

SHOULD YOU NEED SERVICE

PLEASE READ THIS SERVICE CONTRACT (Contract) CAREFULLY and then place your claim at fahw.com or by calling (800) 992-3400.

This is a Contract for repair or replacement of expressly identified appliances, home systems, parts, components or equipment (collectively, Item(s)). Have your Contract number, make or model of covered Item and complete street address available. Service call fee is disclosed on your Home Warranty Summary page that precedes this Contract and is due at the time of claim placement. In some cases, you may be offered a remote service visit.

IMPORTANT

This Contract covers only the Items expressly identified in this Contract and excludes all others (although only by way of example does Contract offer exclusions; which are not exhaustive). 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. "Service Provider(s)" means all trade businesses who signed a written contract with First American Home Warranty Corporation (Company) (obligor). **Company will not reimburse you for services performed without prior approval. Company has the sole right to choose a Service Provider.**

COVERAGE TIME AND RENEWAL

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

- Contract Effective Date is located on your Home Warranty Summary page. Coverage begins on Contract Effective Date and continues for 12 months.
- Auto Renewals:
 - If the monthly payment option is selected, you will be automatically renewed for an additional annual period of coverage, unless you notify Company in writing 30 days prior to the expiration of this Contract, or, pursuant to state law. Your first payment for the next Contract is deemed authorization for an additional 12 month Contract.
- Offer for future coverage is at Company's sole discretion. You will be notified of rates and terms for continuation of coverage.

COVERAGE DETAILS

It is important to review Limits of Liability as well as the Options Ordered section of your Home Warranty Summary page.

NOTES FOR STARTER, ESSENTIAL AND PREMIUM PLANS:

For each trade below, Company offers three plans, with each successive plan covering more than the first, unless stated otherwise. The plans in order of least coverage to most are: STARTER, ESSENTIAL and PREMIUM. Unless specified otherwise, any dollar limits mentioned is in the aggregate.

- Company is only responsible for providing access for covered plumbing, air conditioning, ductwork and electrical repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish (Rough Finish Only).
- Coverage for diagnosis, access, repair or replacement of Items located in or under concrete has limits up to \$500 for Essential Plan and \$1,000 for Premium Plan (Concrete Limit)

PLUMBING

STARTER PLAN COVERAGE ITEMS

- ✓ Pressure regulators
- ✓ Garbage disposal: all parts
- ✓ 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, INSTANT HOT WATER DISPENSER, FLOW RESTRICTIONS IN FRESH WATER LINES, WATER CONDITIONING EQUIPMENT, SEWAGE EJECTORS, SAUNAS OR STEAM ROOMS, WHIRLPOOL JETS, FIRE SUPPRESSION SYSTEMS AND ITEMS LOCATED IN OR UNDER CONCRETE.

NOTE: ROUGH FINISH ONLY.

ESSENTIAL PLAN COVERAGE ITEMS

- ✓ Includes Starter Plan Items
- ✓ Concrete Limit - \$500

PREMIUM PLAN COVERAGE ITEMS

- ✓ Includes Essential Plan Items
- ✓ Hose bibbs
- ✓ Shower head and shower arm
- ✓ Instant hot water dispenser: all parts
- ✓ Faucets (chrome builder's standard used when replacement is required)
- ✓ Toilet tanks, bowls and mechanisms will be replaced with like quality up to \$600 per occurrence
- ✓ Concrete Limit adds \$500 to Essential Plan limit for total of \$1,000

PLUMBING STOPPAGES

STARTER AND ESSENTIAL PLAN COVERAGE ITEMS

- ✓ 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.

PREMIUM PLAN COVERAGE ITEMS

- ✓ Includes Starter and Essential Plan Items
- ✓ Up to \$250 to install a ground level cleanout

HEATING

STARTER PLAN COVERAGE ITEMS

- | | |
|------------------------------|---------------------------------|
| ✓ Heat pump | ✓ Radiators |
| ✓ Heating elements | ✓ Gas valves to furnace |
| ✓ Baseboard convectors | ✓ Gas, electrical, oil furnaces |
| ✓ Hydronic circulating pumps | ✓ Thermostats (including base) |

NOT COVERED: AUXILIARY SPACE HEATERS, CABLE HEAT, MINI-SPLIT DUCTLESS SYSTEMS (INCLUDING HEAT PUMP VERSIONS), 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.**
- ◆ **COMPANY PAYS \$20 PER POUND FOR REFRIGERANT RECHARGING AND YOU PAY ANY ADDITIONAL COST UP TO A MAXIMUM OF \$250 PER COVERED UNIT AND FAILURE.**

ESSENTIAL PLAN COVERAGE ITEMS

- ✓ Includes Starter Plan Items
- ✓ Mini-split ductless systems

PREMIUM PLAN COVERAGE ITEMS

- ✓ Includes Essential Plan Items
- ✓ Grills
- ✓ Filters
- ✓ Registers
- ✓ All costs related to refrigerant recharging for covered units and failures

CENTRAL AIR CONDITIONING

STARTER PLAN COVERAGE ITEMS

Not covered. Available as a stand-alone option.

If purchased as a stand-alone option, all coverage details under ESSENTIAL PLAN COVERAGE ITEMS apply with the exception of the following change:

- ◆ **NOT COVERED: MINI-SPLIT DUCTLESS SYSTEMS (INCLUDING HEAT PUMP VERSIONS) AND ITEMS LOCATED IN OR UNDER CONCRETE.**

ESSENTIAL PLAN COVERAGE ITEMS

- ✓ Refrigeration system (includes heat pump)
 - Thermostats
 - Refrigerant lines
 - Liquid and suction line dryers
 - Fuses, breakers, disconnect boxes and wiring
 - Evaporator coils (including thermostatic expansion valves)
- Condensing unit
- Air handling unit
- ✓ Evaporative cooler
- ✓ Built-in electric wall units
- ✓ Mini-split ductless systems

NOT COVERED: HUMIDIFIER/DEHUMIDIFIER SYSTEMS OR ACCESSORIES, REGISTERS, GRILLS, FILTERS (INCLUDING ELECTRONIC AIR CLEANERS), GAS AIR CONDITIONERS, WINE ROOM COOLING UNITS, 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.
- ◆ ROUGH FINISH ONLY
- ◆ CONCRETE LIMIT - \$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.
- ◆ COMPANY PAYS \$20 PER POUND FOR REFRIGERANT RECHARGING AND YOU PAY ANY ADDITIONAL COST UP TO A MAXIMUM OF \$250 PER COVERED UNIT AND FAILURE.

PREMIUM PLAN COVERAGE ITEMS

- ✓ Includes Essential Plan Items
- ✓ Grills
- ✓ Filters
- ✓ Registers
- ✓ Window units
- ✓ Concrete Limit adds \$500 to Essential Plan limit for total of \$1,000
- ✓ All costs related to refrigerant recharging for covered units and failures

DUCTWORK

STARTER PLAN COVERAGE ITEMS

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

NOT COVERED: GRILLS AND REGISTERS, IMPROPERLY SIZED DUCTWORK, INSULATION, DAMPERS, COLLAPSED OR CRUSHED DUCTWORK, DUCTWORK DAMAGED BY MOISTURE, DUCTWORK WHERE ASBESTOS IS PRESENT, COSTS FOR INSPECTIONS, 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 AND DUCTWORK LOCATED IN OR UNDER CONCRETE.

NOTE: ROUGH FINISH ONLY.

ESSENTIAL PLAN COVERAGE ITEMS

- ✓ Includes Starter Plan Items
- ✓ Concrete Limit - \$500

PREMIUM PLAN COVERAGE ITEMS

- ✓ Includes Essential Plan Items
- ✓ Grills
- ✓ Registers
- ✓ Concrete Limit adds \$500 to Essential Plan limit for a total of \$1,000

WATER HEATER

STARTER PLAN COVERAGE ITEMS

Not covered.

ESSENTIAL PLAN COVERAGE ITEMS

- ✓ Limit up to \$1,000
- ✓ All parts, including tankless water heaters, except;

NOT COVERED: HOLDING, STORAGE OR EXPANSION TANKS, FLUES AND VENTS, FUEL STORAGE TANKS AND SOLAR EQUIPMENT.

NOTE: COVERAGE FOR DIAGNOSIS, ACCESS, REPAIR OR REPLACEMENT OF ANY MODULATING CONDENSING BOILER, GEOTHERMAL OR WATER SOURCE HEAT PUMP, GLYCOL, HEATED WATER, STEAM OR WATER HEATER/HEATING COMBINATION UNIT IS LIMITED UP TO \$1,500.

PREMIUM PLAN COVERAGE ITEMS

- ✓ Includes Essential Plan Items
- ✓ Removes plan limit of \$1,000
- ✓ Expansion tanks

ELECTRICAL

STARTER, ESSENTIAL AND PREMIUM PLAN COVERAGE ITEMS

- | | |
|---|-------------------------------|
| ✓ Plugs | ✓ Wiring |
| ✓ Conduit | ✓ Junction boxes |
| ✓ Telephone wiring | ✓ Smoke detectors |
| ✓ Panels and sub panels | ✓ Switches and fuses |
| ✓ Circuit breakers (including ground fault) | ✓ 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, AND PHONE/UTILITY COMPANY’S EQUIPMENT INCLUDING BUT NOT LIMITED TO PHONE JACKS, METERS AND WIRING.

NOTE: ROUGH FINISH ONLY.

GARAGE DOOR OPENERS

STARTER PLAN COVERAGE ITEMS

Not covered.

ESSENTIAL PLAN COVERAGE ITEMS

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

NOT COVERED: TRANSMITTERS, ADJUSTMENTS, DOORS, GATES AND GATE MOTORS, SIDE RAILS, ROLLERS, HINGES AND SPRINGS.

PREMIUM PLAN COVERAGE ITEMS

- ✓ Includes Essential Plan Items
- ✓ Hinges
- ✓ Springs
- ✓ Transmitters

CENTRAL VACUUM SYSTEM

STARTER AND ESSENTIAL PLAN COVERAGE ITEMS

Not covered.

PREMIUM PLAN COVERAGE ITEMS

- ✓ 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.

FANS

STARTER PLAN COVERAGE ITEMS

Not covered.

ESSENTIAL AND PREMIUM PLAN COVERAGE ITEMS

- ✓ Attic and exhaust fans: all parts
- ✓ Whole house fans: all parts

- ✓ Ceiling fans: all parts, except;

NOT COVERED: LIGHT KITS AND REMOTE TRANSMITTERS.

KITCHEN APPLIANCES

STARTER PLAN COVERAGE ITEMS

Limit up to \$3,500 per appliance

- ✓ Dishwasher
- ✓ Oven/range/cooktop
- ✓ Kitchen range hood
- ✓ Microwave oven (built-in only)

NOT COVERED: ROTISSERIES, LIGHTS, KNOBS, DIALS, RACKS, BASKETS, ROLLERS, REMOVABLE TRAYS, REMOVABLE BUCKETS, DOOR GLASS, INTERIOR LINING, LOCK ASSEMBLIES, MEAT PROBE ASSEMBLIES AND CLOCKS (UNLESS THEY AFFECT THE PRIMARY FUNCTION OF THE UNIT).

ESSENTIAL PLAN COVERAGE ITEMS

- ✓ Includes Starter Plan Items
- ✓ Dishwasher: all parts.
- ✓ Trash compactor: removable buckets, knobs.
- ✓ Oven/range/cooktop: rotisseries, racks, knobs, dials, interior lining.
- ✓ Microwave oven (built-in only): interior lining, door glass, clocks, racks, knobs.

PREMIUM PLAN COVERAGE ITEMS

- ✓ Includes Essential Plan Items
- ✓ Increases plan limit up to \$7,000 per appliance

KITCHEN REFRIGERATOR

STARTER AND ESSENTIAL PLAN COVERAGE ITEMS

Limit up to \$3,500

- ✓ All parts, except;

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.

PREMIUM PLAN COVERAGE ITEMS

- ✓ Includes Essential Plan Items
- ✓ Increases plan limit up to \$7,000

CLOTHES WASHER AND DRYER

STARTER PLAN COVERAGE ITEMS

Not covered.

ESSENTIAL PLAN COVERAGE ITEMS

Limit up to \$3,500 per appliance

- ✓ All parts, except;

NOT COVERED: PLASTIC MINI-TUBS, SOAP DISPENSERS, FILTER AND LINT SCREENS, VENTING AND DAMAGE TO CLOTHING.

PREMIUM PLAN COVERAGE ITEMS

- ✓ Includes Essential Plan Items
- ✓ Removes plan limit of \$3,500

FIRST AMERICAN ADVANTAGE

STARTER PLAN COVERAGE ITEMS

Not covered.

ESSENTIAL PLAN COVERAGE ITEMS

Combined limit up to \$500

- ✓ Company will cover fees associated with the use of cranes or other lifting equipment required to service roof-top heating and air conditioning units.
- ✓ Company will pay to correct code violations when effecting approved repairs or replacements. Company may, at its option, pay you in lieu of performing the work.
- ✓ Where local building permits are required prior to commencing replacement of appliances, systems or components, Company will pay for such local building permits. Company will not be responsible for replacement service when permits cannot be obtained.
- ✓ Company will repair or replace a covered system or appliance (excluding roofs and ductwork) that fails as a result of improper installation, modification or repair, or due to not being 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.
- ✓ Company will pay costs related to refrigerant recapture, reclaim and disposal (if required) and the haul away of an appliance, system or component when Company is replacing a covered appliance, system or component.

PREMIUM PLAN COVERAGE ITEMS

- ✓ Includes Essential Plan Items
- ✓ Adds \$1,000 to Essential Plan limit for a total of \$1,500

OPTIONAL COVERAGE

Available upon payment of additional Contract fee with either the Starter, Essential or Premium Plan Coverage.

NOTE: You may purchase optional coverage up to 30 days from Contract Effective Date. Such coverage is not effective until payment is received by Company and coverage terminates upon Contract expiration. To view options purchased, please go to Options Ordered section of your Home Warranty Summary page that precedes this Contract.

POOL/SPA EQUIPMENT

STARTER, ESSENTIAL AND PREMIUM PLAN COVERAGE ITEMS

Limit up to \$2,500

Coverage is for pool and spa with shared Items. If Item is not shared, then only one or the other is covered unless an additional option fee is paid.

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

NOT COVERED: PORTABLE OR ABOVE GROUND SPAS, 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, INFINITY 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.

ADDITIONAL REFRIGERATION

STARTER, ESSENTIAL AND PREMIUM PLAN COVERAGE ITEMS

Limit up to \$500

This option provides coverage for any one of the following appliances: additional refrigerator, wet bar refrigerator, wine refrigerator, free standing freezer or free standing ice maker. Coverage for additional units are available if additional fees are paid.

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

NOT COVERED: KITCHEN REFRIGERATOR, WINE ROOM COOLING UNITS, 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.

WELL PUMP

STARTER, ESSENTIAL AND PREMIUM PLAN COVERAGE ITEMS

Limit up to \$1,500

- ✓ Limited to one well pump per home
- ✓ 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.

WATER SOFTENER AND REVERSE OSMOSIS WATER FILTRATION SYSTEM

STARTER, ESSENTIAL AND PREMIUM PLAN COVERAGE ITEMS

Limit up to \$500

- ✓ All mechanical parts and components of the water softener and reverse osmosis water filtration system (for drinking water), except;

NOT COVERED: LEASED/RENTED UNITS, SOFTENING AGENTS, CHEMICAL IMBALANCE, HIGH SODIUM CONTENT, WATER PURIFICATION SYSTEMS, SALT, FILTERS, FILTER COMPONENTS AND REPLACEMENT MEMBRANES.

SEPTIC SYSTEM

STARTER, ESSENTIAL AND PREMIUM PLAN COVERAGE ITEMS

Pumping

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

System (Limit up to \$500)

- ✓ 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, GRINDER PUMPS, 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.

LIMITED ROOF LEAK

STARTER AND ESSENTIAL PLAN COVERAGE ITEMS

Limit up to \$1,000

- ✓ Leaks caused by rain to tar and gravel, tile, shingle, shake and composition roofs are repaired as long as leaks are caused by normal wear and tear and the roof was in water tight condition on Contract Effective Date. If replacement of the existing roof, in whole or in part, is necessary, Company's responsibility is limited to the estimated cost of repair of the leaking area only, as if the repair of that area were possible.

NOT COVERED: ROOFS OVER DETACHED STRUCTURES, ROOF LEAKS CAUSED BY OR RESULTING FROM: ROOF MOUNTED INSTALLATIONS, METAL ROOFS, IMPROPER CONSTRUCTION OR REPAIR, MISSING OR BROKEN MATERIALS, SKYLIGHTS, PATIO COVERS, GUTTERS, DRAINS, DOWNSPOUTS, SCUPPERS, CHIMNEYS AND DEFECTS IN BALCONY OR DECK SERVING AS A ROOF, ROUTINE PERIODIC MAINTENANCE AND CONSEQUENTIAL WATER DAMAGE.

COMPANY WILL DIRECT A SERVICE PROVIDER TO CONTACT YOU FOR AN APPOINTMENT OR, AT ITS OPTION, MAY AUTHORIZE YOU TO CONTACT A SERVICE PROVIDER DIRECTLY. IF AUTHORIZED, YOU WILL BE GIVEN A SPENDING LIMIT ESTABLISHED BY COMPANY. SECONDARY OR CONSEQUENTIAL WATER DAMAGE IS NOT COVERED BY CONTRACT.

NOTE: SERVICE DELAYS FREQUENTLY OCCUR DURING THE FIRST RAINS OF THE SEASON OR IN HEAVY STORMS. WHILE WE WILL MAKE EVERY EFFORT TO EXPEDITE SERVICE, NO SERVICE TIME GUARANTEES CAN BE MADE.

PREMIUM PLAN COVERAGE ITEMS

Limited Roof Leak is included at no additional cost with the purchase of Premium Plan Coverage.

PRE-SEASON HVAC TUNE-UP

STARTER AND ESSENTIAL PLAN COVERAGE ITEMS

- ✓ 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.

You are 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; cost of tune-ups for additional systems require additional charges to be paid directly to the Service Provider. 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.

PREMIUM PLAN COVERAGE ITEMS

Pre-Season HVAC Tune-Up is included at no additional cost with the purchase of Premium Plan Coverage.

LIMITS OF LIABILITY

1. Common areas and facilities of mobile home parks and condominiums are not covered. Except as set forth in Pool trade, 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 Provider's delay or neglect in providing, or failing to provide, repair or replacement of an Item due to shortages of labor and/or materials, or any other cause beyond our reasonable control.
5. Unless specified otherwise, any dollar limit mentioned is in the aggregate.
6. 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.
7. 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 and haul away fees (unless included in your plan selection), 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 covered repairs or replacements 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.
8. Company does not provide 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.
9. Contract covers only single family residential-use property, residential-use resale property or residential-use new construction property. Residential property over 4,000 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, short-term rentals or day care centers.
10. 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. When coverage has been confirmed and a replacement is needed, Company is not responsible for matching any features of an existing item that do not contribute to the primary function of that item.
11. Company reserves the right to obtain a second opinion at its expense. If Company informs you that a malfunction is not covered, you must ask Company for a second opinion from another Service Provider within 14 days of notice. Company will not reimburse for provider you select, not contracted with Company, to perform a second opinion. Company will dispatch a second Service Provider to diagnose the malfunction. If the outcome of the second opinion is different from the first opinion, Company will accept coverage under this Contract. If your requested second opinion's diagnosis is the same as the initial opinion, you will pay an additional service call fee.

12. Company is not responsible for repairs and/or replacements that are subject to a manufacturer's, distributor's or in-home warranty or subject to a manufacturer's recall. Covered systems and appliances must be domestic or commercial grade and specified by the manufacturer for residential use.
13. 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.
14. This Contract does not cover routine maintenance.
15. You 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. If you accept cash payment, you are required to repair the Item or provide a new replacement and send proof of repair or replacement to Company. The Item will not be covered under this or future Contracts until such proof is provided.

CUSTOMER SERVICE

1. Claims can be placed online or by telephone at all times. During normal working hours (Monday – Friday) your claim will be dispatched within four hours of confirmation of coverage. The services contracted for will be initiated under normal circumstances by the Service Provider within 48 hours after request is made by you. Your submission to Company describing the problem is sufficient notice. The Service Provider will commence diagnosis without first requiring the completion of a written claim form or other such form of proof of loss. The Service Provider will contact you to schedule a mutually convenient appointment time; You will take reasonable measures to prevent secondary damage caused by a failed system or appliance. If you should request Company to perform service outside of normal business hours, you will pay additional fees, including overtime charges. Company must be notified as soon as a malfunction is discovered and prior to expiration of the Contract term.
2. "Trade Call" means each visit by an approved Service Provider to service each home system or appliance. You will pay the service call fee disclosed on your Home Warranty Summary page for each separate Trade Call. An additional service call fee will not be due when multiple visits are required to remedy the same home system or appliance. Service Providers dispatched for Trade Calls are independent Service Providers, not agents or employees of the Company. Company warrants Service Provider's work for 30 days. If the Item fails outside of the 30-day time period, an additional service call fee will be charged. Failure to pay the service call fee may delay processing of future claims.
3. If Company is not able to locate a Service Provider to service your claim, Company may request that you contact an out-of-network provider directly to obtain service. Company's policies and procedures for outside reimbursement are:
 - a. Approval must be secured in advance of any work being performed and is generally only granted when Company is unable to locate a Service Provider.
 - b. The out-of-network provider must be licensed and insured.
 - c. The out-of-network provider must provide detailed information regarding their diagnosis prior to performing work so that Company can confirm coverage and validate repair or replacement recommendations.
 - d. Covered repairs or replacement will be authorized if the work may be completed at an agreed upon rate.
 - e. You must submit the itemized paid receipt to Company for reimbursement within a reasonable amount of time. Company will reimburse up to the authorized amount.
 - f. Company will deduct any service fees owed from any reimbursement provided.

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 Company and are not guaranteed by a service contract reimbursement insurance policy.

This Contract provides for a 30-day review period and may be cancelled up to the 30th day from the Contract Effective Date for a full refund provided no claims have been made. After 30 days if a claim has been made, this Contract is noncancelable other than by mutual agreement of you and Company.

Your request for cancellation must be in writing and can be submitted to cancellationsupport@firstam.com.

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

1. Nonpayment of Contract fees when due.
2. You or your agent's fraud or misrepresentation of facts material to the issuance of this Contract, or in presenting a claim for service thereunder.

If this Contract is cancelled, you 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; (iii) Installing and maintaining appliances/systems following manufacturer's specifications and (iv) Maintenance if the Service Provider determines it is required to achieve manufacturer results of systems and appliances.

MISCELLANEOUS

This contract is governed by the provision of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", Article 1 and 2 of Title 6 C.R.S. and the Contract holder may have a right to civil action under such laws, including obtaining the recourse of penalties specified in such laws.

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 Contract.

The arbitration is governed by the Consumer Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Contract, 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 Contract is located. The Federal Arbitration Act will govern the interpretation, applicability and enforcement of this arbitration agreement. This arbitration clause will survive the termination of this Contract.

AGREEMENT

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

Sample Contract