

TERMS OF COVERAGE

- 1.** If a covered system and/or appliance fails during the contract term, **the contract holder must contact Fidelity National Home Warranty's (FNHW) toll-free Customer Service Department at 1-800-308-1420. Calls are received 24 hours a day - 7 days a week. Should the contract holder contract directly with others, or do the work themselves, FNHW will not be responsible for reimbursement of that cost.** Upon receiving a request for service, FNHW will contact a qualified contractor within 3 hours during normal business hours, and 48 hours on weekends and holidays. The contractor will then call the contract holder directly to schedule a mutually convenient appointment during normal business hours. FNHW will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If contract holder should request FNHW to perform non-emergency service outside normal business hours, the contract holder will be responsible for payment of additional fees, including overtime.
- 2.** Should FNHW grant the contract holder authorization to contact an independent contractor directly to perform a covered service, FNHW will provide reimbursement based on the following conditions:
 - a. Contract holder selects a contractor that is qualified and insured.
 - b. Contractor provides fair and reasonable rates on parts and labor.
 - c. Contract holder **must contact FNHW** to confirm that service work is covered under the warranty contract by calling FNHW at 1-800-208-3151 once contractor arrives at the property, and **prior** to contractor performing any repairs for which contract holder may seek reimbursement.
- 3. SERVICE CALL FEE:** There is a \$50.00 service fee for each trade call, paid to the contractor at the time of service (i.e., if you need a plumber and an appliance technician, each will require a separate service fee). Failure to pay the service fee will result in suspension of coverage until such time as the proper fee is paid. Upon receipt of that payment, coverage will be reinstated for the remainder of the contract term. Service requests must be received prior to the expiration of the contract term.
- 4. Service work** is guaranteed (without an additional service fee) for 30 days on labor and 90 days on parts. The 30/90 day guarantee only applies to malfunctions that are reported to FNHW during the term of this contract. Pest control service work is guaranteed for 30 days from the original date of service.
- 5. Buyer's Coverage** starts at the close of escrow and continues for one year provided the contract premium is paid at the close of escrow. When contract premium has not been received by FNHW, service will be dispatched once premium payment can be verified by the closing agency and/or another source of premium payment is made (i.e., credit card).
- 6. Coverage for new construction home buyers:** Plan coverage and any optional coverage begins on the first anniversary of the close of escrow and continues for 4 years from that date, provided the plan fee is received by FNHW within 10 working days from the close of escrow. All systems and appliances to be covered must be in good working condition at the time coverage begins on the first anniversary after the close of escrow. Anytime during the first year of coverage, the contract holder may call FNHW for assistance in the event of a problem with the systems or appliances generally described in this plan. FNHW will assist the contract holder in contacting the manufacturer or contact the manufacturer on the contract holder's behalf to determine the remedies available to the contract holder under the manufacturer's warranty for the system or appliance associated with the contract holder's claim.
- 7.** This contract covers single-family dwellings under 5,000 square feet, unless amended by FNHW prior to the close of escrow (i.e., homes in excess of 5,000 square feet, guest houses or the like, and other detached structures). Coverage begins when appropriate fees are paid. Covered dwellings cannot be used for commercial purposes (i.e., day care centers, nursing care homes, fraternity/sorority houses, etc.).
- 8. This contract covers only those parts, systems and/or appliances specifically mentioned as covered and excludes all others.** Covered systems and/or appliances must be located within the main foundation of the home or garage except for exterior well pump, air conditioner, pressure regulator, waste/stop valves, and swimming pool/spa equipment. All coverage is subject to limitations and conditions mentioned in this contract.
- 9. Seller's Coverage** begins upon receipt of a confirmation number from FNHW and continues for 180 days, close of escrow, or termination of initial listing (whichever comes first). Seller's Coverage excludes heating, optional coverages, and comprehensive covered items, and is not available on multiple units or homes over 5,000 square feet. The Seller's Coverage period may be extended at the sole discretion of FNHW.
- 10.** Malfunction and improper operation due to rust or corrosion of appliances, heating system, air conditioning system/coolers, or pool/spa equipment, and collapsed ductwork are not covered for the seller, or for the buyer for the first 30 days after the close of escrow.
- 11.** Covered systems and/or appliances must be in good working order at the start of coverage. Unknown pre-existing conditions will be covered if, at the time coverage began, the defect or malfunction would not have been known to the buyer, seller, agent, or home inspector by a visual inspection and/or by operating the system or appliance. Known defects found at the time of a home inspection report are excluded from coverage until proof of repair is received by FNHW.

* Seasonal Energy Efficiency Ratio

Fidelity National Home Warranty (FNHW) Contract Coverages



Standard Buyer's Coverage

PLUMBING SYSTEM & STOPPAGES

Covered Items: Repair of leaks and breaks in water, waste, vent, or gas lines within the perimeter of the main foundation of the home or garage - shower/tub valves (replaced with chrome builder's standard) - angle stops - gate valves - waste and stop valves - toilet tanks, bowls, and working mechanisms (replacement toilets will be white builder's standard) - wax ring seals - permanently installed sump pumps - built-in whirlpool bathtub motor pump assemblies - mainline stoppages which can be cleared with standard sewer cable (125') through an existing, accessible, ground level mainline cleanout without excavation - pressure regulators - pop-up assemblies.

NOT COVERED: STOPPAGES AND/OR COLLAPSE OF WATER, DRAIN, OR GAS LINES CAUSED BY ROOTS OR FREEZING - SHOWERHEADS - SHOWER ARMS - FIXTURES - FAUCETS - BATHTUBS - SINKS - SHOWER ENCLOSURES AND BASE PANS - CAULKING AND GROUTING - HOSE BIBS - SEWAGE EJECTOR PUMPS - TOILET SEATS AND LIDS - SEPTIC TANKS - WATER SOFTENERS - SUPPLY RESTRICTIONS DUE TO RUST OR CHEMICAL DEPOSITS - SAUNAS - STEAM ROOMS - BIDETS - WHIRLPOOL BATHTUB JET PLUMBING - INDOOR/OUTDOOR SPRINKLER SYSTEMS - BOOSTER PUMPS - CONDITIONS OF ELECTROLYSIS.

Limits: With respect to concrete-encased or inaccessible plumbing lines, access, diagnosis, and repair is limited to \$1,000.00 aggregate per contract. FNHW will provide access through unobstructed walls, ceilings, floors, concrete slabs and the like, and will return all openings made for access to a rough finish only, subject to the \$1,000.00 limit indicated. FNHW is not responsible for trim, texture, paint, wallpaper, tile, carpet, or the like.

WATER HEATER (Gas or electric)

Covered Items: All parts and components that affect operation (including recirculating pumps).

NOT COVERED: SOLAR UNITS AND/OR COMPONENTS - HOLDING TANKS - SOUNDS CAUSED BY SEDIMENT - FLUES AND VENTS.

HEATING SYSTEM (Main source of heat to home)

Covered Items: All parts and components that affect the operation of the heating unit including the heat pump. If FNHW determines that the replacement of a heat pump-split system type of heating unit is required, FNHW will replace with a unit that meets 13 SEER requirements, including replacing any covered components that are necessary to maintain compatibility with the replacement unit, including the air handler, evaporative coil, transition, plenum, indoor electrical, duct connection, accessible refrigerant and condensate drain lines, and thermostatic expansion valve.

NOT COVERED: SOLAR HEATING SYSTEMS - GEOTHERMAL SYSTEMS - GLYCOL SYSTEMS - PORTABLE AND FREE-STANDING UNITS - HUMIDIFIERS AND ELECTRONIC AIR CLEANERS - FUEL AND WATER STORAGE TANKS - REGISTERS AND GRILLS - FILTERS - HEAT LAMPS - FIREPLACES - WOOD OR PELLET STOVES (EVEN IF ONLY SOURCE OF HEATING) - CHIMNEYS - FLUES - VENTS - FIREPLACE INSERTS AND KEY VALVES - CABLE HEAT (IN CEILING) - CLOCKS - TIMERS - OUTSIDE OR UNDERGROUND PIPING AND COMPONENTS FOR GEOTHERMAL AND/OR WATER SOURCE HEAT PUMPS - WELL PUMP AND WELL PUMP COMPONENTS FOR GEOTHERMAL AND/OR WATER SOURCE HEAT PUMPS - INACCESSIBLE REFRIGERANT AND CONDENSATE DRAIN LINES.

Limits: FNHW will pay no more than \$1,500.00 aggregate per contract term for access, diagnosis, and repair or replacement of any hot water, radiant heat, steam circulating, air transfer, diesel or hydraulic heating systems.

Optional HVAC Coverage: Seller may pay an additional premium during the listing period for Optional Heating and Air Conditioning Coverage (HVAC), which is subject to a combined aggregate of \$1,000.00 for diagnosis, repair and/or replacement.

DUCTWORK

Covered Items: Ducts from heating and/or cooling unit to connection at register or grill.

NOT COVERED: REGISTERS - GRILLS - DAMPERS - INSULATION - IMPROPERLY SIZED DUCTWORK - COLLAPSED OR CRUSHED DUCTWORK - DUCTWORK WHERE ASBESTOS IS PRESENT - DUCTWORK DAMAGED BY MOISTURE - COSTS FOR INSPECTIONS, DIAGNOSTIC TESTING, VERIFICATION AND PERMITS AS REQUIRED BY ANY FEDERAL, STATE, OR LOCAL LAW, REGULATION OR ORDINANCE.

Limits: FNHW will not pay in excess of \$500.00 aggregate per contract term for access, diagnosis, and repair or replacement of concrete-encased or inaccessible ductwork. Openings made for access to concrete-encased or inaccessible ductwork will be closed to a rough finish only and subject to the \$500.00 limit indicated.

ELECTRICAL SYSTEM

Covered Items: All parts and components that affect operation.

NOT COVERED: FIXTURES - ALARMS - INTERCOMS - INADEQUATE WIRING CAPACITY - POWER FAILURE OR SURGE - LOW VOLTAGE WIRING - DIRECT CURRENT (D.C.) WIRING OR COMPONENTS.

TELEPHONE WIRING

Covered Items: Telephone wiring used primarily for residential telephone service located within the walls of the main dwelling.

NOT COVERED: TELEPHONE JACKS - PLUGS - LIGHTS - TRANSFORMERS AND OTHER POWER UNITS - COVER PLATES - TELEPHONE UNITS - ANSWERING DEVICES - BURGLAR ALARM AND CIRCUITS - TELEPHONE FUSES - WIRING WHICH IS THE PROPERTY OF A TELEPHONE COMPANY.

CENTRAL VACUUM SYSTEM

Covered Items: All parts and components that affect operation.

NOT COVERED: REMOVABLE HOSES - ACCESSORIES - CLOGGED PIPES.

Limits: FNHW is not responsible for the cost of gaining access to, or closing access from the floor or walls either to locate the cause of malfunction or to affect repair or replacement.

GARAGE DOOR OPENER

Covered Items: Wiring - motor - switches - receiver unit - track drive assembly.

NOT COVERED: GARAGE DOORS - HINGES - SPRINGS - ROLLERS - GUIDES - REMOTE TRANSMITTERS.

CEILING, EXHAUST & ATTIC FANS (Built-in)

Covered Items: All parts and components that affect operation (replaced with builder's standard).

DOORBELL & SMOKE DETECTORS

Covered Items: All parts and components that affect operation.

DISHWASHER (Built-in or freestanding)

Covered Items: All parts and components that affect operation.

NOT COVERED: RACKS - ROLLERS - BASKETS.

RANGE, OVEN, COOKTOP (Gas or electric; built-in or freestanding)

Covered Items: All parts and components that affect operation. (Sensi-heat burners replaced with standard burners.)

NOT COVERED: MEAT PROBE ASSEMBLIES - LIGHT SOCKETS - INDOOR BARBECUE - CLOCKS (UNLESS IT AFFECTS THE OPERATION OF THE UNIT) - ROTIS-SERIES - RACKS - HANDLES - KNOBS - DIALS - INTERIOR LINING.

MICROWAVE OVEN (Built-in)

Covered Items: All parts and components that affect operation.

NOT COVERED: PORTABLE OR COUNTERTOP UNITS - MEAT PROBE ASSEMBLIES - ROTISERIES - INTERIOR LINING - DOOR GLASS - CLOCKS - SHELVES.

GARBAGE DISPOSAL & INSTANT HOT WATER DISPENSER

Covered Items: All parts and components that affect operation.

TRASH COMPACTOR (Built-in or portable)

Covered Items: All parts and components that affect operation.

NOT COVERED: REMOVABLE BUCKETS - LOCK AND KEY ASSEMBLIES.

Optional Seller's HVAC Coverage

Seller may pay an additional fee for Optional Heating and Air Conditioning Coverage (HVAC) during the listing period, which is subject to a combined aggregate of \$1,000.00 for diagnosis, repair and/or replacement. This Seller's HVAC Option **must be ordered upon issuance of a confirmation number provided by FNHW and is due and payable at the close of escrow.** In the event the home listed does not close escrow, is withdrawn from market, or the initial listing is terminated, a fee of \$60.00 will be billed directly to the home seller and is due and payable upon receipt (w/o service no charge). The Seller's Coverage period may be extended at the sole discretion of FNHW.

Optional Buyer's Coverage

The contract holder may purchase any of the optional covered items up to 30 days after the close of escrow, providing systems and/or appliances are in good working order. Coverage shall commence upon receipt of premium and will expire one year after the close of escrow. Optional Buyer's Coverage is subject to the same Terms of Coverage and Limits of Liability of this contract.

AIR CONDITIONING/EVAPORATIVE COOLER OPTION (Electric; includes built-in wall units)

Covered Items: All parts and components that affect the operation of the system - refrigerant recovery. If FNHW determines that replacing an air conditioning system is required, FNHW will replace with a unit that meets 13 SEER requirements, including replacing any covered components that are necessary to maintain compatibility with the replacement unit, including the indoor furnace or air handler, evaporative coil, transition, plenum, indoor electrical, duct connection, accessible refrigerant and condensate drain lines and thermostatic expansion valve.

NOT COVERED: HUMIDIFIERS AND ELECTRONIC AIR CLEANERS - INACCESSIBLE REFRIGERANT AND CONDENSATE DRAIN LINES - FILTERS - REGISTERS AND GRILLS - WINDOW UNITS - CONDENSER HOUSING - GAS OR PROPANE AIR CONDITIONERS - GENERAL MAINTENANCE AND CLEANING - ROOF JACKS OR STANDS - EVAPORATIVE COOLER PADS - WATER TOWERS - CHILLERS - IMPROPERLY SIZED AIR CONDITIONING UNITS - WATER COOLED CONDENSERS OR GEOTHERMAL UNITS - PRE-COOLERS - WELL PUMP AND WELL PUMP COMPONENTS FOR GEOTHERMAL AND/OR GAS OR WATER SOURCE HEAT PUMPS.

Limits: The air conditioning unit/evaporative cooler cannot exceed a 5-ton capacity.

Optional HVAC Coverage: Seller may pay an additional premium during the listing period for Optional Heating and Air Conditioning Coverage (HVAC) which is subject to a combined aggregate of \$1,000.00 for diagnosis, repair and/or replacement.

SWIMMING POOL AND/OR SPA EQUIPMENT OPTION

Covered Items: All above ground and accessible parts and components of the filtration, pumping and heating system (including the pool sweep pump, pump motor, blower motor and timer).

NOT COVERED: LIGHTS - SOLAR RELATED EQUIPMENT - UNDERGROUND WATER, GAS, AND ELECTRICAL LINES - SKIMMERS - CHLORINATOR OR OZINATOR - FOUNTAINS - STRUCTURAL AND/OR COSMETIC DEFECTS - DAMAGE DUE TO LACK OF GENERAL MAINTENANCE OR IMPROPER CHEMICAL BALANCE - COST OF ACCESS TO MAKE REPAIRS OR REPLACEMENTS - INACCESSIBLE PORTION OF THE SPA JETS - POP-UP HEADS - TURBO OR MOTORIZED VALVES - ELECTRONIC/COMPUTERIZED CONTROLS AND/OR CONTROL PANELS - POOL SWEEPS AND RELATED CLEANING EQUIPMENT.

Limits: Both pool and spa are covered when utilizing common equipment. If they do not utilize common equipment, then an additional premium is required for the second set of equipment (i.e., pool and portable hot tub or spa).

WASHER & DRYER PACKAGE OPTION

Covered Items: All parts and components that affect the operation of washer and/or dryer.

NOT COVERED: KNOBS - DIALS - TOUCH PADS - PLASTIC MINI TUBS - LINT SCREENS - VENTING - DISPENSERS - DAMAGE TO CLOTHING.

KITCHEN OR WET BAR REFRIGERATOR OPTION

Covered Items: All parts and components that affect the operation of the unit.

NOT COVERED: ICEMAKER - ICE CRUSHERS - BEVERAGE DISPENSERS AND RELATED EQUIPMENT - INTERNAL THERMAL SHELLS - RACKS - SHELVES - FOOD SPOILAGE - FREEZERS THAT ARE NOT AN INTEGRAL PART OF THE REFRIGERATOR.

Limits: Kitchen refrigerator must be located within kitchen area. An additional premium is required for built-in refrigerator (Sub-Zero type).

BUILT-IN REFRIGERATOR OPTION

Note: Built-in Refrigerator option extends coverage to both compressors on a built-in (Sub-Zero type) refrigerator.

Covered Items: All parts and components that affect the operation of the unit.

NOT COVERED: ICEMAKER - ICE CRUSHERS - BEVERAGE DISPENSERS AND RELATED EQUIPMENT - INTERNAL THERMAL SHELLS - RACKS - SHELVES - FOOD SPOILAGE.

Limits: Built-in refrigerator must be located within kitchen area.

WELL PUMP OPTION (Must be only source of domestic water)

Covered Items: All parts and components that affect the operation of the unit.

NOT COVERED: HOLDING OR STORAGE TANKS - PRESSURE TANKS - BOOSTER PUMPS - ACCESS TO REMOVE AND/OR REPAIR WELL PUMP SYSTEM - ALL PIPING AND ELECTRICAL LINES - WELL CASING - REDRILLING WELLS - DAMAGE DUE TO LOW WATER TABLE.

SEPTIC TANK PUMPING OPTION

Covered Items: The clearing of mainline stoppages that can be cleared through an existing cleanout access without excavation.

NOT COVERED: COLLAPSED OR BROKEN WASTE LINES OUTSIDE THE FOUNDATION - STOPPAGES OR ROOTS THAT PREVENT THE EFFECTIVE USE OF AN EXTERNALLY APPLIED SEWER CABLE - THE COST OF FINDING OR GAINING ACCESS TO THE SEPTIC TANK - THE COST OF SEWER HOOK-UPS - DISPOSAL OF WASTE - CHEMICAL TREATMENT OF THE SEPTIC TANK AND/OR WASTE LINES - TANKS - LEACH LINES - CESSPOOLS - MECHANICAL PUMPS OR EJECTORS.

Limits: If the stoppage is due to a full septic tank, FNHW will pump the septic tank once during the contract coverage period. Coverage is only in effect with the provision that a septic certification was completed within 90 days prior to the close of escrow. A copy of the certification will need to be supplied to FNHW prior to service dispatch. (Non-renewable coverage; not available on Direct to Consumer contracts.)

SEWAGE EJECTOR PUMP OPTION

Covered Items: All parts and components that affect operation.

NOT COVERED: BASINS AND ANY COSTS ASSOCIATED WITH LOCATING OR GAINING ACCESS TO, OR CLOSING ACCESS FROM THE SEWAGE EJECTOR PUMP.

Limits: FNHW will pay no more than \$500.00 maximum for repair and/or replacement of the sewage ejector pump. Coverage is limited to one sewage ejector pump per contract.

Comprehensive Option

Covered Items: Plumbing faucets (replaced with chrome builder's standard), showerheads, shower arms, hose bibs. Replacement toilets will be of like quality. Garage door opener, hinges, springs, remote transmitters. Water heater sounds caused by sediment. Heating system registers and grills, filters, heat lamps. Replacement of ceiling fans will be of like quality. Dishwasher racks, rollers, baskets. Range and/or oven and/or cooktop clocks, rotisseries, racks, handles, knobs, dials, interior lining. Microwave oven interior lining, door glass, clocks, shelves. Trash compactor, removable buckets, lock and key assemblies.

With purchase of the Air Conditioner/Evaporative Cooler option and/or Built-in, Kitchen and/or Wet Bar Refrigerator option, coverage is extended to include the following items:

AIR CONDITIONING/EVAPORATIVE COOLER OPTION: Filters - registers and grills - window units - condenser housing.

BUILT-IN, KITCHEN AND/OR WET BAR REFRIGERATOR OPTION: Icemaker, provided parts are available. In cases where parts are not available, FNHW's obligation is limited to cash in lieu of repair based on the cost of replacement parts.

Fidelity National Home Warranty (FNHW) Contract Coverages



Comprehensive Plus Plan

When purchased, the Comprehensive Plus Plan includes the following coverages:

- Standard Plan
- Comprehensive Option
- Air Conditioning/Evaporative Cooler Option

LIMITS OF LIABILITY

1. FNHW's liability is limited to failures due to normal wear and tear during the term of the contract.
2. FNHW has the right to a second opinion. The contract holder may order their own second opinion, but shall be responsible for that cost.
3. FNHW will determine whether a covered item will be repaired or replaced. Except as otherwise noted in this contract, replacements will be of similar features, capacity, and efficiency as the item being replaced. FNHW is not responsible for matching brand, color and/or dimensions. When parts are necessary for completion of service, FNHW will not be responsible for delays that may occur in obtaining those parts. FNHW reserves the right to repair systems and appliances with non-original manufacturers' parts, including rebuilt or refurbished parts. Repairs and/or replacements that are subject to a manufacturer's warranty are excluded from this contract. FNHW is not responsible or liable for the disposal cost(s) of appliances, systems, equipment, and/or components of equipment including refrigerant, contaminants, and/or other hazardous or toxic materials.
4. When federal, state or local regulations, building and/or similar code criteria require improvements and/or additional costs to service a covered system and/or appliance, including permits, the costs to meet the proper code criteria shall be the sole responsibility of the contract holder, except where otherwise noted in this contract. FNHW will be responsible for repairs and/or replacement of covered systems and/or appliances after the proper code criteria are met, except where otherwise noted in this contract. When upgrading covered systems, parts or components to maintain compatibility with equipment manufactured to be 13 SEER* compliant, FNHW is not responsible or liable for the cost of construction, carpentry, or other structural modifications made necessary by installing different equipment. FNHW is not responsible to perform service involving hazardous or toxic materials and/or conditions of asbestos.
5. FNHW is not responsible for repairs or replacement due to misuse or abuse, lack of general maintenance or cleaning, disassembled and/or missing parts, or damage due to: fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, riots, war, vandalism, animals or pests, power failure, surge and/or overload, soil movement, structural changes, design deficiency, manufacturer's recall, inadequate capacity, land subsidence, slope failure, cosmetic defects, improper previous repair or installation of appliances, systems, or components. The contract holder is responsible for providing maintenance and cleaning of covered items as specified by the manufacturer to ensure continued coverage on such items (i.e., heating and air conditioning systems require periodic cleaning and/or replacement filters. Water heaters require periodic flushing.)
6. FNHW is not responsible for consequential or secondary damages resulting from the failure of a covered system and/or appliance and/or failure to provide timely service due to conditions beyond FNHW's control, including but not limited to delays in securing parts, equipment, and/or labor difficulties.
7. FNHW is not responsible for providing access to repair or replace a covered system or appliance unless otherwise noted in this contract. When access is provided under this contract, restoration to walls, closets, floors, ceilings, or the like, will be to a rough finish only. FNHW is not responsible for the cost of modifications necessary to repair or replace a covered system or appliance, including but not limited to pipe runs, flues, ductwork, structures, electrical, or other modifications. FNHW does not cover commercial systems, appliances, or equipment modified for domestic use.
8. FNHW is not responsible for electronic, computerized, or remote energy management systems including, but not limited to, zone controlled systems, lighting, energy, security, pool/spa, entertainment/media/audio, or appliances. Solar systems and components are not covered.
9. Common systems and appliances are not covered except for a duplex, triplex, or fourplex, and unless every unit is covered by FNHW. If this contract is for a dwelling of 5 units or more, only the items contained within each individual unit are covered. Common systems and/or appliances are excluded.
10. This contract is non-cancelable by FNHW, except for: (a) non-payment of contract fees; (b) fraud or misrepresentation of facts material to the issuance of this contract; or (c) when contract is for Seller's Coverage and close of sale does not occur. If this contract is canceled, the contract holder shall be entitled to a pro-rated refund of the paid contract fee for the unexpired term, less an administrative fee and any service costs incurred by FNHW. Upon renewal, this contract is non-cancelable except for non-payment of contract fees, fraud, or misrepresentation of facts. Cancellations: **CO Residents only:** This contract is governed by the provision of the "Colorado Consumer Protection Act" or the "Unfair Practices Act," Articles 1 and 2 of Title 6 C.R.S., and the homeowner may have a right of civil action under such laws, including obtaining the recourse of penalties specified in such laws. **WA Residents only:** A contract holder may return the contract within 20 days of the date the service contract was mailed to the contract holder or within 10 days of delivery if the contract is delivered to the contract holder at the time of sale. Upon return of the contract to FNHW, the contract is void and FNHW shall refund to the contract holder or credit the account of the contract holder with the full purchase price of the contract. The right to void the contract provided in this subsection is not transferable and shall apply only to the original contract purchaser. A 10% penalty per month shall be added to a refund of the purchase price that is not paid or credited within 30 days after return of the contract to FNHW. Obligations of FNHW under this contract are backed by the full faith and credit of FNHW. **OR Residents only:** If contract is canceled the homeowner shall be entitled to a pro-rated refund of the paid contract fee for the unexpired term, less a \$25.00 administrative fee. **IL Residents only:** The contract holder may cancel the contract: (a) within 30 days after its purchase date if no service has been provided and shall be entitled to a full refund of the paid contract fee less a \$25.00 administrative fee or 10% of the contract fee, whichever is less; (b) at any other time, in which case the contract holder shall be entitled to a pro-rated refund of the contract fee (based on number of full months remaining) less the value of any service received by the contract holder and less a \$25.00 administrative fee or 10% of the contract fee, whichever is less.
11. FNHW has the right to offer cash in lieu of repair or replacement of a covered system and/or appliance in the amount of FNHW's actual cost to repair or replace such a system or appliance.
12. If the covered property re-sells prior to the expiration of the contract, call 1-800-862-6837 to transfer coverage to the new owner for the remainder of the current contract term. This contract may be continually renewed at the sole discretion of FNHW, subject to applicable rates and terms.
13. Coverage on lease options is available for the lessee only. Contract fees are due and payable to FNHW upon execution of the lease. Coverage continues for 12 months from the lease date.
14. FNHW is not responsible under any circumstances for the diagnosis, repair, removal, or remediation of mold, mildew, rot, or fungus and/or damages resulting from the above mentioned, even when caused by, or related to the malfunction, repair, or replacement of a covered system or appliance.