

Texas Home Warranty Plan

**NEW coverages,
options and prices!**

Standard Coverage NOW includes:

- **Unknown pre-existing conditions**
- **Lack of maintenance/cleaning**

**PLUS even more with the purchase of
the Comprehensive PLUS Plan...
SEE BACK COVER!**



**1-800-TOCOVER (1-800-862-6837)
www.homewarranty.com**

Comprehensive Plus Plan

NEW!! Expanded Coverage!

\$395 Comprehensive Plus Plan Includes:

Buyer's Standard Coverage

- Central Heating System
- Air Conditioning/Evaporative Cooler
- Ductwork
- Plumbing System
- Plumbing Stoppages
- Toilets
- Sump Pump (Permanently installed)
- Built-in Whirlpool Bathtub Motor Pump
- Recirculating Hot Water Pump
- Water Heater
- Electrical System
- Ceiling Fans
- Exhaust Fans
- Doorbell
- Smoke Detectors
- Dishwasher
- Range/Oven/Cooktop
- Built-in Microwave
- Garbage Disposal
- Instant Hot Water Dispenser
- Trash Compactor

**Best Value.
Most Coverage.**

The following items that are **NOT** covered in the Buyer's Standard Coverage **ARE** added as covered for the buyer when the Comprehensive Plus Plan is ordered.

Plus the Additional Covered Items

Mismatched Systems: FNHW will repair or replace a system or appliance that has failed due to a mismatch in capacity or efficiency prior to or during the contract term provided the system is not undersized relative to the square footage of area being cooled or heated. **If the mismatched system violated a code requirement, the \$250.00 Code Violation aggregate stated applies.**



Improper Installations, Repairs or Modifications: FNHW will repair or replace a system or appliance that has failed due to improper installation, repair or modification prior to or during the contract term provided the system is not undersized relative to the square footage of the area being cooled or heated. **If the improper installation, repair or modification violates a code requirement, the \$250.00 Code Violation aggregate stated applies.**



Removal of Defective Equipment: FNHW will pay the costs to dismantle and dispose of an old appliance, system or component when FNHW is replacing a covered appliance, system or component.



Refrigerant Recapture, Recovery and Disposal: FNHW will pay costs related to the recapture, recovery and disposal of refrigerant as required.



Permits: FNHW will pay the cost of obtaining permits for FNHW-approved repairs and replacements **up to \$250.00 per occurrence.**



Code Violations: FNHW will pay to correct code violations and/or code upgrades if necessary to affect FNHW-approved repair or replacement of a covered system or appliance **up to the combined aggregate of \$250.00 per contract.**

Plumbing: Faucets (replaced with chrome builder's standard), showerheads, shower arms, hose bibs. Replacement toilets will be of like quality.

Heating System: Registers, filters, grills, heat lamps.

Air Conditioning/Evaporative Cooler: Filters, grills, window unit, condenser housing.

Ceiling Fans: Replacement of ceiling fans will be of like quality.

Dishwasher: Racks, rollers, baskets.

Range/Oven/Cooktop: Clocks, rotisseries, racks, handles, knobs, dials, interior lining.

Microwave Oven: Interior lining, door glass, handles, clocks, shelves.

Trash Compactor: Removable buckets, knobs, lock and key assemblies.

Garage Door Opener: With purchase of \$25.00 Garage Door Option, the hinges, springs and remote transmitters are covered.



A. Select Plan Coverage

For homes under 5,000 sq. ft. Call for prices on homes over 5,000 square feet and/or multiple units, guest houses or casitas. 1-800-862-6837

For the Buyer	Standard Plan	Comprehensive Plus Plan
Single Family Home	<input type="checkbox"/> \$325	<input type="checkbox"/> \$395
Condominium/Townhouse/Mobile Home	<input type="checkbox"/> \$305	<input type="checkbox"/> \$375
Duplex	<input type="checkbox"/> \$595	<input type="checkbox"/> \$665
Triplex	<input type="checkbox"/> \$795	<input type="checkbox"/> \$900
Fourplex	<input type="checkbox"/> \$995	<input type="checkbox"/> \$1,135
New Construction Coverage	<input type="checkbox"/> \$595	<input type="checkbox"/> \$665

For the Buyer & Seller	Standard Plan	Comprehensive Plus Plan
Single Family Home	<input type="checkbox"/> \$375	<input type="checkbox"/> \$445
Condominium/Townhouse/Mobile Home	<input type="checkbox"/> \$355	<input type="checkbox"/> \$425

Covers the Buyer's Standard Plan or Buyer's Comprehensive Plus Plan items when ordered at the time the Buyer's coverage is placed. See contract and Terms of Coverage #9 for details.

B. Select Buyer's Options

To determine costs of items below for Duplex, Triplex or Fourplex, multiply costs by the number of options. Example—W/D Option on Triplex = 3 x \$90 = \$270

- \$ 150 Swimming Pool/Spa Equipment
- \$ 75 Additional Pool/Spa
- \$ 50 Kitchen Refrigerator w/Water Dispenser and Ice Maker*
- \$ 25 Additional Refrigerator w/Water Dispenser and Ice Maker* (per unit)
- \$ 25 Wetbar Refrigerator* **NEW!**
- \$ 25 Wine Refrigerator* **NEW!**
- \$ 45 Free-standing Icemaker* **NEW!**
- \$ 90 Washer/Dryer Package*
- \$ 105 Washer/Dryer/Kitchen Refrigerator*
- \$ 25 Garage Door Opener
- \$ 85 Well Pump*
- \$ 50 Septic Tank System/Sewage Ejector Pump
- \$ 25 Septic Tank Pumping
- \$ 50 Subterranean Termite Treatment* (one time \$200 service trade call fee)

*Includes applicable sales tax.

C. Total Plan Cost (A + B)

\$ _____

Same Low \$55 Service Trade Call Fee

All plans per visit or actual cost of service, whichever is less.

Acceptance of Coverage and Authorization of Payment: Applicant has read the terms and conditions contained herein and accepts the coverage and authorizes escrow holder to pay FNHW directly upon close of escrow.

Waiver of Coverage: In waiving this program, applicant agrees to hold harmless their real estate broker and/or agent against liability resulting from failure of major systems and appliances that would have been covered by FNHW.

SIGNATURE _____ DATE _____

Plan fee is due at close of escrow.

Property Information

Confirmation No: _____

ADDRESS OF PROPERTY TO BE COVERED _____

CITY _____ STATE _____ ZIP _____

Buyer/Seller Information

BUYER'S NAME _____ BUYER'S PHONE _____

SELLER'S NAME _____ SELLER'S PHONE _____

Initiating Real Estate Company

AGENT REPRESENTS: BUYER SELLER BOTH

ORDERED BY: AGENT COORDINATOR

AGENT'S NAME _____ COORDINATOR NAME _____

COMPANY NAME _____ MAIN PHONE _____

COMPANY MAIN ADDRESS _____

CITY _____ STATE _____ ZIP _____

MAIN FAX _____ EMAIL _____

Cooperating Real Estate Company

AGENT'S NAME _____ MAIN FAX _____

REAL ESTATE COMPANY NAME _____ MAIN PHONE _____

Escrow Company

COMPANY NAME _____

COMPANY STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

MAIN PHONE _____ MAIN FAX _____

ESCROW AGENT'S NAME _____ ESCROW NUMBER EST. CLOSE DATE _____

4 Ways to Apply for Coverage!

Phone: 1-800-TOCOVER (1-800-862-6837)

Fax: 1-800-308-1460

Online: www.homewarranty.com

Mail: FNHW, P.O. Box 7606, San Francisco, CA 94120-9885

Buyer's Standard Coverage



*We protect your investment
24 hours a day—
7 days a week.*

Please refer to the contract for specific coverage, exclusions, and limitations.

Heating/Air Conditioning/Evaporative Cooler/Ductwork

The heating/air conditioning/evaporative cooler system must be designed for residential application and cannot exceed a 5-ton capacity. FNHW will pay for costs associated with the use of cranes or other lifting equipment to service roof-top heating or air conditioning/evaporative cooler units.

Seller's Coverage: When Seller's Coverage is selected, the diagnosis and repair or replacement of the heating and/or air conditioning system, evaporative cooler, and ductwork is limited to a combined aggregate of \$1,500.00 maximum during the listing period. If the failure of a furnace is due to a cracked heat exchanger or combustion chamber, diagnosis and repair or replacement of the furnace is limited to \$500.00 maximum during the listing period.

Heating System (Main source of heat to home)

Covered: All parts and components that affect the operation of the 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 or indoor furnace, 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 - general maintenance and cleaning - improper use of metering devices.

Limits: FNHW will pay no more than \$1,500.00 aggregate per contract term for access, diagnosis, and repair or replacement of hot water or steam circulating heating system(s).

Air Conditioning/Evaporative Cooler (Electric; includes built-in wall units)

Covered: 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 - improper use of metering devices.



Ductwork

Covered: 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, and verification as required by any federal, state, local law, regulation or ordinance.

Limits: FNHW will pay no more than \$1,000.00 aggregate per contract term for repair or replacement of ductwork.

*Seasonal Energy Efficiency Ratio

Plumbing System & Stoppages

Covered: 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/diverters (replaced with chrome builder's standard) - angle stops - gate valves - stop and waste valves - toilet tanks, bowls, and working mechanisms (replacement toilets will be white builder's standard) - wax ring seals - permanently installed sump pumps (ground water only) - 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 - filters - hose bibs - sewage ejector pumps - toilet seats and lids - septic tanks - water softeners - flow restrictions in fresh water lines - access to drain or sewer lines from vent - 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; includes tankless and lowboy units)

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

Not Covered: Solar units and/or components - holding tanks - flues and vents.

Electrical Coverage

Covered: All parts and components that affect operation.

Not Covered: Fixtures - alarms/intercoms and circuits - inadequate wiring capacity - power failure or surge - low voltage wiring - direct current (D.C.) wiring or components - lights - telephone wiring, jacks, plugs and related telephone cable and equipment - answering devices - audio/video/computer or other cable.

Ceiling & Exhaust Fans (Built-in)

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

Not Covered: Light kits and remote transmitters.

Doorbell & Smoke Detectors

Covered: All parts and components that affect operation.

Dishwasher (Built-in or freestanding)

Covered: All parts and components that affect operation.

Not Covered: Racks - rollers - baskets.

Range, Oven, Cooktop (Gas or electric; built-in or freestanding)

Covered: All parts and components that affect operation.

Not Covered: Meat probe assemblies - light sockets - indoor barbecue - clocks (unless it affects the operation of the unit) - rotisseries - racks - handles - knobs - dials - interior lining.

Limits: Sensi-heat burners replaced with standard burners.

Microwave Oven (Built-in)

Covered: All parts and components that affect operation.

Not Covered: Portable or countertop units - meat probe assemblies - rotisseries - interior lining - door glass - clocks - handles - shelves.

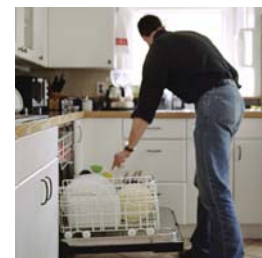
Garbage Disposal & Instant Hot Water Dispenser

Covered: All parts and components that affect operation.

Trash Compactor

Covered: All parts and components that affect operation.

Not Covered: Removable accessories including buckets - knobs - lock and key assemblies.



For service, call toll-free 1-800-308-1420
24 Hours a day—7 Days a Week

Optional Buyer's Coverage



With Fidelity National Home Warranty, you're covered.

The contract holder may purchase optional covered items up to 30 days after the close of escrow (excluding Subterranean Termite Treatment Option), providing systems and/or appliances are in good working order. Coverage shall commence upon receipt of fees 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.

Swimming Pool and/or Spa Equipment Option

Covered: 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 - liners - solar related equipment - underground water, gas, and electrical lines - skimmers - chlorinator or ozinator - ornamental fountains - waterfalls and their pumping systems - structural and/or cosmetic defects - 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 they use common equipment. An additional fee is required for the second set of equipment, as in the case of separate equipment for a swimming pool and a portable hot tub or spa.

Washer/Dryer Option

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

Not Covered: Knobs - dials - touch pads - plastic mini tubs - lint screens - venting - dispensers - damage to clothing.

Refrigerator Coverages

Covered: All parts and components that affect operation for the various types of refrigerator options when the option is purchased. Ice maker/water dispenser, 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 the replacement parts.

Not Covered: Any removable component (which does not affect the primary function) - ice crushers - internal thermal shells/insulation - food spoilage - freezers that are not an integral part of the refrigerator - multi-media center - wine chiller - filters.

Kitchen Refrigerator Option

Note: Both compressors are covered and unit must be located in the Kitchen.

Limits: Access, diagnosis, and repair or replacement is limited to \$5,000.00 aggregate per contract term.

Additional Refrigerator Option

Note: May only be purchased when the Kitchen Refrigerator Option is purchased.

Limits: Refrigerators with more than one compressor are not covered under this option.

Wet Bar or Wine Refrigerator Option

Limits: Access, diagnosis, repair and/or replacement of the unit is limited to \$500.00 aggregate per option per contract term. Wine refrigerator is limited to 6.0 cubic feet.

Free Standing Ice Maker Option



Garage Door Opener Option

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

Not Covered: Garage doors - hinges - springs - rollers - guides - remote transmitters.

Well Pump Option

Covered: All parts and components that affect the operation of one well pump; must be utilized as the main source of water to the home.

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: 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 term. This coverage is not renewable and is not available on Direct to Consumer contracts.

Septic Tank System/ Sewage Ejector Pump Option

Covered: All parts and components that affect operation of one (1) aerobic pump, jet pump, sewage ejector pump, septic tank and line from house to tank.

Not Covered: Tile fields and leach beds, leach lines, lateral lines, insufficient capacity, cleanout, pumping and seepage pits. Ejector basins and any costs associated with locating or gaining access to, or closing access from the sewage ejector pump.

Limits: Access, diagnosis, repair and/or replacement of the aerobic pump, jet pump, sewage ejector pump, septic tank and line from house to tank is limited to \$500.00 aggregate during the contract term.

Optional Buyer's & Seller's Coverage

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

Subterranean Termite Treatment

Coverage available on single family homes under 5,000 square feet and only applies when option is purchased.

Covered: Treatment only for subterranean termite infestation within the main foundation of the home, including the attached garage. A licensed pest control company will provide partial treatment method, as defined by the Texas Structural Pest Control Board Regulations to the perimeter of the main foundation and any areas of live termite infestation inside the home. If a termite inspection is requested, a \$75.00 fee (or less, plus applicable tax) is due at time of inspection. If termite infestation is found, the termite inspection fee will be waived upon payment of the one time \$200.00 service fee plus applicable sales tax to our independent service contractor.

Not Covered: Infestation in decks or fencing or any infestation outside the confines of the main foundation of the home or attached garage. Repair of damage caused by subterranean termites. This contract only covers the treatment methods defined as spot and/or partial under the Texas Structural Pest Control Board Regulations, and does not cover any other form of termite or pest control coverage method. The structural pest control contractor reserves the right not to provide treatment in instances where there exists customer chemical sensitivity, environmental hazard, and/or access is prevented due to structural design. Other forms and methods of treatment (including treatment of the entire house) may be available from a licensed pest control company at additional cost.

Note: Contract Holder (either seller or buyer) will pay a one time \$200.00 service fee plus applicable sales tax to our independent service contractor for subterranean termite treatment. Repeat visits will be provided for up to 12 months from the original date of partial treatment at no additional charge. This coverage is not renewable and is not available on Direct to Consumer contracts.

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 reserves the right to obtain a second opinion at its own expense. 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 where 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 manufacturer's parts, including rebuilt or refurbished parts. Repairs and/or replacements that are subject to a manufacturer's warranty are excluded from this contract. Unless otherwise noted in the 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

Terms of Coverage

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 compliant with 13 SEER (Seasonal Energy Efficiency Ratio) standards, 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, disassembled or missing parts, or for repairs or replacements 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 or cosmetic defects. Except where otherwise noted in this contract, failures due to improper previous repair of appliances, systems or components is not covered. FNHW will not perform routine maintenance or cleaning. The contract holder is responsible for routine maintenance and cleaning as specified by the manufacturer of the equipment.

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 dwelling, 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. The service contract can be returned to FNHW not later than: (1) the 20th day after the date the contract is mailed to the contract holder; or (2) the 10th day after the date of delivery, if the contract is delivered to the contract holder at the time of sale. If the contract is returned in accordance with this paragraph and a claim has not been made under the contract before the contract is returned, the contract is void. FNHW shall refund to the contract holder or credit to the account of the contract holder the full purchase price. This contract is non-cancelable by FNHW, except: (1) for non-payment of contract fees; (2) fraud or misrepresentation of facts material to the issuance of this contract; (3) when the contract is for listing coverage and close of sale (escrow) does not occur, if applicable or; (4) upon mutual agreement of FNHW and the contract holder. If this contract is canceled, the provider of funds 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. A 10% monthly penalty shall be added to refunds not paid or credited within 45 days after the return of this contract to FNHW.

11. FNHW has the right to provide pre-approved reimbursement 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. The amount reimbursed or paid as cash in lieu may be less than retail or actual costs incurred by contract holder.

12. If the covered property changes ownership prior to the expiration of the contract, the contract holder may 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 and continue for one full year.

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.

15. Obligations of FNHW under this service contract are backed by the full faith and credit of FNHW.

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 (512) 465-3917. The purchase of a residential service contract is optional and similar coverage may be purchased through other residential service companies or insurance companies authorized to transact business in Texas. **NOTICE: YOU, THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE 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.**

1. If a covered system and/or appliance fails during the contract term, the contract holder must contact Fidelity National Home Warranty's (FNHW) Customer Service Department toll-free 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. Under normal circumstances, services will be initiated by FNHW within forty-eight (48) hours after your request for service is made to FNHW. Our assigned independent service 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. **Should you have any concerns with the independent service contractor providing service under this contract or with scheduling an appointment, please contact the FNHW Customer Service Department at 1-800-308-1420.**

2. Should FNHW grant the contract holder authorization to contact an independent service contractor directly to perform a covered service, FNHW will provide reimbursement based on the following conditions:

- Contract holder selects an independent service contractor that is qualified and insured.
- Independent service contractor provides fair and reasonable rates on parts and labor.
- 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 independent service 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 \$55.00 service fee due for each trade call, or actual cost of service, whichever is less, paid to the independent service contractor at the time of service. For example, if a contract holder needs both a plumber and an appliance technician, each will require a separate service call 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.

5. **Buyer's Coverage** starts at the close of escrow and continues for one year provided the contract fee is paid at the close of escrow. When contract fee has not been received by FNHW, service will be dispatched once contract payment can be verified by the closing agency and/or another source of contract payment is made (i.e., credit card). All pricing includes applicable sales tax. You must call for service prior to expiration of this contract.

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 start of coverage. Call 1-800-862-6837 for prices on homes in excess of 5,000 square feet, multi-unit buildings, guest houses, casitas and the like. 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/cooler, 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** covers the Buyer's Standard Plan or Buyer's Comprehensive Plus Plan items when ordered at the time the buyer's coverage is placed. Seller's Coverage begins upon issuance of a confirmation number by FNHW and continues for 180 days, dose of escrow, or termination of listing, whichever comes first and may be extended at the sole discretion of FNHW. Seller's Coverage is not available on homes in excess of 5,000 square feet, multi-unit homes, guest houses, casitas and the like. **When Seller's Coverage is selected, the diagnosis and repair or replacement of the heating and/or air conditioning system, evaporative cooler, and ductwork is limited to a combined aggregate of \$1,500.00 maximum during listing period.** If the failure of a furnace is due to a cracked heat exchanger or combustion chamber, diagnosis and repair or replacement of the furnace is limited to \$500.00 maximum during the listing period. All Limits of Liability and Terms of Coverage apply.

10. Covered systems and/or appliances must be in good safe working order at the start of contract 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.

11. FNHW will repair or replace covered systems and appliances which malfunction due to insufficient maintenance, rust or corrosion or sediment, unless otherwise noted in this contract.

BUYER'S SIGNATURE

DATE

For service, call toll-free 1-800-308-1420
24 Hours a day—7 Days a Week

This One Year Major Systems and Appliance Warranty is issued and administered by Fidelity National Home Warranty Company (FNHW), a Texas licensed residential service company. The real estate agent offering this program does so as a service to protect their client's best interest. They receive no commission or compensation from Fidelity National Home Warranty.

Member of the NATIONAL HOME SERVICE CONTRACT ASSOCIATION
Member of the TEXAS WARRANTY ASSOCIATION