacements. Company may, at its option, pay the Contract holder in lieu of performing the work.



OPTIONAL COVERAGE

NOTE FOR SELLER: The following optional coverage is not available.

NOTE FOR BUYER: The Contract holder may purchase optional coverage up to 60 days from Contract Effective Date. Such coverage is not effective until payment is received by Company and coverage terminates upon Contract expiration.

For new construction coverage, the Contract holder may purchase optional coverage at any time during the Contract term for brand new Items. Such coverage is not effective until payment is received by Company and coverage terminates upon Contract expiration.

POOL/SPA EQUIPMENT — COVERED

- Salt water cell
- Circuit board
- Pumps
- Timers
- Filters
- Valves
- Pump motors
- Heating units
- Pool sweep motor and pumps
- Above ground plumbing and electrical

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, electronic, computerized, pneumatic and manual system management and zone controllers, disposable filtration medium, chlorinators, ozonators and other water chemistry control equipment and materials, waterfalls, ornamental fountains and its 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 — COVERED

- All parts, except;

Not Covered: Insulation, racks, shelves, handles, lights, 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, ice crushers, beverage dispensers and their respective equipment will only be completed when parts are available.

ADDITIONAL REFRIGERATION — COVERED

(Maximum coverage up to \$1,000)

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

- All parts 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 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.

CLOTHES WASHER AND DRYER — COVERED

- All parts, except;

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

WELL PUMP — COVERED

(Limited to one well pump per home)

- All parts 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 or water source heat pumps, improper installation and access to repair well pump system.

SEPTIC TANK PUMPING — COVERED

- One time pumping per Contract if the stoppage is due to septic tank backup, except;

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 or sewer lines.

SEPTIC TANK SYSTEM — COVERED

(Maximum coverage up to \$500)

- 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.

ECO UPGRADE — COVERED

In the event that any of these covered appliances (dishwasher, refrigerator, free standing freezer, clothes washer) or gas furnace cannot be repaired, subject to all other Contract terms and limitations, including modifications, will be replaced with **ENERGY STAR®** qualified products (if available) with similar features, efficiency and capacity. The Contract holder has the option of replacing the gas furnace with a 90 percent efficiency model.

Sample Contract Coverage - continued

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. Liability is limited to repair or replacement cost of Item due to normal wear and tear. Cosmetic defects are not covered.
4. Company is not responsible for consequential, incidental, emotional distress, pain or suffering, tort or exemplary damages, secondary damage, loss resulting from the malfunction of any Item, or a Service Contractor's delay or neglect in providing, or failing to provide, repair or replacement of an Item.
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. Company is not 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. **Company is not responsible to pay any costs relating to permits, haul away fees, construction, carpentry or relocation of equipment. Company is not responsible for gaining or closing access to Items except where noted in this Contract. Company is not 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.** 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. Company will not effect service involving hazardous or toxic materials, including asbestos or any other contaminants. 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. Contract covers only single family residential-use property, residential-use resale property or residential-use new construction property. Residential property over 5,000 square feet, multiple units, guest houses and other structures are covered if the appropriate fee is paid. Contract 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. Company will determine, at its sole discretion, whether a covered system or appliance will be repaired or replaced. When replacing any appliance, Company will not pay for any failures that do not contribute to the appliance's primary function including, without limitation, TVs or radios built into the kitchen refrigerator. Company will replace with equipment of similar features, efficiency and capacity but is not responsible for matching brand, dimensions or color. Company reserves the right to have a component or part rebuilt or to replace with a rebuilt component or part.
10. Company may obtain a second opinion.
11. Company is not responsible for repairs arising from manufacturer's recall of 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. Company is not responsible for repair or replacement of any system, appliance, 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. This Contract does not cover routine maintenance.

CUSTOMER SERVICE

1. Telephone service is available at all times. During normal working hours your call will be dispatched within 4 hours of confirmation of coverage. The services contracted for will be initiated under normal circumstances by the service company within 48 hours after request is made by the Contract holder. Contract holder's telephone call to Company describing the problem is considered sufficient notice. Company will



commence diagnosis without first requiring the completion of a written claim form or other such form of proof of loss. When your coverage is confirmed, Company will dispatch your call to a qualified contractor. The contractor will call you to schedule a mutually convenient appointment time. Company will consider it an emergency when failure of a covered Item renders the home uninhabitable; in these instances, Company will make reasonable efforts to expedite emergency service. **If you should request Company to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees, including overtime charges.**

2. Contract holder pays the \$60 service call fee for each separate trade call. Trade call means each visit by an approved contractor, unless multiple visits are required to remedy the same problem. Persons dispatched for trade calls are independent contractors, not agents or employees of the Company. Company warrants contractor's work for 30 days. If the Item fails outside this time period, an additional service call fee will be charged. Failure to pay the service call fee may delay processing of future claims. *Subterranean Termite Treatment customers only:* There is a one time \$200 service call fee per Contract for Subterranean Termite Treatment.
3. Contract holder and Company may agree on payment of cash in lieu of repair or replacement. Payment is 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 are installed promptly without any further service charge.

TRANSFER OF CONTRACT

If your covered property is sold during the term of this Contract, you have the right to assign this Contract provided that you notify Company of the change in ownership and submit the name of the new owner by phoning (800) 992-3400 to transfer coverage.

CANCELLATION

General Cancellation Terms

Obligations of this Contract are backed by the full faith and credit of the Contract Provider, First American Home Buyers Protection Corporation (Company), and are not guaranteed by a service contract reimbursement insurance policy.

You may cancel this purchase within 7 days of the Contract Effective Date and receive a full refund within 30 days. After 7 days, this Contract is noncancelable by the Contract holder unless by mutual agreement of the Contract holder and Company.

The request for cancellation must be in writing.

Company will not cancel your Contract except for any of the following reasons:

1. Nonpayment of Contract fees when due.
2. The subscriber's fraud or misrepresentation of facts material to the issuance of this Contract, or in presenting a claim for service thereunder.
3. This 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, the Contract holder shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less a \$50 administrative fee and all service costs incurred by Company.

YOUR DUTIES

You are responsible for the following: (i) Protecting appliances/systems; (ii) Reporting claims promptly and (iii) Installing and maintaining appliances/systems following manufacturer's specifications.

MISCELLANEOUS

This Contract is issued pursuant to a license granted by the Texas Real Estate Commission, and complaints in connection with this Contract may be directed to the commission at P.O. Box 12188, Austin, Texas 78711-2188 (512) 936-3049. The purchase of a home warranty Contract is optional and similar coverage may be purchased through other residential service companies or insurance companies authorized to transact business in Texas.

NOTICES:

- **YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER TEXAS DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT. FOR MORE INFORMATION CONCERNING**

Sample Contract Coverage - continued

YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

- **THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE §1303.304.**

ARBITRATION

All disputes and claims arising out of or relating to Contract must be resolved by binding arbitration. This agreement to arbitrate includes, but is not limited to, all disputes and claims between Company and the Homeowner, Company and the Seller, and claims that arose prior to purchase of the Contract. This agreement to arbitrate applies to Company, Homeowner and Seller, and their respective parent and subsidiary companies, affiliates, agents, employees, predecessors and successors in interest, assigns, heirs, spouses, and children.

The arbitration must take place on an individual basis, and Company, the Homeowner and the Seller agree that they are waiving any right to a jury trial and to bring or participate in a class, representative, or private attorney general action, and further agree that the arbitrator lacks the power to consider claims for injunctive or declaratory relief, or to grant relief effecting anyone other than the individual claimant.

The arbitration is governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. Company will pay all AAA filing, administration and arbitrator fees for any arbitration it initiates and for any arbitration initiated by another party for which the value of the claims is \$75,000 or less, unless an arbitrator determines that the claims have been brought in bad faith or for an improper purpose, in which case the payment of AAA fees will be governed by the AAA Rules.

The arbitration will take place in the same county in which the property covered by the Home Warranty Contract is located. The Federal Arbitration Act will govern the interpretation, applicability and enforcement of this arbitration agreement. This arbitration agreement will survive the termination of this Warranty Contract.

Notwithstanding this arbitration agreement, any party may, if it prefers, bring an individual action in small claims court.

TX 02/13 Ver. UP/UQ/UR

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	\$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

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 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 Buyers Protection
Corporation®

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
 Buyer Seller
(Referring Agent)

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.

**One time service call fee per plan for termite treatment is \$200.

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.

2. CHOOSE YOUR COVERAGE & OPTIONS

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

BUYER'S COVERAGE

Buyer's coverage 1 year.

Single-Family Home **\$375**

Condominium/Townhome/Mobile Home **\$330**

BUYER'S/SELLER'S COVERAGE

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

Single-Family Home **\$435**

Condominium/Townhome/Mobile Home **\$390**

MULTIPLE UNITS

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

Duplex **\$525**

Triplex **\$790**

Fourplex **\$1,050**

NEW CONSTRUCTION COVERAGE

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

**Single-Family Home/Condominium/
Townhome/Mobile Home** **\$620**

OPTIONAL COVERAGE

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

FOR BUYER and/or SELLER

First Class Upgrade (See page 6) **\$99**

FOR BUYER

Eco Upgrade **\$20**

Washer/Dryer/Kitchen Refrigerator (\$20 Savings) **\$120**

Clothes Washer/Dryer **\$90**

Kitchen Refrigerator **\$50**

Additional Refrigeration (Up to 4 units) **\$35**

Pool and/or Spa Equipment **\$180**

(Includes Salt Water Pool/Spa Equipment. No additional charge if separate equipment.)

Septic Tank Pumping **\$25**

Septic Tank System **\$50**

Well Pump **\$85**

TOTAL: _____

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

YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER TEXAS DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

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 Home Buyers Protection. Member of the NATIONAL HOME SERVICE CONTRACT ASSOCIATION.

Phone Orders: 800.444.9030 | Fax: 800.772.1151 | Service: 800.992.3400 | P.O. Box 10180, Van Nuys, CA 91410-0180 | Web: www.firstam.com/warranty



We Offer Protection For Buyers & Sellers

FIRST AMERICAN HOME WARRANTY PLAN

Basic Plans

Prices listed are for homes under 5,000 sq. ft.

BUYER'S COVERAGE

Buyer's coverage 1 year.

Single-Family Home	\$375
Condominium/Townhome/Mobile Home	\$330

BUYER'S/SELLER'S COVERAGE

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

Single-Family Home	\$435
Condominium/Townhome/Mobile Home	\$390

Service Call Fee
\$60**

Basic Covered Items

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

Optional Coverage

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

FOR BUYER and/or SELLER

First Class Upgrade (See page 6)	\$99
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FOR BUYER

Eco Upgrade	\$20
Washer/Dryer/Kitchen Refrigerator (\$20 savings)	\$120
Clothes Washer/Dryer	\$90
Kitchen Refrigerator	\$50
Additional Refrigeration (Up to 4 units)	\$35
Pool and/or Spa Equipment <small>(Includes Salt Water Pool/Spa Equipment. No additional charge if separate equipment.)</small>	\$180
Septic Tank Pumping	\$25
Septic Tank System	\$50
Well Pump	\$85

**One time service call fee per plan for termite treatment is \$200.

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



First American
Home Buyers Protection
Corporation®

Phone Orders: 800.444.9030 | Fax: 800.772.1151 | Service: 800.992.3400 | P.O. Box 10180, Van Nuys, CA 91410-0180 | Web: www.firstam.com/warranty

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