



*First American*  
*Home Warranty*<sup>SM</sup>

# FIRST AMERICAN HOME WARRANTY PLANS



## NEW FIRST CLASS PLUS UPGRADE OPTION

Increases limit to \$1,250 for code violations and modifications needed when repairing or replacing a covered system, and more



## NEW PLUMBING PLUS UPGRADE OPTION

Increases limit to \$1,500 for pipes encased in concrete, additional coverage for external pipes, and more



## DISCOUNTED TWO-YEAR PLANS

COVERAGE FOR UNKNOWN CONDITIONS which can include rust, corrosion, sediment, and problems resulting from lack of maintenance

RE-KEY SERVICE for buyers

BIG COVERAGE FOR HVAC No dollar limit on refrigerant replacement, covers mini-split ductless systems, 14 SEER and R-22 phaseout

MILITARY DISCOUNT \$25 off any Real Estate Home Warranty Plan

HVAC TUNE-UP OPTION

**firstamrealestate.com | 800.444.9030**

New Mexico/Oklahoma



# Home Warranty Overview

## It's so easy to use

Sign in at [firstamrealestate.com](https://firstamrealestate.com) or call 800.992.3400 any time a covered item fails, 24/7.

1

**What is a home warranty?** A home warranty is a renewable service contract offering protection for a home's major systems and appliances. First American offers protection to homebuyers, sellers, and current homeowners.

A home warranty can protect home sellers from costs and delays during the listing period as well as protect homebuyers from costly breakdowns after closing.

2

**Do I need a home warranty?** Home warranty coverage is the best way to protect your budget against expensive home system and appliance failures. A home warranty can also take the stress and hassle out of repairing or replacing home systems and appliances when they break down.

3

**What are the benefits?** With a First American home warranty, when a covered system or appliance fails, if we can't repair it, we'll replace it.\* We have a network of independent pre-screened service providers and technicians and we are committed to providing you with outstanding service and value.

4

**What's covered?** See page 8 for a sample contract of our product designed for homebuyers and sellers, showing coverage and options available. It is important to understand what is and isn't covered in your specific plan, as well as coverage limitations.

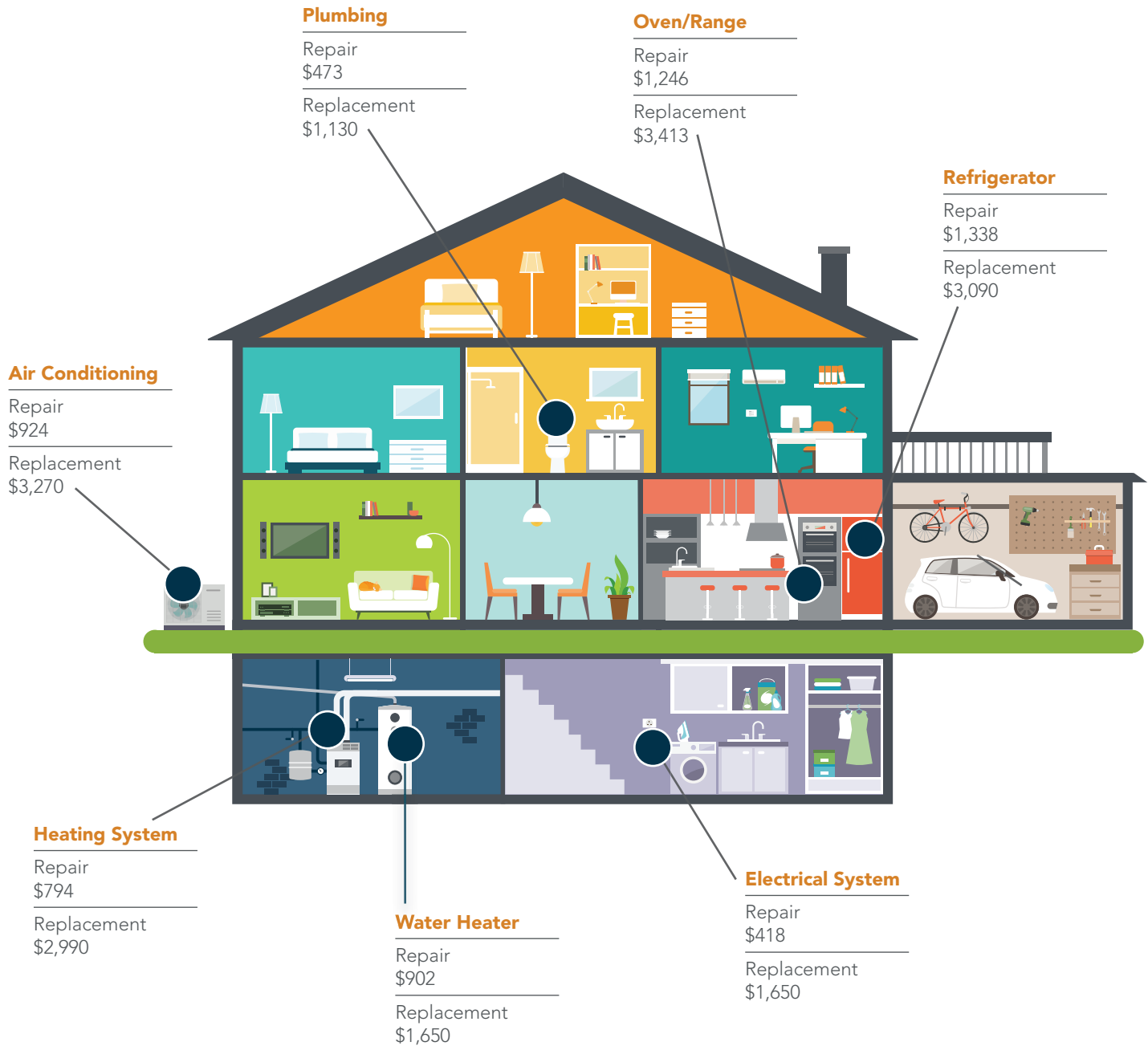
5

**Why choose First American?** First American is a leading provider of home warranties with the experience and strength of an industry leader. For over 35 years, First American has provided quality protection for homeowners across the nation, through more than 10 million home warranties.

\*In some instances, Homeowner and First American may agree to payment of cash in lieu of repair or replacement. Payment will be made based on First American's negotiated rates with its suppliers, which may be less than retail. Please review the sample contract for specific coverage, terms and limitations.

# Repair and replacement costs without a home warranty

If you don't have the protection of a First American home warranty, this is what home system and appliance breakdowns can cost:\*\*



\*\*Based on actual invoices paid by First American in 2019 prior to service fees, deductions and/or rebates; costs may vary in your geographic region. Items listed may be optional or not available on some plans; please review the sample contract for specific coverage, terms and limitations.

## If we can't repair it, we'll replace it

When your covered systems and appliances fail—if we can't repair them, we will replace them.\* Many of our customers place multiple calls each year and save hundreds to thousands of dollars in repair and replacement bills. Last year, nearly two-thirds of our customers filed at least one claim—and many filed more than one.



## Re-key Service

Homebuyers, start enjoying the benefits of your home warranty coverage on day one. You can use this one-time service to get up to six locks re-keyed and receive four copies of the new keys.

- Request re-key service at [firstamrealestate.com](http://firstamrealestate.com) or call 800.992.3400.
- We will send a locksmith to re-key your locks.

You can rest easy knowing your home is more secure. See page 10 for details.



## HVAC Tune-up

When you purchase our new HVAC Tune-up option, you can schedule pre-season tune-ups for your home heating and cooling systems. Regular maintenance helps these systems run efficiently to keep your heating and cooling costs down, and ensures they are in top shape before the heat of summer or cold of winter when you need them most. See page 11 for details.

Order this optional coverage and put reminders on your calendar:

1. Schedule your spring tune-up between February 1 and April 30.
2. Schedule your fall tune-up between September 1 and November 30.

# Homeownership Made Easy

First American Home Warranty now offers customers more value than ever. In addition to our comprehensive coverage for crucial home systems and appliances, customers can enjoy help with moving, home improvement, and home maintenance throughout their move and beyond.



## Porch Home Assistant

Your First American home warranty now comes with a Porch Home Assistant Gold membership and four \$25 coupons for handyman and moving services.\*

Whether you're selling or buying, homeownership can be exciting—and a lot of work. To help, the Porch Home Assistant Gold concierge service handles all the extra tasks that come with moving, such as lining up home improvement pros and services including:

- Home projects: TV mounting, furniture assembly, fixture installation, cleaning gutters, dryer vent cleaning.
- Securing your home.
- Moving services: Movers, change of address, switch utilities and TV/internet.

To get started visit [go.fahw.com/porch](http://go.fahw.com/porch) or call 855.481.7729.

\*Disclaimer: Limit one coupon per appointment. Coupons may not be combined with any other offers or discounts. Please notify Porch of your coupon during booking. Discount will be applied at the time your appointment is scheduled. Porch Services may not be available in all areas.

## Filterjoy

You now have a convenient, easy way to get new air filters delivered to your door through Filterjoy. Plus, your first order is free with the special trial offer\*\* for our customers!

Enjoy easy online ordering that remembers what filter size you need.

- You choose the delivery schedule.
- No long-term commitments. Pause, modify, or cancel anytime.
- Always-free shipping right to your doorstep.

Changing your filters regularly is a great way to keep your air healthy and can also help reduce your energy bills.

To get started visit [filterjoy.com/fahw](http://filterjoy.com/fahw).

\*\*This Trial Offer includes, at no charge to First American Home Warranty customers during the Filterjoy subscription signup, up to two (2), one-inch depth air filters. Customers can select any size and matched filtration rating available on Filterjoy's site. Customers who select an air filter quantity greater than two (2) during the initial sign-up period will be charged for each additional filter, as well as any applicable sales taxes on additional purchase(s).





# Sometimes You Need More Options

Our basic plan provides excellent coverage for your core home systems and appliances. Our upgrades and options allow you to customize your home warranty coverage to fit your needs.



## First Class Upgrade

Extend your protection for many covered systems by adding coverage for building permits, upgrades required by building codes, recapture and removal of refrigerant, and disposal of appliances, systems or components we replace. See page 10 for details.

## First Class Plus NEW

This great new addition to the First Class Upgrade provides an added allowance for correcting code violations and making modifications when repairing or replacing covered items. It also increases coverage for glycol and oil furnaces. See page 11 for details.

## Plumbing Plus NEW

Repairing leaks or breaks to water, drain, or gas plumbing can be expensive when the pipes are encased in concrete, or outside the home's foundation. Extend protection to cover these issues, as well as coverage for water heater expansion tanks, the installation of ground-level cleanouts, and clearing of stoppages caused by roots. See page 11 for details.

## HVAC Tune-up

Pre-season tune-ups for your home's heating and cooling systems are a breeze with this option. You can schedule tune-ups twice a year to help these systems run efficiently to keep your heating and cooling costs down. See page 11 for details.

## Two-Year Plan

Purchase two years of coverage and save on your second year!



# How the Home Warranty Service Process Works

A new home can be rewarding and it can also be challenging when an appliance or home system isn't working. With a home warranty from First American, you have an easy solution when a covered item breaks.

## 1. Request Service

You can request service online or by phone 24/7:

- Sign in at [firstamrealestate.com](http://firstamrealestate.com) to place your request online.
- Call 800.992.3400. Make sure we have your current email address so we can send you updates about your service request.

Service call fee is due at time of claim placement.

We'll assign a service provider, who will call you to schedule an appointment. If we have your email address we'll also email you the contractor's name and information.

## 2. Problem Diagnosis

- At the appointment, the technician will diagnose the problem, and if needed, report their findings to us.
- Once we confirm that the problem is covered by your contract, we will approve the repair, and the technician will proceed with fixing the problem.

## 3. Repair or Replacement

- If the problem can be fixed, often the technician will be able to repair the item that day.
- If your covered item cannot be repaired, we will replace it with an item with similar features, efficiency, and capacity.\*

## 4. If Parts Are Needed

If the contractor doesn't have parts that are needed to complete the repair, we'll do our best to get them as quickly as possible. Usually, parts are easy to acquire, however, sometimes there are delays in securing parts or equipment.

The contractor will set up an appointment to complete the repair once the parts have been secured. There is no additional service fee charge to complete the repair.

\*In some instances, you may be offered cash in lieu of repair or replacement. Payment will be made based on First American's negotiated rates with its suppliers, which may be less than retail. Repair or replacement of ice makers, ice crusher, beverage dispensers, and their respective equipment will only be completed when parts are available.

# Top Service Process FAQs

## 1. What is a service fee?

A fee that you will pay each time you place a new service request.

## 2. Is it safe to assume there are no costs other than the service fee when a covered item breaks down?

Unfortunately, no. A home warranty covers only items listed as covered and excludes all others. For instance, costs could arise for the homeowner from modifications or code upgrades when a system or appliance is replaced.

## 3. How quickly are claims handled?

The contractor typically receives the service request within four hours during regular business hours. Normally, the services will be initiated by the technician within 48 hours after the request is made. Simple repairs are usually made on the first visit. If items must be ordered an additional visit(s) may be needed to complete the repair or replacement.

## 4. What is an emergency repair and how are these claims handled?

First American considers it an emergency when the failure of a covered item renders the home uninhabitable; in these circumstances, First American will make all reasonable efforts to expedite emergency service.

## SHOULD YOU NEED SERVICE PLEASE READ THIS CONTRACT CAREFULLY and then place your claim at [fahw.com](http://fahw.com) or by calling (800) 992-3400.

Have your Contract number, make or model of covered Item and complete street address available. Service call fee is \$85 and due at the time of claim placement.

### 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 for coverages purchased that, by their description, are located outside of the foundation, including well pump, septic tank, sewage ejector pump, pressure regulator, air conditioning, pool/spa equipment or Plumbing Plus). 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. Unless specified otherwise, any dollar limit mentioned is in the aggregate. **First American Home Warranty Corporation (Company) will not reimburse you for services performed without prior 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 Seller's Coverage and Seller's Options (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 48 months.
  - Two-Year Coverage begins on Contract Effective Date and continues for 24 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 of your Home Warranty Summary page.**

### PLUMBING – Covered

- Pressure regulators
- Circulating hot water pump
- Bathtub 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 up to \$500.

### 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 and costs to locate, access or install a ground level cleanout.*

### 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.*

NOTE: Coverage for diagnosis, access, repair or replacement of any geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit is limited up to \$1,500.

### ELECTRICAL – Covered

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

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

NOTE: Company is only responsible for providing access for covered electrical repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish.



## KITCHEN APPLIANCES – Covered

(Limit up to \$3,500 per appliance)

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

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

## GARAGE DOOR OPENERS – Covered

- Switches
- Capacitor
- Motor
- Center rail assembly
- Receiver unit
- Carriage
- Push arm

*Not Covered: Remote transmitters, adjustments, doors, gates and gate motors, side rails, hinges and springs.*

## 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.*

# ADDITIONAL COVERAGE FOR BUYER AND OPTIONAL COVERAGE FOR SELLER

**NOTE FOR SELLER:** Heating, Central Air Conditioning and Ductwork coverage is optional for the Seller at an additional charge. If elected, Company will pay up to a combined maximum limit of \$1,500 during Seller's Coverage period for such coverage.

## HEATING – Covered

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

*Not Covered: Auxiliary space heaters, cable heat, humidifier/dehumidifier systems or accessories, filters (including electronic air cleaners), registers, fuel storage tanks, heat lamps, fireplaces and key valves, fireplace inserts, 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, stove style or wood heating units (even if only source of heating), system management or zone control systems (whether manual, electronic, computerized or pneumatic) and heat pump refrigerant recapture, reclaim and disposal.*

NOTE:

- Coverage for diagnosis, access, repair or replacement of any geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit or oil furnace is limited up to \$1,500.
- 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
- Mini-split ductless systems
- Built-in Electric Wall Units

*Not Covered: Humidifier/dehumidifier systems or accessories, 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, cooler pads, roof jacks or stands, system management or zone control systems (whether manual, electronic, computerized or pneumatic) and refrigerant recapture, reclaim and disposal.*

NOTE:

- Coverage for diagnosis, access, repair or replacement of any geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit is limited up to \$1,500.
- Company is only responsible for providing access for covered central air conditioning 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 up to \$500
- 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 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, improperly sized ductwork, insulation, dampers and ductwork where asbestos is present.*

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 up to \$500.

## ADDITIONAL COVERAGE FOR BUYER

The following coverage begins when payment is made at close of sale.

### RE-KEY SERVICE – Covered

- The Re-key Service is available one-time per contract and includes the re-key of up to 6 keyholes and 4 copies of the new keys. The current keys for the 6 keyholes must be available and operational at the time of service otherwise additional services will be required.

*Not Covered: Sliding doors; garage door openers, replacement of deadbolts, knobs or associated hardware; broken or damaged locks; padlocks; gate, window, file cabinet, safe, desk or mailbox locks; or any other services provided by the locksmith.*

NOTE: You will be responsible for payment directly to the locksmith for any additional services.

## OPTIONAL COVERAGE FOR BUYER AND SELLER

(See First Class Upgrade section for details.)

**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.

## 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.

### POOL/SPA EQUIPMENT – Covered if purchased

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

*Not Covered: All cleaning equipment, including pop up heads, turbo and actuator valves, pool sweeps, liners, lights, structural defects, solar equipment, inaccessible components, humidifier/dehumidifier systems or accessories, jets and respective parts and components, fuel storage tanks, fill valves, system management or zone control systems (whether manual, electronic, computerized or pneumatic), disposable filtration media, chlorinators, ozonators and other water chemistry control equipment and materials, auxiliary, negative edge, waterslide, waterfall, ornamental fountain and their pumping and motor systems or any other pump or motor that does not circulate water from the pool or spa directly into the main filtration system as its primary function, 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 up to \$1,500.

### KITCHEN REFRIGERATOR – Covered if purchased

(Limit up to \$3,500)

- All parts, except;

## POPULAR UPGRADE – GREAT VALUE

### FIRST CLASS UPGRADE – Covered if purchased

The following list is the additional coverage applied, when the First Class Upgrade is purchased. **Optional** coverage (**OPT**) must be purchased for the upgrade to apply to those items. Note: some items are not available (**NA**) for the seller.

#### Buyer Seller

- **OPT** **Air Conditioning:** Filters, registers, grills, window units.
- **OPT** **Heating:** Registers, grills, filters, heat lamps.
- **OPT** **HVAC Lifting Equipment:** Company will cover fees associated with the use of cranes or other lifting equipment required to service roof-top heating or air conditioning units.
- **OPT** **Ductwork:** Grills, registers.
- • **Garage Door Openers:** Hinges, springs, remote transmitters.
- • **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).

#### OPT NA

- **NA** **Clothes Washer and Dryer:** Knobs, dials.
- • **Dishwasher:** Racks, baskets, rollers, knobs, dials.
- • **Microwave Oven (built-in only):** Interior lining, door glass, clocks, racks, knobs.
- • **Oven/Range/Cooktop:** Rotisseries, racks, knobs, dials, interior lining.
- • **Trash Compactor:** Removable buckets, knobs.
- • **Building Permits:** 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.
- • **Recapture, Reclaim, Disposal:** 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.
- • **Improper Installations and Modifications:** Company will repair or replace a system or appliance (excluding ductwork) 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.

*Not Covered: Insulation, racks, shelves, drawers, tracks, 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: 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.

**ADDITIONAL REFRIGERATION** – Covered if purchased (Limit 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, drawers, tracks, 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 if purchased

- 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 if purchased (Limited to one well pump per home; Limit up to \$1,500)

- All parts of well pump utilized as a source of water to the home, except;

*Not Covered: Well casings, booster pumps, pumps used exclusively for irrigation, animals and non-living quarters, 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/SYSTEM** – Covered if purchased (Limit up to \$500 for tank system)

**Pumping**

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

**System**

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

*Not Covered: Septic tanks, seepage pits, leach lines, leach beds, cleanout, cesspool, 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.*

**PRE-SEASON HVAC TUNE-UP** – Covered if purchased

- One spring tune-up valid for service requests created on or between February 1 and April 30.

- One fall tune-up valid for service requests created on or between September 1 and November 30.

Contract holder is responsible for requesting service and will pay a service call fee for each pre-season tune-up service. Coverage is for one Air Conditioning or one Heating system during each tune-up period; each additional system will require an additional service call fee to be paid directly to the Contractor. If covered service beyond the tune-up is required, an additional service call fee is due. Pre-season tune-ups will be tested and checked for the following items:

**Air Conditioning:** Thermostat, temperature split, capacitors, contactors, amp draw on compressor, amp draw on blower motor, accessible condensate line, condenser fan blades, clean and tighten electrical connections, refrigerant levels, replace filter (owner supplied) and rinse condenser coil (water rinse only).

**Heating:** Thermostat, limit switches, safety switches, capacitors, amp draw on motor, heating operation, inspect pilot system/ignitor, check and clean burners (if accessible) and replace filter (owner supplied).

*Not Covered: Filters, cleaning of indoor/evaporative coil, clearing or unclogging condensate lines, geothermal systems, oil systems, hydronic or steam systems and ductless mini-split systems.*

**NEW UPGRADE**

**FIRST CLASS PLUS** – Covered if purchased

First Class Plus is only available with the purchase of First Class Upgrade. First Class Plus covers the following items and increases the basic plan limits to the combined maximum aggregates listed.

- Up to \$2,500 for diagnosis, access, repair or replacement of any oil furnace, geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit.
- Up to \$1,250 to correct code violations or make modifications when effecting approved repairs or replacements.

*Not Covered: Restoration of wall, ceiling or floor coverings, cabinets, countertops, tile, paint or the like.*

**NEW UPGRADE**

**PLUMBING PLUS** – Covered if purchased

Plumbing Plus covers the following items and increases the basic plan limits to the combined maximum aggregates listed.

- Water heater expansion tanks.
- Up to \$250 to install a ground level cleanout.
- Up to \$250 to clear stoppages caused by roots.

**Concrete Encasement**

- Coverage is for the diagnosis, access, repair or replacement of leaks in water, drain and gas lines located in or below a concrete slab and encased in or covered by concrete. Coverage increases the basic plan limit to a combined maximum aggregate of \$1,500.

**External Pipe Leaks**

- Coverage is for diagnosis, access, repair or replacement of leaks and breaks to external water, gas and drain lines located outside the foundation of the primary living quarters, including repair or replacement of main shut off valve. Coverage is limited up to \$1,000.

*Not Covered: Irrigation and sprinkler systems, pool/spa or fountain piping, utility owned shut off valves and landscape drain lines.*

## LIMITS OF LIABILITY

1. Common areas and facilities of mobile home parks and condominiums are not covered. 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 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. System management or zone control systems (whether manual, electronic, computerized or pneumatic) are not covered.
6. Company is not responsible for the following: any corrections, repairs, replacements, upgrades, inspections or other additional costs to comply with federal, state or local laws, utility regulations, zoning or building codes; paying any costs relating to permits, haul away fees, construction, carpentry or relocation of equipment; gaining or closing access to Items except where noted in this Contract; and, 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. Multiple unit plans include independent coverage limits for each unit except for pool/spa and septic systems. Two year plans' aggregate coverage limits reset every 12 months. 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 may install a smaller capacity unit, including but not limited to water heaters and furnaces, if the projected output of the replacement unit is similar to, or greater than, the replaced existing unit. Company reserves the right to replace with a rebuilt component or part or repair systems and appliances with non-original manufacturer's parts.
10. Company may obtain a second opinion.
11. 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. 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.
14. 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.

## 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 Contractor 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; additional efforts are made in emergency situations. 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 \$85 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.
3. Sometimes Company may not be able to locate a contractor to service your claim and may request that you contact an independent licensed contractor. Covered repairs or replacements will be authorized if the work can be completed at an agreed upon rate. If your contractor does not bill Company directly you will be reimbursed the authorized amount upon receipt of a paid invoice.
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 must submit the name of the new owner by phoning (800) 444-9030 to transfer coverage.

## CANCELLATION

Obligations of this Contract are backed by the full faith and credit of the Contract Provider, First American Home Warranty Corporation (Company), and are not guaranteed by a service contract reimbursement insurance policy. Unless allowed by law, this Contract is noncancelable other than by mutual agreement of the Contract holder and Company. Contract holder's request for cancellation must be in writing and can be submitted to [cancellationsupport@firstam.com](mailto:cancellationsupport@firstam.com). 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.

**Oklahoma Residents Only:**

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.

**New Mexico Residents Only:**

If this Contract is returned for cancellation within 30 days of the time this Contract is mailed or within 20 days of delivery to the Contract holder and no claim has been made, this Contract is deemed void and the Contract holder shall be entitled to a refund of the full purchase price. The right to void this Contract is not transferable and shall apply only to the original Contract purchaser and only if no claim has been made prior to its return to Company.

If a claim has been made or if this Contract is cancelled at any other time, 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. If Company cancels this Contract, Company shall use the last known address on record to send by first-class mail a written notice to the Contract holder at least 30 days prior to the cancellation that states the effective date and reason for cancellation. In such case, the Contract holder shall be entitled to a pro rata refund and will not be charged a cancellation fee. Any refund due to the Contract holder shall be paid or credited within 30 days after this Contract is returned to Company. A 10% penalty of the purchase price shall be added per month to a refund not paid or credited every 30 days thereafter.

**YOUR DUTIES**

You are responsible for the following: (i) Protecting appliances/systems; (ii) Reporting claims promptly; (iii) Installing and maintaining appliances/systems following manufacturer's specifications and (iv) Maintenance if the Contractor determines it is required to achieve manufacturer results of systems and appliances.

**MISCELLANEOUS**

**Oklahoma Residents Only:**

Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

**RESOLUTION OF DISPUTES**

**This provision constitutes an agreement to arbitrate disputes on an individual basis. Any party may bring an individual action in small claims court instead of pursuing arbitration.**

All disputes and claims arising out of or relating to the 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. **As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court and remains in that court.**

**Any 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 affecting anyone other than the individual claimant.** If a court decides that any of the provisions of this paragraph are invalid or unenforceable as to a particular claim or request for a particular remedy (such as a request for public injunctive relief), then that claim or request for that remedy must be brought in court and all other claims and requests for remedies must be arbitrated in accordance with this agreement.

The arbitration is governed by the Consumer Arbitration Rules (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.

**AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings of the Parties. No modifications to this Agreement are effective unless in writing and signed by both Parties.

NMOK 03/21 Ver. \$.B/%#.B/!#.B

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**

<b>DIAGNOSIS, ACCESS, REPAIR AND/OR REPLACEMENT LIMITS</b>	
Steam, Heated Water or Glycol Heating.....	\$1,500
Per Appliance .....	\$3,500
Additional Refrigeration (up to 4 units) .....	\$1,000
Salt Water Pool/Spa Equipment.....	\$1,500
Seller's Heating, Central Air Conditioning and Ductwork .....	\$1,500
Well Pump.....	\$1,500
Septic Tank System .....	\$500
Concrete Encased Items .....	\$500
Toilet Replacement Under Upgrade (per occurrence).....	\$300
Code Violations Under Upgrade.....	\$250
Permits Under Upgrade (per occurrence) .....	\$250
All coverage limits are in the aggregate unless otherwise specified. Limits may change if optional upgrade coverages are purchased.	

# New Mexico/Oklahoma Coverage and Options

**\$85 Service Call Fee**

**Basic Plan**

**Eagle Premier**

Property Type – under 5,000 sq. ft.		Buyer	Seller	Buyer
<b>Single-Family Home</b>		\$435		\$610
<b>Condo/Townhouse/Mobile Home</b>		\$385		\$535
Systems and Appliances		Buyer	Seller	Buyer
SYSTEMS	Heating	•	(optional)	•
	Ductwork	•	(optional)	•
	Central Air Conditioning	•	(optional)	•
	Electrical Systems	•	•	•
	Garage Door Openers	•	•	•
	Attic, Ceiling and Exhaust Fans	•	•	•
	Central Vacuum System	•	•	•
PLUMBING	Plumbing System <i>includes polybutylene piping</i>	•	•	•
	Plumbing Stoppages	•	•	•
	Toilet Tanks and Bowls	•	•	•
	Water Heater	•	•	•
	Circulating Pump	•	•	•
	Sump Pump	•	•	•
	Pressure Regulators	•	•	•
APPLIANCES	Built-In Microwave	•	•	•
	Dishwasher	•	•	•
	Oven/Range/Cooktop	•	•	•
	Garbage Disposal	•	•	•
	Instant Hot Water Dispenser	•	•	•
	Trash Compactor	•	•	•
Re-Key Service	•	N/A	•	
Heating, Central Air Conditioning and Ductwork		(included)	\$70	•
Kitchen Refrigerator		\$50	N/A	•
Clothes Washer and Dryer		\$85	N/A	•
Washer/Dryer/Kitchen Refrigerator		\$120	N/A	(included)
Additional Refrigeration (up to 4 units)		\$50	N/A	\$50
Pool and/or Spa Equipment		\$200	N/A	\$200
Pre-Season HVAC Tune-up		\$25	N/A	\$25
OPTIONS	Septic Tank Pumping/System <i>includes grinder pump</i>	\$75	N/A	\$75
	Well Pump	\$85	N/A	\$85
UPGRADES	First Class Upgrade (see page 10)	\$99		•
	First Class Plus (see page 11) <b>NEW</b>	\$100	N/A	\$100
	Plumbing Plus (see page 11) <b>NEW</b>	\$100	N/A	\$100



## Select Coverage

\$85 Service Call Fee – Prices listed are for homes under 5,000 sq. ft.

Buyer's Coverage	Basic Plan		Eagle Premier	
	1 Year	2 Year	1 Year	2 Year
Single-Family Home	<input type="checkbox"/> \$435	<input type="checkbox"/> \$805	<input type="checkbox"/> \$610	<input type="checkbox"/> \$1,130
Condominium/Townhome/Mobile Home	<input type="checkbox"/> \$385	<input type="checkbox"/> \$710	<input type="checkbox"/> \$535	<input type="checkbox"/> \$990

See following page for Multi-unit and New Construction pricing.

Buy two years now and save!

## Select Options and Upgrades

Seller's basic and optional coverage requires the purchase of buyer's coverage. Seller's listing coverage maximum 180 days.

### For Seller

Heating, Central Air Conditioning and Ductwork	<input type="checkbox"/> \$70
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### For Buyer and/or Seller

	1 Year	2 Year
First Class Upgrade for Basic Plan	<input type="checkbox"/> \$99	<input type="checkbox"/> \$200

### For Buyer Buyer's optional coverage is available when basic buyer's coverage is selected.

	1 Year	2 Year
Kitchen Refrigerator	<input type="checkbox"/> \$50	<input type="checkbox"/> \$100
Clothes Washer and Dryer	<input type="checkbox"/> \$85	<input type="checkbox"/> \$170
Washer/Dryer/Kitchen Refrigerator	<input type="checkbox"/> \$120	<input type="checkbox"/> \$240
Additional Refrigeration (up to 4 units)	<input type="checkbox"/> \$50	<input type="checkbox"/> \$100
Pool and/or Spa Equipment	<input type="checkbox"/> \$200	<input type="checkbox"/> \$400
Pre-Season HVAC Tune-up	<input type="checkbox"/> \$25	<input type="checkbox"/> \$50
Septic Tank Pumping/System	<input type="checkbox"/> \$75	<input type="checkbox"/> \$150
Well Pump	<input type="checkbox"/> \$85	<input type="checkbox"/> \$170
First Class Upgrade (included with Eagle Premier)	<input type="checkbox"/> \$99	<input type="checkbox"/> \$200
First Class Plus (only available with purchase of First Class Upgrade)	<input type="checkbox"/> \$100	<input type="checkbox"/> \$200
Plumbing Plus	<input type="checkbox"/> \$100	<input type="checkbox"/> \$200

## Totals

Home Warranty Plan \$ \_\_\_\_\_ + Optional Coverage \$ \_\_\_\_\_ = Total \$ \_\_\_\_\_



## Basic Coverage Pricing for Multiple Units or New Construction

### Multiple Units

Buyer's coverage only. To order visit [firstamrealestate.com](http://firstamrealestate.com) or call 800.444.9030. Not available for New Construction.

### Duplex

\$610

### Triplex

\$915

### Fourplex

\$1,220

### New Construction

Buyer's coverage only. To order coverage or get quote for option pricing, please call 800.444.9030. Covers years 2-5.

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

\$655

## Address to Be Covered

Street Address \_\_\_\_\_ Unit # \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

## Buyer Information

BUYER'S Name \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

## Seller Information

SELLER'S Name \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

## Real Estate Company

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

Office Phone \_\_\_\_\_

Referring Agent \_\_\_\_\_

Representing  Buyer  Seller Email \_\_\_\_\_

OTHER BROKER NAME \_\_\_\_\_

Office Phone \_\_\_\_\_

Agent \_\_\_\_\_

Representing  Buyer  Seller Email \_\_\_\_\_

## Closing Company

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

Closing Officer's Name \_\_\_\_\_

Office Phone \_\_\_\_\_ Email \_\_\_\_\_

Estimated Close Date \_\_\_\_\_

File # \_\_\_\_\_

## Acceptance or Waiver

I **ACCEPT** the home warranty coverage and options I have selected.

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 Warranty. Member of the NATIONAL HOME SERVICE CONTRACT ASSOCIATION.

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

## Next Steps:

### Homebuyers and Sellers

Choose your plan and options on page 15 and ask your real estate professional to order your coverage.

Need to request service?

**web: [firstamrealestate.com](http://firstamrealestate.com)**  
**phone: 800.992.3400**

### Real Estate Professionals

Sign in to your account to order online, or order by phone or fax:

**web: [firstamrealestate.com](http://firstamrealestate.com)**  
**phone: 800.444.9030**  
**fax: 800.772.1151**