

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

