

Includes 13 SEER
A/C Coverage

Low Base
Price Only
\$399
Includes
Washer/Dryer &
Refrigerator

FIRST AMERICAN HOME BUYERS PROTECTION Home Warranty Application



East Pennsylvania Sample Contract



*First American
Home Buyers Protection
Corporation*

FIRST AMERICAN HOME WARRANTY APPLICATION

COVERED ITEMS	FOR BUYER	FOR SELLER
Heating	✓	*
Central Air Conditioning (electric)	✓	*
Ductwork	✓	*
Plumbing Stoppages	✓	✓
Whirlpool Bath Motor & Pump Assemblies	✓	✓
Electrical System	✓	✓
Oven/Range/Cooktop	✓	✓
Trash Compactor	✓	✓
Plumbing	✓	✓
Telephone Wiring	✓	✓
Built-In Microwave	✓	✓
Dishwasher	✓	✓
Instant Hot Water Dispenser	✓	✓
Garbage Disposal	✓	✓
Circulating Hot Water Pump	✓	✓
Water Heater	✓	✓
Toilet Tanks and Bowls	✓	✓
Sump Pumps	✓	✓
Attic and Exhaust Fans	✓	✓
Garage Door Openers	✓	✓
Clothes Washer/Dryer	✓	N/A
Kitchen Refrigerator	✓	N/A

✓ Included in basic coverage for applicable premium
 * Optional coverage for additional charge

Please Mark Desired Coverage Below

ONE YEAR BUYER'S/SELLER'S COVERAGE \$399 _____
(Seller's Coverage: Maximum 180 days)

OPTIONAL SELLER'S COVERAGE

HEATING, AIR CONDITIONING AND DUCTWORK COVERAGE ** \$ 60 _____
**May only be purchased when basic buyer's/seller's coverage is accepted. (Maximum 180 days)

OPTIONAL COVERAGE FOR HOME BUYERS ONLY

- *First Class Upgrade* \$50 _____
 - Pool/Spa Equipment \$160 _____
(No additional charge if separate equipment)
 - Well Pump \$ 85 _____
 - Septic Tank Pumping \$ 25 _____
- TOTAL COST** \$ _____

CALL FOR QUOTE

- Homes over 5,000 square feet
- Guest Houses

MULTIPLE UNITS**

Duplex	\$565
Triplex	\$685
Fourplex	\$805

** Buyer's coverage only

SERVICE FEE PER TRADE CALL IS \$55

CONFIRMATION #: _____

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

- 1. Residential Property To Be Covered: Single family residence under 5,000 square ft. Call for quote on homes over 5,000 sq. ft. or multiple units.**

_____ / _____
 Street Address Unit #

_____ / _____ / _____
 City State Zip

- 2. Real Estate Information^{††}**

_____ / _____
 Company Name Agent

_____ / _____
 Phone # Agent

- 3. Other Broker Information (if available)**

_____ / _____
 Company Name Agent

_____ / _____
 Phone # Agent

- 4. Closing Information**

_____ / _____ / _____
 Company Name Est. Close Date File #

- 5. Buyer's Name**

_____ / _____
 (type or print name) Phone #

- 6. Seller's Name**

_____ / _____
 (type or print name) Phone #

^{††}The plan fee is to be paid at closing and includes the full amount of fees due and payable to First American Home Buyer's Protection Corporation for plan administration and provision of service, as well as optional reimbursement to the above named real estate company based on a good faith estimate of the value of its services and expenses incurred in promoting, selling, processing and advertising the plan.

I DESIRE:

- The home warranty coverage and options I have marked on the left panel.**
- 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: _____

PHONE ORDERS: (800) 444-9030 • FAX ORDERS: (800) 772-1151

WEB ORDERS: www.firstam.com/warranty

Mail to: P.O. Box 10180, Van Nuys, CA 91410-0180

SERVICE REQUESTS AND COVERAGE

SHOULD YOU NEED SERVICE

PLEASE READ YOUR COVERAGE CAREFULLY

and then telephone our Service Department at (800) 992-3400.

It is helpful to have your contract number, make and/or model of covered item, and complete street address available. You will pay the \$55 service call fee when the technician arrives at your home.

IMPORTANT

This contract covers only the items mentioned as covered and excludes all others. Items must be in good safe working order at the start of coverage. Items must be located within the perimeter of the main foundation of the home or garage (except Well Pump, Septic Tank Pumping, Air Conditioning and Pool/Spa Equipment). Coverage is only provided for malfunctions which occur and are reported to First American Home Buyers Protection (Company) during the term of this contract. You must call us for service prior to the expiration of this contract. **The Company will not reimburse you for services performed without approval.**

TIMING OF COVERAGE

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

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

Payment is due at close and must be received by Company within 20 working days.

Offer for future coverage is at the sole option of the Company.

BASIC CONTRACT COVERAGE

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

■ PLUMBING

- Leaks and breaks of water, drain, gas, vent or sewer lines.
- Valves: shower, tub, diverter, angle stop and gate valves.
- Toilet tanks, bowls and mechanisms (replaced with white builders standard as necessary).
- Circulating hot water pump.
- Permanently installed sump pumps within perimeter of main foundation or garage (ground water only).
- Whirlpool bath motor and pump assemblies.

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

Note: Coverage for diagnosis, access, repair or replacement of items located in or below a concrete slab, and items encased in or covered by concrete is limited under this contract to a maximum of \$500 in the aggregate.

■ PLUMBING STOPPAGES

- Clearing of stoppages in drain, vent and sewer lines to 125 feet of point of access where accessible ground level cleanout is existing, except;

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

■ WATER HEATER

- Gas, electric or oil • Gas valve • Tank leaks
- Drain valve • Control thermostat and thermocouple
- Heating elements • Temperature and pressure relief valve

Not Covered: *Failures caused by sediment, holding or storage tanks, solar equipment, fuel storage tanks, flues and vents.*

■ ELECTRICAL

- Wiring • Plugs • Panels and sub-panels

- Junction boxes • Conduit • Switches and fuses
- Circuit breakers (including ground fault)
- Telephone wiring

Not Covered: *Door bells, intercom, fixtures, alarms, inadequate wiring capacity, sensor, relay, low voltage, timed circuits, phone jacks, wiring which is the property of the phone company.*

Note: 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.

■ KITCHEN APPLIANCES

- Oven/Range/Cooktop: All parts and components, except;

Not Covered: *Knobs, dials, racks, rotisserie, door glass, lights, handles, interior lining, magnetic induction units and meat probe assemblies.*

- Dishwasher: All parts and components, except;

Not Covered: *Racks, rollers and baskets.*

- Garbage Disposal: All parts and components.

- Microwave Oven (Built-in only): All parts and components, except;

Not Covered: *Knobs, racks, rotisserie, removable trays, door glass, clocks, shelves, lights, interior lining, handles and meat probe assemblies.*

- Trash Compactor: All parts and components, except;

Not Covered: *Lock/key assemblies, knobs and removable buckets.*

- Instant Hot Water Dispenser: All parts and components.

■ GARAGE DOOR OPENERS

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

Not Covered: *Doors, hinges, springs, remote transmitters, adjustments, units not meeting current safety standards.*

■ ATTIC AND EXHAUST FANS

- All parts and components.

ADDITIONAL COVERAGE FOR THE BUYER AND OPTIONAL COVERAGE FOR THE SELLER

NOTE FOR SELLER: If this option is elected, the following items are subject under this contract to a maximum of \$1,500 in the aggregate during the seller's coverage period.

■ HEATING

- Radiators
- Heating elements
- Heat exchangers
- Gas, electrical, oil furnaces
- Switches, wiring and relays
- Hydronic circulating pumps
- Thermostats and thermostat sub-base
- Gas valve
- Baseboard convectors
- Vent blower assembly
- Burners
- Printed circuit boards
- Motors
- Heat pumps

Not Covered: *Auxiliary space heaters, filters (including electronic air cleaners), registers, fuel storage tanks, heat lamps, fireplaces and key valves, humidifiers, baseboard casings and grills, chimneys, flues and vents, outside or underground components and piping for geo-thermal and/or water source heat pumps, well pumps and well pump components for geo-thermal and/or water source heat pumps, cable heat (in ceiling) and wood stoves even if main source of heat to home.*

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.
- 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.

■ DUCTWORK

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

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

■ CENTRAL AIR CONDITIONING (DUCTED)

- Refrigeration System (includes heat pump)
 - Condensing unit
 - Freon lines
 - Liquid and suction line dryers
 - Fuses, breakers, disconnect boxes and wiring
 - Valves (including thermostatic expansion valves)
- Thermostats
- Compressor
- Motors
- Coils

COVERAGE AND LIMITS OF LIABILITY

Air handling unit

- Evaporative Cooler
 - Pump Casing Motor
 - Belts and pulleys Float-assembly
- Built-In Electric Wall Units

Not Covered: Condenser casings, registers, grills, filters (including electronic air cleaner), gas air conditioners, window units, underground or outside piping and components for geo-thermal and/or water source heat pumps, humidifiers, cooler pads, roof jacks or stands.

Note: If the Company determines that the air conditioning unit must be replaced, the Company will replace the unit with a unit that meets current federal, state and/or local government efficiency standards and replace any covered component, as well as the plenum, indoor electrical, air handling transition, and duct connections necessary to maintain compatibility with the replacement unit, including the installation of thermostatic valves.

ADDITIONAL COVERAGE FOR BUYER

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

■ CLOTHES WASHER AND DRYER

- All parts and components, except;

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

■ KITCHEN REFRIGERATOR

- All parts and components, except;

Not Covered: Insulation, racks, shelves, handles, lights, ice makers, ice crushers, beverage dispensers and their respective equipment, interior thermal shells, food spoilage, refrigerator freezers which require an additional compressor to function, stand alone freezers and refrigerators located outside kitchen area.

OPTIONAL COVERAGE FOR BUYER

The buyer is covered for the following items when additional payment is made at closing.

■ *First Class Upgrade*

The following items that are not covered without the First Class Upgrade Option are covered when this option is ordered and paid for.

- Plumbing: Faucets (replaced with chrome builders standard), shower head and shower arm, hose bibbs, toilets (replaced with like quality up to \$300 per occurrence).
- Heating: Registers, grills, filters, heat lamps.
- Microwave Oven (Built-in only): Interior lining, door glass, clocks, shelves.
- Trash Compactor: Removable buckets.
- Air Conditioning: Filters, registers, grills, window units.
- Smoke Detector: Both battery operated and hardwired.
- Oven/Range/Cooktop: Rotisseries, racks, handles, knobs, dials, interior lining.
- Dishwasher: Racks, baskets, rollers.
- Water Heater: Failures caused by sediment.
- Garage Door Openers: Hinges, springs, remote transmitter.
- Where local building permits are required prior to commencing replacement of appliances, systems, or components, the Company will pay up to \$250 in the aggregate under this contract for such local building permits. The Company will not be responsible for replacement service when permits cannot be obtained.
- The Company will pay costs related to the disposal of freon (if freon disposal is required) and the removal of an appliance, system, or component when the Company is replacing a covered appliance, system, or component.

■ POOL/SPA EQUIPMENT

- Heating unit • Filter • Pump • Valves
- Pump motors • Timer • Bearings
- Seals and gaskets
- Impellers, switches and relays
- Pool sweep motor and pump
- 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, fuel storage tanks, disposable filtration mediums, chlorinators, ozonators and other water chemistry control equipment and materials.

■ WELL PUMP (Limited to one well pump per home.)

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

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

■ SEPTIC TANK PUMPING

Coverage valid only if a septic tank certification was completed within 120 days prior to start of coverage. A copy of the certification may be required prior to completion of the work.

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

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, chemical treatment of the septic tank and/or sewer lines.

Note: Septic Tank Pumping Option is not renewable.

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. The Company's liability is limited to failure of systems due to normal wear and tear. Cosmetic defects are not covered.
4. The Company is not liable for consequential or secondary damage.
5. Solar systems and components including holding tanks are not covered. Electronic or computerized system management controllers are not covered.
6. The Company will not be responsible for any corrections, repairs, replacements, upgrades, inspections or other additional costs to comply with federal, state or local laws, utility regulations, zoning or building codes. **The Company will not be responsible to pay any costs relating to permits, haul away fees, construction, carpentry, relocation of equipment. The Company will not be responsible for alterations or modifications made necessary by existing equipment or installing different equipment except where noted in the Central Air Conditioning (Ducted) section of this contract.** The Company will not alter structure to effect repair or replacement, nor refinish or replace cabinets, countertops, tile or flooring.
7. The Company will not effect service involving hazardous or toxic materials, including asbestos or any other contaminants. The Company is not responsible for any claim arising out of any pathogenic organisms regardless of any event of cause that contributed in any sequence to damage or injury. A pathogenic organism means any bacteria, yeasts, mildew, virus, fungi, mold, or their spores, mycotoxins or other metabolic products.
8. This contract covers only single family residential-use property, under 5,000 square feet, unless amended by the Company. Homes over 5,000 square feet, multiple units, mother-in-law units, guest houses, and other structures are covered if the appropriate fee is paid. This coverage is for owned or rented residential property, not for commercial property or residences being used as businesses, including but not limited to, nursing/care homes, fraternity/sorority houses or day care centers.
9. The Company will determine whether a covered system or appliance will be repaired or replaced. When replacing any appliance, the Company will not consider any failures that do not contribute to the appliance's primary function including, without limitation, TVs or radios in the kitchen refrigerator. The Company will replace with equipment of similar features, efficiency, and capacity but is not responsible for matching brand, dimensions, or color. The Company reserves the right to have a component or part rebuilt or to replace with a rebuilt component or part.
10. The Company reserves the right to require a second opinion at no additional charge to the customer.
11. The Company is not responsible for repairs arising from manufacturer's recall of covered items, manufacturer's defects, or for items covered under an existing manufacturer's, distributor's or in-home warranty. The Company is not responsible for repair or replacement of systems and appliances classified by the manufacturer as commercial.

CUSTOMER SERVICE, TRANSFER OF ACCOUNT & CANCELLATION

12. The Company is not responsible for repair or replacement of any system or appliance or component or part thereof that has previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer, and for which either entity has issued, or issues a warning or recall, or when a failure is caused by manufacturer's improper design, use of improper materials, formula, manufacturing process or manufacturing defect.
13. The Company will not effect repairs or replacements associated with the performance of routine maintenance, including the failure to clean or maintain as specified by the manufacturer of the equipment. The Company will not effect repairs due to conditions caused by chemical or sedimentary build-up.
14. Problems caused by rust or corrosion during listing coverage and the first 30 days of buyer's coverage are excluded.

CUSTOMER SERVICE

1. Telephone service is available at all times. Call us to describe the problem. When your coverage is confirmed First American will dispatch your call to a qualified contractor. The contractor will call you to schedule a mutually convenient appointment time. Additional efforts are made in emergency situations. If you should request the Company to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees, including overtime charges.
2. The customer pays the \$55 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. The Company warrants its work for 30 days. If the item fails outside this time period, an additional service fee will be charged. Failure to pay the service call fee may delay future claims.
3. Homeowner and Company may agree on payment of cash in lieu of repair or replacement. Payment will be made based on Company's negotiated rates with its suppliers, which may be less than retail.
4. Sometimes there are problems and delays in securing parts or equipment. When the items are secured, they will be installed promptly without any further service charge.
5. At times it is necessary to open walls, ceilings or floors to make repairs. We will close the opening, at our cost, and return it to rough finish.

TRANSFER OF CONTRACT

If your covered property is sold during the term of this contract, you must notify First American of the change in ownership and must submit the name of the new owner by phoning 1-800-992-3400 in order to transfer coverage to the new owner.

CANCELLATION

A home service contract is noncancellable during the initial term for which it was issued, except for any of the following reasons, (i) Nonpayment of contract fees; (ii) The subscriber's fraud or misrepresentations of facts material to the issuance of the contract; (iii) The contract provides coverage prior to the time that an interest in residential property to which it attaches is sold and the sale of the residential property does not occur. If this contract is cancelled by mutual consent of the contract holder and First American Home Buyer's Protection, the provider of funds shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less an administrative fee and all service costs incurred by the Company. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notices of cancellation form for an explanation of this right.

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Corporation

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