

## FIRST AMERICAN RESIDENTIAL SERVICE CONTRACT

### SHOULD YOU NEED SERVICE

PLEASE READ YOUR COVERAGE CAREFULLY and then place your claim at [www.firstam.com/warranty](http://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 \$60 service call fee when the technician arrives at your home.

### IMPORTANT

This contract covers only the items mentioned as covered and excludes all others. **This contract excludes all pre-existing conditions;** 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 Well Pump, Pressure Regulator, Air Conditioning and Pool/Spa Equipment). This contract provides coverage for covered systems and appliances which malfunction due to lack of maintenance, rust, corrosion and chemical or sedimentary build-up. Coverage is only provided for malfunctions which occur and are reported to First American Home Buyers Protection (Company) during the term of this contract. You must call us for service prior to the expiration of this contract. **The Company will not reimburse you for services performed without approval.**

### TIMING OF COVERAGE

Coverage starts on the date indicated on the face of this contract and continues for 12 months from that date, as long as payments are received by payment due dates. Contract shall be cancelable by Company for non-payment of contract fees, fraud or misrepresentation.

Offer for future coverage is at the sole option of the Company where permitted by state law. If the Company elects to renew your contract, the Company will notify you of applicable rates and terms for renewal during the tenth month of coverage. If the monthly payment option is selected, and the Company elects to renew your contract, the Company will notify you of prevailing rates and terms of renewal during the tenth month of your contract and you will automatically be renewed for an additional annual period of coverage, unless you notify the Company in writing 30 days prior to the expiration of the contract. Your first payment for the next contract will be construed as authorization for another 12-month contract.

### BASIC PLAN COVERAGE

The following items are covered by this contract. We show examples of items "not covered" to assist your understanding of the contract. Please review carefully the Limits of Liability section, as well as the Options Ordered section on the front panel of this contract.

- KITCHEN APPLIANCES
  - Dishwasher: All parts and components.
  - Garbage Disposal: All parts and components.
  - Instant Hot Water Dispenser: All parts and components.
  - Oven/Range/Cooktop: All parts and components, except;

**Not Covered: Door glass, lights, meat probe assemblies and magnetic induction units.**

- Microwave Oven (built-in only): All parts and components, except;
- Not Covered: Rotisserie, lights, handles, meat probe assemblies and removable trays.**

- Trash Compactor: All parts and components, except;
- Not Covered: Lock/key assemblies.**

- KITCHEN REFRIGERATOR (Built-in or Free Standing)
  - All parts and components, except;

**Not Covered: Insulation, racks, shelves, handles, lights, ice crushers, beverage dispensers and their respective equipment, interior thermal shells, food spoilage, stand alone freezers and refrigerators located outside kitchen area.**

#### NOTE:

- Coverage is for any one of the following types of kitchen refrigerator/freezer units and is limited under this contract to a maximum of \$2,500: 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.

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- Repair or replacement of ice makers will only be completed when parts are available.

#### ■ CLOTHES WASHER AND DRYER

- All parts and components, except;
- Not Covered: Plastic mini-tubs, soap dispensers, filter and lint screens, venting and damage to clothing.**

#### ■ ATTIC AND EXHAUST FANS

- All parts and components.
- #### ■ CEILING FANS
- All parts and components, except;

**Not Covered: Light kits and remote transmitters.**

#### ■ SMOKE DETECTORS

- All parts and components of both battery operated and hard wired smoke detectors.

### PREMIER PLAN COVERAGE

The following items are covered in addition to the Basic Plan Coverage upon receipt of additional contract fee for Premier Plan Coverage.

**NOTE:** The contract holder may purchase Premier Plan Coverage up to 30 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 Plan Coverage term.

#### ■ PLUMBING

- Circulating hot water pump
  - Shower head and shower arm
  - Toilet tanks, bowls and mechanisms
  - Whirlpool bath motor, pump and air switch assemblies
  - Valves: shower, tub, diverter, riser, angle stop and gate valves
  - Faucets (chrome builder's standard used when replacement is required)
  - Leaks and breaks of water, drain, gas, vent or sewer lines (except caused by freezing)
  - Permanently installed sump pumps within perimeter of main foundation or garage (ground water only)
- Hose bibbs
  - Pressure regulators

**Not Covered: Fixtures, filter, shower enclosure and base pan, caulking and grouting, septic tank, 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.

- Toilet tanks, bowls and mechanisms will be replaced with like quality up to \$600 per occurrence.

#### ■ PLUMBING STOPPAGES

- Clearing of stoppages in sink, tub, shower drains and water closets (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, except;

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

#### ■ HEATING

- Heating elements
  - Baseboard convectors
  - Heat pump refrigerant
  - Gas, electrical, oil furnaces
  - Hydronic circulating pumps
- Filters
  - Registers
  - Radiators
  - Gas valves
  - Thermostats (including base)
- Grills
  - Heat pump
  - Heat lamps

**Not Covered: Auxiliary space heaters, cable heat, mini-split ductless systems (including heat pump versions), electronic air cleaners, fuel storage tanks, fireplaces and key valves, humidifiers, baseboard casings, chimneys, flues and vents, underground or outside components and piping for geothermal and/or water source heat**

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pumps, well pumps and well pump components for geothermal and/or water source heat pumps and grain, pellet, or wood heating units (even if only source of heating) and electronic, computerized, pneumatic and manual system management and zone controllers.

#### 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 applies.
  - 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.
- #### ■ DUCTWORK
- Ductwork from the heating or cooling unit to the connection at register or grill, grills and registers.

**Not Covered: Insulation, dampers, ductwork where asbestos is present, 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.**

**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.

#### ■ WATER HEATER (Includes tankless water heaters)

- All parts and components, except;

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

#### ■ ELECTRICAL

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

**Not Covered: Door bells, intercom, fixtures, alarms, inadequate wiring capacity, sensor, relay, low voltage systems, timed circuits, phone jacks, wiring which is the property of the phone company and audio/video/ computer/intercom/alarm or security cable or wiring.**

#### ■ GARAGE DOOR OPENERS

- Switches
  - Track assembly
  - Remote transmitters
- Hinges
  - Capacitor
  - Receiver unit
- Carriage
  - Push arm
  - Springs

**Not Covered: Doors and adjustments.**

**NOTE:** The Company will not proceed with diagnosis, repair or replacement of a unit until current safety standards are met.

#### ■ CENTRAL VACUUM SYSTEM

- All parts and components, except;

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

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

### OPTIONAL COVERAGE

Available upon payment of additional contract fee with either the Basic Plan Coverage or Premier Plan Coverage.

**NOTE:** The contract holder may purchase optional coverage up to 30 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 Plan Coverage term.

#### ■ CENTRAL AIR CONDITIONING

- Refrigeration System (includes heat pump)
    - Thermostats
    - Condensing unit
    - Liquid and suction line dryers
    - Fuses, breakers, disconnect boxes and wiring
    - Evaporator coils (including thermostatic expansion valves)
    - Evaporative Cooler
  - Window Units
  - Built-in Electric Wall Units
- Not Covered: Mini-split ductless systems (including heat pump versions), electronic air cleaners, gas air conditioners, underground or outside piping and components for geothermal and/or water source**

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heat pumps, humidifiers, cooler pads and roof jacks or stands and electronic, computerized, pneumatic and manual system management and zone controllers.

#### 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 expansion valves.

• 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.

#### ■ POOL/SPA EQUIPMENT

- Salt water cell
  - Circuit board
  - Pool sweep motor and pump
  - Above ground plumbing and electrical
- Pump motors
  - Heating units
  - Timer
  - Filter
  - Valves

**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 tanks, electronic, computerized, pneumatic and manual system management and zone controllers, disposable filtration medium, chlorinators, ozonators and other water chemistry control equipment and materials, waterfalls, ornamental fountains and their pumping systems, 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 under this contract to a maximum of \$1,500 in the aggregate.

#### ■ ADDITIONAL REFRIGERATION

This option provides coverage for the following appliances with a combined total of four appliances: additional refrigerator, wet bar refrigerator, wine refrigerator, free standing freezer and free standing ice maker.

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

**Not Covered: Kitchen Refrigerator, insulation, racks, shelves, handles, lights, ice makers, ice crushers, beverage dispensers and their respective equipment, interior thermal shells and food spoilage.**

- Free standing ice maker
- All parts and components 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 and insulation.**

**NOTE:** Coverage is provided for up to four additional refrigeration systems and is limited to a total maximum of \$1,000 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 and access to repair well pump system.**

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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, 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 or appliances 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 or 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 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. The Company will not be responsible for any other 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 construction, carpentry or 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 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 property, under 5,000 square feet, unless amended by the Company. Homes over 5,000 square feet, multiple units, mother-in-law units, guest houses and other structures are covered if the appropriate fee is paid. This coverage is for owned or rented residential property, not for commercial property or 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.

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- 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.
14. 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.
15. 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, Limit of Liability #6 applies.

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. The services contracted for will be initiated under normal circumstances by the service company within 48 hours after request is made by the holder of the contract. The Company will consider it an emergency when failure of a covered item renders the home uninhabitable; in these instances, the Company will make reasonable efforts to expedite emergency service. 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. Should you have concerns regarding the services provided or contractor assigned, please call our Customer Service Department.
2. The customer pays the \$60 service call fee for each separate trade call. Trade call means each visit by an approved contractor, unless multiple visits are required to remedy the same problem. The Company warrants its work for 30 days. If the item fails outside this time period, an additional service fee will be charged. Failure to pay the service call fee may delay 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.
5. 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.

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 (800) 992-3400 in order to transfer coverage to the new owner.

CANCELLATION

A home service contract is noncancelable by the Company 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. This contract provides for a 30-day review period for the first one-year term of coverage and may be cancelled up to the 30th day from the

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effective date in the first one-year term for a full refund provided no claims have been made. If a claim has been made, or if the contract is cancelled at any other time by mutual consent of the homeowner and First American Home Buyers Protection, the provider of funds shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less a \$45 administrative fee and all service costs incurred by the Company.

DUTIES OF THE CONTRACT HOLDER

The contract holder is responsible for the following: (i) Protecting appliances/systems from further damage should a failure occur; (ii) Reporting claims promptly to First American on the toll free number given in this contract; (iii) Installing all appliances/systems in accordance with the manufacturer's specifications and (iv) Maintaining all appliances/systems in accordance with the manufacturer's specifications, including performing normal, routine maintenance.

MISCELLANEOUS

This contract is issued pursuant to a license granted by the Texas Real Estate Commission, and complaints in connection with this contract may be directed to the commission at P.O. Box 12188, Austin, Texas 78711-2188 (512) 936-3049. The purchase of a home warranty contract is optional and similar coverage may be purchased through other residential service companies or insurance companies authorized to transact business in Texas.

YOU MAY CANCEL THIS PURCHASE WITHIN SEVEN DAYS OF THE START DATE AND RECEIVE A FULL REFUND WITHIN 30 DAYS. SHOULD THE CONTRACT BE CANCELLED AFTER SEVEN DAYS FROM THE START DATE, A PRO RATA REFUND WILL BE ISSUED FOR ANY SERVICES NOT YET PERFORMED, LESS A \$45 ADMINISTRATIVE FEE AND ALL SERVICE COSTS INCURRED BY THE COMPANY.

\*\*TEXAS RESIDENTS ONLY - NOTICE: YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER TEXAS DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE §1303.304.

Signature
(Please retain this document for your use during the coverage term.)

Contract Number:

Effective Date:

Contract Holder:

Covered Address:

Options Ordered:

\*\*See important notices on back panel