



First American
Home Buyers Protection Corporation

A Member of The First American Family of Companies
25 Years of Service, Value & Integrity

**COMPREHENSIVE
13 SEER/R-410A
A/C COVERAGE**

Midsouth Plans Include:

Unknown conditions, lack of maintenance, sediment, rust & corrosion, and much more.

Available for REO's & Short Sales

Basic Buyer's/Seller's Coverage
Starting At **ONLY \$440**



fax: 800.772.1151
phone: 800.444.9030
service: 800.992.3400
www.FirstAm.com/warranty
p.o. box 10180, van nuys, ca 91410-0180



Protect Your Budget & Enjoy Your Home

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

If you're selling your home, a home warranty is also a great way to minimize the risk of costs and delays during the listing period. Additionally, a home warranty can give your home a competitive advantage. Potential buyers can feel confident that they'll have First American to assist with unexpected repairs after the sale.

If you're a buyer, you can protect your investment and enjoy your home. From the very first day your coverage begins, you'll have repair service and budget protection for costly breakdowns that can and often do occur after the purchase of a home.

Whether you're buying or selling, home repairs can be quick, easy and affordable. No more hassles searching the Yellow Pages for a reputable contractor you can trust. Anytime a covered item fails, simply go to our website at www.FirstAm.com/warranty or call us at 800-992-3400 to request service. We'll send one of our pre-screened, certified, service technicians to your home to take care of the problem. You can feel comfortable about who's coming into your home and you can get back to enjoying the more important things in life.

FIRST AMERICAN, YOUR HOME WARRANTY SOLUTION.

We'll be happy to answer any further questions you may have.

Just call us at:

800.444.9030

How to Use Your Plan:

- 1. Call us or go online anytime a covered item fails: www.FirstAm.com/warranty | 800-992-3400.**
- 2. Once we receive your service request, we will have a local service technician call you to arrange a convenient day and time to go to your home and diagnose the problem. At the time of the appointment, you'll pay the technician the service fee that applies to your plan.**

Why Should You Choose First American?

Since 1984, we have been providing unparalleled service, value and integrity to millions of satisfied homeowners across the nation. The on-going loyalty and support from our customers has contributed to our longevity and success, and we are honored that homeowners continue to choose First American as their Home Warranty Solution.

F A Q's

Q: What types of property are covered?

A: Property types include: single-family homes, condominiums, townhomes, mobile homes, multi-unit and new construction homes.

Q: What is covered in my plan?

A: You have several options to choose from to best suit your specific needs. This sample contract will outline your choices.

Q: What is a service call fee?

A: This is the fee you pay to the service technician who goes to your home when a covered item fails.***

Q: Am I covered for unknown conditions?

A: 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.***

Q: Am I covered for systems and appliances which malfunction due to lack of maintenance, rust or corrosion, or chemical or sedimentary build-up?

A: Yes.***



Cost Comparison for Repairs/Replacements on Major Systems & Appliances

Items*	Repair/Replacement costs without a Home Warranty**	Cost with a First American Home Warranty***
Heating System	\$130 - \$3,500	\$55 / \$75
Water Heater	\$115 - \$1,500	\$55 / \$75
Dishwasher	\$98 - \$1,250	\$55 / \$75
Air Conditioning	\$130 - \$4,000	\$55 / \$75
Oven/Range	\$110 - \$2,700	\$55 / \$75
Kitchen Refrigerator	\$110 - \$3,800	\$55 / \$75
Plumbing	\$95 - \$7,500	\$55 / \$75
Electrical System	\$85 - \$2,500	\$55 / \$75

* Items listed may be optional in some areas; review your contract for specific coverage; additional fees may apply.

** Based on First American's estimates of retail cost for the repairs and replacements listed above before service fee; costs may vary in your geographic area.

*** See contract for details of coverage.

First American

Phone Applications:
800.444.9030

Fax Applications:
800.772.1151

Service Department:
800.992.3400

Online Services:
www.FirstAm.com/warranty

BASIC PLANS

BUYER'S/SELLER'S COVERAGE

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

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

\$455 \$440

MULTIPLE UNITS

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

**Duplex
Triplex
Fourplex**

**\$665 \$635
\$795 \$770
\$980 \$955**

NEW CONSTRUCTION COVERAGE

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

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

\$655 \$625

Service Call Fees

\$55 \$75

COVERED IN BASIC PLANS

**Unknown conditions
Lack of maintenance
Sediment
Rust & corrosion
and much more!**

FIRST CLASS UPGRADE

Covers many more items including:

**Improper installations
Mismatched systems
Crane coverage
Refrigerant recapture, disposal, reclaim
Haul-away
Permits (\$250 per occurrence)
Code upgrades (\$250 per contract)
Garage door openers**

OPTIONAL COVERAGE

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

FOR SELLER

Heating, Air Conditioning & Ductwork Coverage \$60

FOR BUYER and/or SELLER

First Class Upgrade \$99

NEW! | Termite Treatment \$49

(\$200 One-time service fee per contract)

FOR BUYER

NEW! | Free Standing Freezer \$50

NEW! | Free Standing Ice Maker \$50

NEW! | Septic Tank System \$50

Pool and/or Spa Equipment \$150

(No additional charge if separate equipment)

Additional Refrigerator (Per unit) \$25

Built-in Kitchen Refrigerator \$50

Clothes Washer/Dryer \$80

Septic Tank Pumping \$25

Well Pump \$85

Limited Roof Leak Coverage \$75

BASIC COVERED ITEMS

	BUYER	SELLER
Central Air Conditioning (Electric. Includes evaporative cooler)	✓	*
Heating	✓	*
Ductwork	✓	*
Plumbing Stoppages	✓	✓
Plumbing System (Includes polybutylene piping)	✓	✓
Toilet Tanks and Bowls	✓	✓
Sump Pumps	✓	✓
Circulating Pumps	✓	✓
Pressure Regulators	✓	✓
Instant Hot Water Dispenser	✓	✓
Trash Compactor	✓	✓
Garbage Disposal	✓	✓
Dishwasher	✓	✓
Built-in Microwave	✓	✓
Oven/Range/Cooktop	✓	✓
Ceiling Fans	✓	✓
Attic and Exhaust Fans	✓	✓
Whirlpool Bath Motor & Pump Assemblies	✓	✓
Electrical System	✓	✓
Telephone Wiring	✓	✓
Water Heater	✓	✓
Central Vacuum System	✓	✓
Kitchen Refrigerator (Freestanding)	✓	NA

* Optional seller's coverage for additional charge.
NA Coverage not available.

Call 1-800-444-9030 for quote on homes over 5,000 sq. ft., 5-10 units, guest homes and optional coverage pricing for new construction homes and multiple units. See contract for coverage details.

Confirmation # _____

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

1. COMPLETE YOUR HOME WARRANTY CONTRACT INFORMATION

(Single-family residence under 5,000 square feet)

1. Street Address to be covered _____

Unit # _____ City _____ State _____ Zip _____

2. Real Estate Company Name* _____

Phone _____ Fax _____ Email _____ Agent _____

3. Other Broker Company Name (if applicable) _____

Phone _____ Fax _____ Email _____ Agent _____

4. Closing Company Name _____

Phone _____ Fax _____ Est. Close Date _____ File # _____

5. Buyer's Name _____ Buyer's Email _____

6. Seller's Name _____

2. CHOOSE YOUR DESIRED COVERAGE & OPTIONS FOR YOUR PROPERTY

BASIC PLANS

Circle one base price under applicable service fee.

BUYER'S/SELLER'S COVERAGE

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

Single-Family Home/

	Service Fee \$55	\$75
Condominium/Townhome/Mobile Home	\$455	\$440

MULTIPLE UNITS

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

Duplex	\$665	\$635
Triplex	\$795	\$770
Fourplex	\$980	\$955

NEW CONSTRUCTION COVERAGE

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

Single-Family Home/

Condominium/Townhome/Mobile Home	\$655	\$625
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Call 1-800-444-9030 for quote on homes over 5,000 sq. ft., 5-10 units, guest homes and optional coverage pricing for new construction homes and multiple units.

See contract for coverage details.

OPTIONAL COVERAGE

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

FOR SELLER

Heating, Air Conditioning & Ductwork Coverage \$60

FOR BUYER and/or SELLER

First Class Upgrade \$99

NEW! I Termite Treatment \$49
((\$200 One-time service fee per contract))

FOR BUYER

NEW! I Free Standing Freezer \$50

NEW! I Free Standing Ice Maker \$50

NEW! I Septic Tank System \$50

Pool and/or Spa Equipment \$150
(No additional charge if separate equipment)

Additional Refrigerator (Per unit) \$25

Built-in Kitchen Refrigerator \$50

Clothes Washer/Dryer \$80

Septic Tank Pumping \$25

Well Pump \$85

Limited Roof Leak Coverage \$75

TOTAL: _____

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

*The plan fee is to be paid at closing and includes the full amount of fees due and payable to First American Home Buyers 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 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 _____

First American **Sample Contract**

SHOULD YOU NEED SERVICE PLEASE READ YOUR COVERAGE CAREFULLY

and then place your claim at www.firstam.com/warranty or by calling (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 applicable service call fee when the technician arrives at your home (one time service call fee per contract for termite treatment is \$200).

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 installed for diagnosis and located within the confines of the perimeter of the main foundation of the home or garage (except Pool, Spa, Well Pump, Septic Tank and Air Conditioning Equipment). This contract provides coverage for unknown defects if the defect or malfunction would not have been detectable to the buyer, seller, or agent through visual inspection or simple mechanical test. This contract provides coverage for systems and appliances which malfunction due to lack of maintenance, rust or corrosion, or chemical or sedimentary build-up. Coverage is provided for malfunctions which occur and are reported to First American Home Buyers Protection (Company) during the term of this contract. Pre-existing conditions are not covered under 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 Optional Coverage** (if elected) start upon receipt of application or confirmation number by Company and continue 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.

Buyer's Coverage for new construction starts one year after the close of sale and continues for three years from that date.

Payment is due at close of sale and must be received by the Company within 30 days of close of sale.

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).
- Permanently installed sump pumps within perimeter of main foundation or garage (ground water only).
- Whirlpool bath motor, pump, and air switch assemblies.
- Circulating hot water pump.
- Pressure regulators.

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: The Company will only be responsible for providing access for covered plumbing repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish. Coverage for diagnosis, access, repair or replacement of items located in or below a concrete slab, and items encased in or covered by concrete is limited under this contract to a maximum of \$500 in the aggregate.

PLUMBING STOPPAGES

- 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 (Includes tankless water heaters)

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

Not Covered: *Holding or storage tanks, solar equipment, fuel storage tanks, flues and vents.*

ELECTRICAL

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

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, audio/video/computer/intercom/alarm or security cable or wiring.*

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, lights, handles, clocks, interior lining, 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.

CENTRAL VACUUM SYSTEM

- All parts and components, except;

Not Covered: *Hoses and accessories which are removable.*

NOTE: The Company is not responsible for gaining access or closing access to floors, walls or ceilings to locate the malfunction or to effect repair or replacement.

ATTIC AND EXHAUST FANS

- All parts and components.

CEILING FANS

- All parts and components, except;

Not Covered: *Light kits and remote transmitters.*

ADDITIONAL COVERAGE FOR BUYER AND OPTIONAL COVERAGE FOR SELLER

NOTE FOR SELLER: If this optional coverage is elected, the Company will pay up to a combined maximum limit of \$1,500 during the seller's coverage period for Central Air Conditioning (Ducted), Ductwork and Heating (Ducted).

CENTRAL AIR CONDITIONING (Ducted)

- Refrigeration System (includes heat pump)
 - Condensing unit
 - Thermostats
 - Compressor
 - Refrigerant recharging
 - Refrigerant lines
 - Coils
 - Liquid and suction line dryers
 - Fuses, breakers, disconnect boxes and wiring
 - Motors
 - Valves (including thermostatic expansion valves)
 - Air handling unit
 - Switches, wiring and relays
- Evaporative Cooler
 - Belts and pulleys
 - Float-assembly
 - Pump
 - Casing
 - Motor
- Built-in Electric Wall Units

Not Covered: *Condenser casings, registers, grills, filters (including electronic air cleaners), gas air conditioners, window units, underground or outside piping and components for geothermal and/or water source heat pumps, humidifiers, cooler pads, roof jacks or stands and refrigerant recapture, reclaim and disposal.*

NOTE:

• If the Company determines that a package unit or the condenser of an air conditioning or heat pump split system must be replaced, the Company will replace the unit with a unit that meets current federal, state and/or local government efficiency standards.

• When replacing the condenser of an air conditioning or heat pump split system, the 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 valves.

DUCTWORK

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

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

NOTE: The Company will only be responsible for providing access for covered ductwork repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish. Coverage for diagnosis, access, repair or replacement of ductwork located in or below a concrete slab, and items encased in or covered by concrete is limited under this contract to a maximum of \$500 in the aggregate.

HEATING (Ducted)

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

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, underground or outside components and piping for geothermal and/or water source heat pumps,*

well pumps and well pump components for geothermal and/or water source heat pumps, cable heat (in ceiling), grain, pellet, or wood heating units (even if only source of heating) and heat pump refrigerant recapture, reclaim and disposal.

NOTE:

- Coverage for diagnosis, access, repair or replacement of heating systems utilizing steam, heated water, or glycol is limited under this contract to a maximum of \$1,500 in the aggregate.
- For heat pumps and heat pump package units, Note under Central Air Conditioning (Ducted) applies.

OPTIONAL COVERAGE FOR BUYER AND SELLER

The seller must agree to additional payment at close of sale in order to receive the following optional coverage(s). The buyer is covered for the following optional coverage(s) when additional payment has been made at closing.

NOTE FOR BUYER: The home buyer may purchase optional coverage up to 60 days from the effective date. Such coverage will not become effective until payment is received by the Company, and coverage will expire upon expiration of the basic contract coverage term.

For new construction coverage, the home buyer may purchase optional coverage at any time during the contract term for brand new items. Such coverage will not become effective until payment is received by the Company, and coverage will expire upon expiration of the basic contract coverage term.

FIRST CLASS UPGRADE

The following items are covered when the First Class Upgrade (FCU) Option is elected. Optional coverage items (*) must be purchased for FCU to apply. Note: some items are not available (NA) for the seller.

Buyer/Seller

- ✓ ✓ **Plumbing:** Faucets (replaced with chrome builders 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.
- ✓ * **Heating:** Registers, grills, filters, heat lamps.
- ✓ ✓ **Trash Compactor:** Removable buckets.
- ✓ NA **Kitchen Refrigerator:** Ice makers.
- ✓ ✓ **Dishwasher:** Racks, baskets, rollers.
- ✓ ✓ **Microwave Oven (Built-in only):** Interior lining, door glass, clocks, racks.
- ✓ * **Air Conditioning:** Filters, registers, grills, window units.
- ✓ ✓ **Smoke Detector:** Both battery operated and hardwired.
- ✓ ✓ **Garage Door Openers:** Hinges, springs, remote transmitters, switches, capacitor, motor, push arm, track assembly, receiver unit, and carriage.
- ✓ * The Company will cover fees associated with the use of cranes or other lifting equipment required to service roof-top heating or air conditioning units.
- ✓ ✓ Where local building permits are required prior to commencing replacement of appliances, systems, or components, the Company will pay up to \$250 per occurrence 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 refrigerant recapture, reclaim and disposal (if required) and the removal of an appliance, system, or component when the Company is replacing a covered appliance, system, or component.
- ✓ ✓ The Company will repair or replace a system or appliance that was improperly installed, modified or repaired, or was not properly matched in size or efficiency at any time prior to or during the term of this contract provided the system is not undersized relative to the square footage of area being cooled or heated. In the event that a covered mismatched system or improper installation, modification or repair is in violation of a code requirement, Limited Code Upgrade[†] applies.
- ✓ ✓ **Limited Code Upgrade[†]:** The Company will pay up to \$250 in the aggregate under this contract to correct code violations when effecting approved repairs or replacements. The Company may, at its option, pay the contract holder in lieu of performing the work.

□ SUBTERRANEAN TERMITE TREATMENT

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

Contract Holder (either seller or buyer) 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.

ADDITIONAL COVERAGE FOR BUYER

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

□ 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, refrigerators which contain more than one compressor, refrigerators defined as built-in by the manufacturer, stand alone freezers, refrigerators located outside kitchen area and refrigerant recapture, reclaim and disposal.

OPTIONAL COVERAGE FOR BUYER

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

NOTE FOR BUYER: The home buyer may purchase optional coverage up to 60 days from the effective date. Such coverage will not become effective until payment is received by the Company, and coverage will expire upon expiration of the basic contract coverage term.

For new construction coverage, the home buyer may purchase optional coverage at any time during the contract term for brand new items. Such coverage will not become effective until payment is received by the Company, and coverage will expire upon expiration of the basic contract coverage term.

□ POOL / SPA EQUIPMENT

- Heating unit • Filter • Pump • Timer • Pool sweep motor and pump
- Pump motors • Bearings • Valves • Seals and gaskets
- Above ground plumbing and electrical • Impellers, switches and relays

Not Covered: All cleaning equipment, including pop up heads, turbo valves, pool sweeps, liners, lights, structural defects, solar equipment, inaccessible components, jets and fuel storage tank, disposable filtration medium, chlorinators, ozonators and other water chemistry control equipment and materials, waterfalls, ornamental fountains and their pumping systems, heat pumps.

□ 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.

□ BUILT-IN 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, stand alone freezers, refrigerators located outside kitchen area and refrigerant recapture, reclaim and disposal.

NOTE: Coverage for diagnosis, access, repair or replacement of kitchen refrigerators defined as built-in by the manufacturer and/or kitchen refrigerators which contain more than one compressor is only available under this optional coverage item and is limited under this contract to a maximum of \$2,500 in the aggregate.

□ ADDITIONAL REFRIGERATOR (including wet bar and wine refrigerators)

• 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, stand alone freezers and refrigerant recapture, reclaim and disposal.

NOTE: Coverage is limited to a maximum of \$500 per covered additional refrigerator under this contract.

□ FREE STANDING ICE MAKER

• All parts and components which effect the primary function of the ice maker and ice and water dispenser, except;
Not Covered: Filters, removable components which do not effect the primary function, interior thermal shells, insulation and refrigerant recapture, reclaim and disposal.

NOTE: Coverage is limited under this contract to a maximum of \$500 in the aggregate.

□ FREE STANDING FREEZER

• 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 and refrigerant recapture, reclaim and disposal.

NOTE: Coverage is limited under this contract to a maximum of \$500 in the aggregate.

□ 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 geothermal and/or water source heat pumps, improper installation, access to repair well pump system.

□ SEPTIC TANK PUMPING

• One time pumping per contract if the stoppage is due to septic tank backup.
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.

□ LIMITED ROOF LEAK COVERAGE

• Leaks caused by rain to tar and gravel, tile, shingle, shake and composition roofs over occupied living areas will be repaired as long as leaks are caused by normal wear and tear and the roof was in good, water tight condition at the start of coverage. If replacement of the existing roof, in whole or in part, is necessary, the Company's liability 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 is not covered by this contract.

Company will direct a technician to contact you for an appointment or, at its option, may authorize you to contact a technician directly. If you are authorized to contact a technician directly, you will be given a spending limit established by the 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.
- Limited Roof Leak Coverage is limited under this contract to a maximum of \$750 in the aggregate.
- Limited Roof Leak Coverage is not renewable.
- Limited Roof Leak Coverage is not available for new construction.

SEPTIC TANK SYSTEM

- Aerobic pump • Jet pump • Sewage ejector pump • Septic tank and sewer line from house to septic tank
- Not Covered:** *Seepage pits, leach lines, leach beds, lateral lines, clean out, and pumping of septic tank.*

NOTE: Coverage for diagnosis, access, repair or replacement of septic tank, sewer lines from house to septic tank, sewage ejector, jet, and aerobic pumps is limited to a maximum of \$500 in the aggregate.

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. Company's liability is limited to failure of systems due to normal wear and tear. Cosmetic defects are not covered.
4. Company is not liable or responsible for consequential, incidental and/or secondary damage or loss resulting from the malfunction of any covered item, or a Service Contractor's delay or neglect in providing, or failing to provide, repair or replacement of a covered item, including, but not limited to, personal and/or property damage, food spoilage, additional living expenses, utility bills, loss of income.
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. 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 gaining or closing access to covered items except where noted in this contract. 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, paint, wall, or floor coverings, or the like.
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. Pathogenic organisms mean any bacteria, yeasts, mildew, virus, fungi, mold, or their spores, mycotoxins or other metabolic products.
8. This contract covers only single family residential-use resale and new construction property, under 5,000 square feet, unless amended by the Company. Resale and new construction 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 premises converted into a business 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 covered items must be domestic or commercial grade and specified by the manufacturer for residential use.
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 perform routine maintenance. The contract holder is responsible for cleaning and routine maintenance as specified by the manufacturer of the equipment.

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 applicable service call fee for each separate trade call (there is a one time \$200 service call fee per contract for termite treatment). 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 processing of 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.

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 non-cancellable 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, 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.

Arkansas and Georgia Residents Only: See Miscellaneous section for cancellation information.

DUTIES OF THE CONTRACT HOLDER

To maintain coverage, the Contract Holder must do the following: (i) Protect appliances/systems from further damage should a failure occur; (ii) Report claims promptly to First American on the toll free number given in this contract; (iii) Install all appliances/systems in accordance with the manufacturer's specifications. (iv) Maintain all appliances/systems in accordance with the manufacturer's specification including performing normal, routine maintenance.

MISCELLANEOUS

ARKANSAS RESIDENTS ONLY:

If the contract is returned for cancellation within twenty (20) days of the time this contract is mailed or within ten (10) days of the delivery to the contract holder and no claim has been made, this contract is deemed void and the provider shall refund the contract holder with the full purchase price. If a claim has been made, any refund due may be credited to any outstanding balance of the amount and any excess shall be refunded to the contract holder. The right to void the 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 the provider. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the contract to the provider. If the provider cancels the contract, the provider shall mail a written notice to the contract holder at the last known address of the contract holder contained in the records of the provider at least fifteen (15) days prior to cancellation and the reason for the cancellation.

Prior notice for cancellation is not required by the provider for the following reasons:

- A. Nonpayment of contract fees;
- B. Fraud or misrepresentation of facts material to the issuance of the contract; or
- C. Substantial breach of duties by the contract holder relating to the covered product or its use. If the contract is canceled by the provider, the contract holder shall be entitled to a pro rata refund of the paid contract fees for the unexpired term, less any balance owed to provider including claim costs.

If the contract is canceled by the contract holder, the contract holder shall be entitled to a pro rata refund of the paid contract fees for the unexpired term, less administrative fees of up to \$25 for issuance of this contract, less any balance owed to provider including claim costs.

Obligations of the provider under this service contract are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a service contract reimbursement insurance policy.

GEORGIA RESIDENTS ONLY:

THIS IS NOT A CONTRACT OF INSURANCE. If the Company fails to pay any valid claim within sixty (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 the face of the contract.

TERMINATION AND CANCELLATION:

- A. This contract is noncancellable by Company except that (i) If a homeowner fails to pay the trade service fee to representative, Company shall have the right to cancel this Contract; (ii) Company may cancel this Contract in the event of fraud or of material misrepresentation by homeowner of any fact or circumstance relating to the appliances or systems covered by this Contract. If Company cancels this Contract; such cancellation shall be in writing and shall conform to the requirement of Section 33-24-44 of the Georgia Insurance Code.
- B. The homeowner covered under this Contract may cancel the 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 covered homeowner the excess of paid charges above the customary short rates for the expired term.