



*First American  
Home Buyers Protection  
Corporation®*

# Home Warranty Solutions

FROM FIRST AMERICAN

Smart. Simple. Affordable.

Comprehensive coverage for new

**14 SEER**  
and water heater mandates

Plans start at  
**only \$415**  
for single-family homes

**Basic Plan Includes:**

- COVERAGE OF UNKNOWN CONDITIONS which can include rust, corrosion, sediment and problems due to lack of maintenance
- No cap on refrigerant replacement in air conditioning
- And much more

**fahw.com | 800.444.9030**

# First American home warranty plans protect your home and your budget.



**It's so  
Easy to use**

**Call 800.992.3400  
or go to [fahw.com](http://fahw.com)  
any time a covered  
item fails, 24/7.**

## 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 home buyers, sellers, and current homeowners.

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

## Why choose First American?

First American is a leading provider of home warranties with the experience and strength of an industry leader. For over 30 years, First American has provided quality protection for homeowners across the nation, through more than 7.5 million home warranties.

An independent pre-screened local service technician will call and arrange a convenient time to come to your home. The technician will diagnose the problem and begin the repair or replacement process.

**There is no limit to the  
number of service calls you  
can make.**

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. As a result we paid out over \$125 million\*\* for these repairs and replacements.

\*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.

\*\*Paid invoices net of service fees in 2014, prior to deductions and/or rebates.



## 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 outstanding service and value.

## 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.

## How can a home warranty protect my budget?


The repair and replacement cost graphic illustrates the impact home system and appliance breakdowns can have on your budget without the protection of a First American home warranty.

## What's covered?

See page 4 for a sample contract of our product designed for home buyers 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.

## Without a warranty?

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

	Repair	Replace
 Oven/Range	\$757	\$3,012
 Water Heater	\$500	\$1,440
 Refrigerator	\$830	\$2,429
 Air Conditioning	\$523	\$3,019
 Plumbing	\$680	\$1,451
 Heating System	\$687	\$2,988
 Electrical System	\$508	\$950

Based on actual invoices paid by First American in 2014 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.

## How do I order?

Choose your plan and options  
(see application page 11)  
and order by phone, online or fax.

phone: 800.444.9030 | web: fahw.com  
fax: 800.772.1151



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

Have your Contract number, make or model of covered Item and complete street address available. You will pay the \$65 service call fee when the independent contractor (Contractor) arrives at your home (one time service call fee per Contract for Optional Subterranean Termite Treatment is \$200).

## IMPORTANT

This is a Contract for repair or replacement of specified appliances and home systems. This Contract covers only the Items specifically identified in this Contract as covered and excludes all others. Items are not covered unless they are in safe working order at the start of coverage. To be covered, Items must be installed for diagnosis and located within the confines of the perimeter of the foundation of the primary living quarters or garage (except well pump, septic tank, sewage ejector pump, pressure regulator, air conditioning and pool/spa equipment; when applicable). This Contract provides coverage for unknown defects if the defect is not detectable through visual inspection or simple mechanical test (excluding renewal and non-real estate transaction customers). Items include malfunctioning systems and appliances due to lack of maintenance, rust, corrosion and chemical or sedimentary build-up. Unless specified otherwise, any dollar limit mentioned is in the aggregate.

**First American Home Buyers Protection 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.

1. Coverage begins on Contract Effective Date and continues for 12 months, except;
  - A. 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.
  - B. New Construction Coverage begins 12 months after the close of sale and continues for 48 months.
2. Payment is due at close of sale and must be received by Company within 30 days.
3. 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
- Whirlpool bath motor, pump and air switch assemblies
- Permanently installed sump pumps (ground water only)
- Valves: shower, tub, diverter, riser, angle stop and gate valves
- Leaks and breaks of water, drain, gas, vent or sewer lines (except caused by freezing)
- Toilet tanks, bowls and mechanisms (replaced with white builder's standard as necessary)

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

NOTE: Company is only responsible for providing access for covered plumbing repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish. Coverage for diagnosis, access, repair or replacement of items located in or below a concrete slab and items encased in or covered by concrete is limited 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

*Not Covered: Door bells, 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

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

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

**GARAGE DOOR OPENERS** – Covered

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

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

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

*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, baseboard casings and grills, chimneys, flues and vents, underground or outside components and piping for geothermal or water source heat pumps, well pumps and well pump components for geothermal or water source heat pumps, grain, pellet, or wood heating units (even if only source of heating), electronic, computerized, pneumatic and manual system management and zone controllers and heat pump refrigerant recapture, reclaim and disposal.*

NOTE:

- Coverage for diagnosis, access, repair or replacement of any geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit 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
  - Condensing unit
  - Refrigerant recharging
  - Fuses, breakers, disconnect boxes and wiring
  - Evaporator coils (including thermostatic expansion valves)
  - Refrigerant lines
  - Air handling unit
  - Liquid and suction line dryers
- Evaporative Cooler
- Built-in Electric Wall Units

*Not Covered: Mini-split ductless systems (including heat pump versions), 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, electronic, computerized, pneumatic and manual system management and zone controllers 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.
- 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.

## OPTIONAL COVERAGE FOR BUYER AND SELLER

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

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

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

## SUBTERRANEAN TERMITE TREATMENT

– Covered if purchased

- Treatment for subterranean termite infestation.

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

Contract holder will pay a one time \$200 service call fee per contract to our Contractor for subterranean termite treatment. Repeat visits are free of charge. All work will be performed by a licensed structural pest control contractor.

**First Class 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.
- • **Dishwasher:** Racks, baskets, rollers, knobs, dials.
- OPT **Ductwork:** Grills, registers.

### OPT NA **Clothes Washer and Dryer:** Knobs, dials.

- OPT **Heating:** Registers, grills, filters, heat lamps.
- • **Plumbing:** Faucets (replaced with chrome builder's standard), shower head and shower arm, hose bibbs, toilets (replaced with like quality up to \$300 per occurrence).
- • **Oven/Range/Cooktop:** Rotisseries, racks, handles, knobs, dials, interior lining.
- • **Microwave Oven (built-in only):** Interior lining, door glass, clocks, racks, knobs.
- • **Smoke Detector:** Both battery operated and hard wired.
- • **Trash Compactor:** Removable buckets, knobs.
- • **Garage Door Openers:** Hinges, springs, remote transmitters.
- 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.
- • **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 roofs and 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.

## OPTIONAL COVERAGE

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

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

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

### **POOL/SPA EQUIPMENT** – Covered if purchased

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

*Not Covered: All cleaning equipment, including pop up heads, turbo 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, electronic, computerized, pneumatic and manual system management and zone controllers, 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 \$2,500)

- 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.

### **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 exclusively for domestic use, except;

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

### **SEPTIC TANK PUMPING/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, except;

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

#### System

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

*Not Covered: Seepage pits, leach lines, leach beds, lateral lines, and cleanout.*

### **LIMITED ROOF LEAK** – Covered if purchased

(Limit up to \$1,000)

- Leaks caused by rain to tar and gravel, tile, shingle, shake and composition roofs over occupied living areas is 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: 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 Contractor to contact you for an appointment or, at its option, may authorize you to contact a Contractor directly. If authorized, you will be given a spending limit established by Company. Secondary or consequential water damage is not covered by this contract.

**NOTE:** Service delays frequently occur during the first rains of the season or in heavy storms. While we will make every effort to expedite service, no guarantees can be made.

## LIMITS OF LIABILITY

1. Common areas and facilities of mobile home parks and condominiums are not covered. If dwelling is 5 units or more, common systems and appliances not located within the confines of each individual unit are excluded.
2. Repairs or replacements required as a result of missing parts, fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, mud, war, riots, vandalism, improper installation, acts of God, damage from pests, lack of capacity or misuse are not covered by this Contract.
3. Liability is limited to repair or replacement cost of Item due to normal wear and tear. Cosmetic defects are not covered.
4. Company is not responsible for consequential, incidental, emotional distress, pain or suffering, tort or exemplary damages, secondary damage, loss resulting from the malfunction of any Item, or a Contractor's delay or neglect in providing, or failing to provide, repair or replacement of an Item.
5. Solar systems and components including holding tanks are not covered. Electronic, computerized, pneumatic and manual system management and zone controllers are not covered.
6. Company is not responsible for 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. 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.

## 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 \$65 service call fee for each separate trade call. Trade call means each visit by an approved Contractor, unless multiple visits are required to remedy the same problem. Persons dispatched for trade calls are independent contractors, not agents or employees of the Company. Company warrants Contractor's work for 30 days. If the Item fails outside this time period, an additional service call fee will be charged. Failure to pay the service call fee may delay processing of future claims. Subterranean Termite Treatment customers only: there is a one time \$200 service call fee per Contract for Optional Subterranean Termite Treatment.
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. 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.
5. 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 Buyers Protection 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.

**Mississippi and Tennessee 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.

**Alabama and Arkansas 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 (\$25 administrative fee for Alabama residents) 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.

**Georgia Residents Only:**

The Contract holder may cancel this Contract at any time upon demand and surrender of the Contract to Company and in the event of such cancellation, Company will refund to the Contract holder the excess of paid charges above customary short rates for the expired term.

Cancellation for Georgia residents shall conform to the requirements of Section 33-24-44 of the Georgia Insurance Code.

**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**

**Georgia Residents Only:**

**THIS IS NOT A CONTRACT OF INSURANCE.** If Company fails to pay any valid claim within 60 days after due proof of loss has been filed, a claimant is entitled under Georgia law to make such claim directly against Fidelity and Deposit Company of Maryland at the address shown on your Home Warranty Summary page.

**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.**

**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.**

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

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

**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.

YJ.B/YJEPU.B/YK.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
Kitchen Refrigerator .....	\$2,500
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
Limited Roof Leak.....	\$1,000
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.	

# Mid-South – Choose your coverage and options

**It's so Easy to use**  
**Call 800.992.3400**  
 or go to **fahw.com**  
 any time a covered item fails, 24/7.

## Available Coverage

\$65 Service Call Fee

### Basic Plan

### Eagle Premier

Property Type - under 5,000 sq. ft.		Buyer's/Seller's Coverage		Buyer	
<b>Single-Family Home</b>		\$415		\$580	
<b>Condo/Townhome/Mobile Home</b>		\$365		\$510	
Systems and Appliances		Buyer	Seller	Buyer	
SYSTEMS	Heating	•	(optional)	•	
	Ductwork	•	(optional)	•	
	Central Air Conditioning	•	(optional)	•	
	Electrical System	•	•	•	
	Garage Door Openers	•	•	•	
	Attic, Ceiling and Exhaust Fans	•	•	•	
	Central Vacuum System	•	•	•	
	Plumbing System <i>includes polybutylene piping</i>	•	•	•	
PLUMBING	Plumbing Stoppages	•	•	•	
	Toilet Tanks and Bowls	•	•	•	
	Water Heater	•	•	•	
	Circulating Pump	•	•	•	
	Sump Pump	•	•	•	
	Whirlpool Bath Pump and Air Switch Assemblies	•	•	•	
	Pressure Regulators	•	•	•	
	Built-In Microwave	•	•	•	
APPLIANCES	Dishwasher	•	•	•	
	Oven/Range/Cooktop	•	•	•	
	Garbage Disposal	•	•	•	
	Instant Hot Water Dispenser	•	•	•	
	Trash Compactor	•	•	•	
First Class Upgrade (See page 6)		\$99		•	
Heating, Central Air Conditioning and Ductwork		(included)	\$60	•	
Kitchen Refrigerator		\$50	N/A	•	
Clothes Washer and Dryer		\$85	N/A	•	
Washer/Dryer/Kitchen Refrigerator (\$15 savings)		\$120	N/A	(included)	
Additional Refrigeration (up to 4 units)		\$35	N/A	\$35	
Pool and/or Spa Equipment		\$180	N/A	\$180	
OPTIONS	Limited Roof Leak		\$100	N/A	\$100
	Subterranean Termite Treatment*		\$49		\$49
	Septic Tank System/Pumping		\$75	N/A	\$75
	Well Pump		\$85	N/A	\$85

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

**Our plans cover unknown conditions which can include rust, corrosion, sediment, problems resulting from lack of maintenance and much more!**

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

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

### Additional Seller's Option

Available when Eagle Premier for Buyer is selected

First Class Upgrade \$49

### Buyer's Coverage for Multiple Units

under 5,000 sq. ft.

Duplex \$580  
 Triplex \$870  
 Fourplex \$1,160

### Buyer's Coverage for New Construction

under 5,000 sq. ft., covers years 2-5

Single-Family Home/  
 Condo/Townhome/  
 Mobile Home \$625

### Call 800.444.9030 for quotes on:

homes over 5,000 sq. ft., 5-10 units, guest homes and optional coverage pricing for new construction and multiple unit homes.

See contract for coverage details.



**Order by phone, online or fax:**

phone: 800.444.9030 | web: fahw.com | fax: 800.772.1151



# Application If placing your order online or by phone, complete this application and have your information ready.

## 1. Address to be Covered

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

REAL ESTATE COMPANY \_\_\_\_\_ Phone # \_\_\_\_\_

Referring Agent \_\_\_\_\_ Representing  Buyer  Seller Email \_\_\_\_\_

OTHER BROKER COMPANY (if applicable) \_\_\_\_\_ Phone # \_\_\_\_\_

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

CLOSING COMPANY \_\_\_\_\_ Closing Officer's Name \_\_\_\_\_

Office Phone # \_\_\_\_\_ Estimated Close Date \_\_\_\_\_ File # \_\_\_\_\_

BUYER'S Name \_\_\_\_\_ Phone # \_\_\_\_\_ Email \_\_\_\_\_

SELLER'S Name \_\_\_\_\_ Phone # \_\_\_\_\_ Email \_\_\_\_\_

## 2. Select Coverage & Options

### Basic Plans

\$65 Service Call Fee — Prices listed are for homes under 5,000 sq. ft.

#### Buyer's/Seller's Coverage

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

- Single-Family Home \$415
- Condominium/Townhome/Mobile Home \$365

#### Multiple Units

Buyer's coverage only. Not available for New Construction.

- Duplex \$580
- Triplex \$870
- Fourplex \$1,160

#### New Construction

Buyer's coverage only. Covers years 2-5.

- Single-Family Home/Condominium/Townhome/Mobile Home \$625

### Eagle Premier Plans

Buyer's coverage includes Basic Plan, First Class Upgrade, Kitchen Refrigerator and Clothes Washer/Dryer.

- Single-Family Home (\$54 Savings!) \$580
- Condominium/Townhome/Mobile Home (\$74 Savings!) \$510

### Optional Coverage

Prices listed are for homes under 5,000 sq. ft. Seller's optional coverage available when basic buyer's/seller's coverage is selected. One time service call fee per plan for termite treatment is \$200.

#### For Seller

- Heating, Central Air Conditioning and Ductwork \$60
- First Class Upgrade for Eagle Premier Plan \$49

#### For Buyer and/or Seller

- First Class Upgrade for Basic Plan (See page 6) \$99
- Subterranean Termite Treatment \$49

#### For Buyer

- Kitchen Refrigerator \$50
- Clothes Washer/Dryer \$85
- Washer/Dryer/Kitchen Refrigerator (\$15 savings) \$120
- Additional Refrigeration (Up to 4 units) \$35
- Pool and/or Spa Equipment (Includes Salt Water Pool/Spa Equipment. No additional charge if separate equipment.) \$180
- Limited Roof Leak \$100
- Septic Tank System/Pumping \$75
- Well Pump \$85

Optional Coverage Total \$ \_\_\_\_\_

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

## 3. Acceptance or Waiver

I ACCEPT the home warranty coverage and options I have marked above.

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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



# Get the benefits of First American home warranty coverage today.

## Top 10 home warranty FAQs

### 1. What is a home warranty?

A home warranty is typically a one-year service contract designed to protect the family budget from unexpected, costly repairs on home systems and appliances.

### 2. What is covered in the plans?

There are several plans and options to choose from to best suit the home's specific requirements. Basic plans typically include coverage for: kitchen appliances, water heaters, plumbing, plumbing stoppages, electrical, heating system, ductwork, instant hot water dispenser, whirlpool bath motor and pump assemblies and more. Optional covered items can range from pool/spa equipment, washer/dryer, kitchen refrigerator, air conditioning, well pump and more. Plans and optional covered items vary in geographic areas and are detailed in First American contracts.

### 3. What is a service call fee?

This is the fee paid to the service technician at the time of the appointment.

### 4. 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.

### 5. Who do I contact when covered items fail?

Anytime a covered item fails, contact First American at 800.992.3400 or online at fahw.com to request service. It is important that First American is contacted first, we do not reimburse for services performed without approval.

### 6. How does the claim process work?

Once First American receives the request and coverage is confirmed, a local service technician will call the homeowner to arrange a mutually convenient day and time to go to the home and diagnose the failure.

### 7. How quickly are claims handled?

Once coverage is confirmed, the contractor typically receives the claim dispatch 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, however, if items must be ordered an additional visit(s) may be needed to complete the repair or replacement.

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

First American Home Buyers Protection 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.

### 9. How is it determined if a failure is covered or not?

In general, coverage is limited to failures caused by normal wear and tear and limited to the terms of the contract. For example, cosmetic defects are not covered.

### 10. How are known pre-existing conditions determined versus unknown pre-existing conditions?

Unknown conditions are covered if, at the time coverage begins, the defect or malfunction is not known or could not have been reasonably observed by looking at or operating the system or appliance.

## Order by phone, online, or fax:

800.444.9030 | fahw.com

Fax 800.772.1151

Service: 800.992.3400

P.O. Box 8030, West Hills, CA 91309



First American Home Buyers Protection Corporation®