

## Home Warranty Plan Colorado, Idaho, Oregon and Washington

### Standard Plan includes:

- **NEW!!** Replacement of stainless steel appliances with stainless steel or similar material finishes
- Coverage of failures due to insufficient maintenance, rust, corrosion or sediment
- Hydrojetting of plumbing stoppages
- Replacement of Tankless Water Heaters



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

## Comprehensive Plus Plan

**\$375 Comprehensive Plus Plan Includes:**  
(\$340 for Condominium/Townhouse/Mobile Home)

### Buyer's Standard Coverage—a \$260 value

- Plumbing System
- Plumbing Stoppages
- Toilets
- Sump Pump (Permanently installed)
- Built-in Whirlpool Bathtub Motor Pump
- Recirculating Hot Water Pump
- Garbage Disposal
- Instant Hot Water Dispenser
- Water Heater
- Central Heating System
- Ductwork
- Electrical System
- Telephone Wiring
- Central Vacuum System
- Garage Door Opener
- Ceiling Fans
- Attic and Exhaust Fans
- Kitchen Exhaust Fan
- Doorbell
- Smoke Detectors
- Dishwasher
- Range/Oven/Cooktop
- Built-in Microwave Oven
- Trash Compactor

**Bundled Coverage  
for a  
\$30 Savings**

### Plus the Air Conditioning/Evaporative Cooler Option—a \$70 value

(Electric, includes built-in wall units)

All parts and components that affect the operation of the system - filters - registers and grills - window units - condenser housing.

**Limits:** The air conditioner unit/evaporative cooler system must be designed for residential application and cannot exceed a 5-ton capacity.

### Plus the Comprehensive Option—a \$75 value

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

**Improper Installations, Repairs or Modifications:** FNHW will repair or replace a system or appliance that has failed due to improper installation, repair or modification. If the improper installation, repair or modification violates a code requirement, the **\$250.00 Code Violation aggregate applies as stated.**

**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 the 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 term.**

**Plumbing System:** Faucets - shower heads - shower arms - interior hose bibs (replaced with chrome builder's standard). Replacement toilets will be of like quality.

**Heating System:** Registers - filters - grills - heat lamps.

**Air Conditioning/Evaporative Cooler:** Registers - filters - grills - window units - condenser housing.

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

**Dishwasher:** Racks - rollers - baskets.

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

**Built-in Microwave Oven:** Interior lining - door glass - clocks - handles - shelves.

**Trash Compactor:** Removable buckets - knobs - lock and key assemblies.

**Garage Door Opener:** Hinges - springs - cables - remote transmitters - key pads.

## A. Select Plan Coverage

For homes under 5,000 sq. ft. and in a real estate transaction.

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

For the Buyer	Standard Plan	Comprehensive Plus Plan Includes AC/Evaporative Option
Single Family Home	<input type="checkbox"/> \$260	<input type="checkbox"/> \$375
Condominium/Townhouse/Mobile Home	<input type="checkbox"/> \$230	<input type="checkbox"/> \$340
Duplex	<input type="checkbox"/> \$435	<input type="checkbox"/> \$635
Triplex	<input type="checkbox"/> \$535	<input type="checkbox"/> \$835
Fourplex	<input type="checkbox"/> \$635	<input type="checkbox"/> \$1,035
New Construction Coverage (Years 2 through 5)	<input type="checkbox"/> \$595	<input type="checkbox"/> \$665

## B. Select Seller's HVAC Option

**\$65 Optional HVAC Coverage:** Adds Heating, Air Conditioning/Evaporative Cooler and Ductwork coverage for the Seller during the 180 day Seller's Coverage period. This option must be selected with a Buyer's Plan and begins upon issuance of a contract number by FNHW. This Option is not available on homes in excess of 5,000 square feet, for sale by owner properties, multi-units, guest houses, casitas and the like. See inside for details and limits.

## C. Select Buyer's Coverage Options

To determine costs of items below for Duplex, Triplex or Fourplex, multiply cost by the number of options. Example—Clothes Washer and Dryer Option on Triplex = 3 x \$90 = \$270.

- \$ 75 Comprehensive Option** (Does not include any other options)
- \$ 70 Air Conditioning/Evaporative Cooler**
- \$ 180 Pool/Spa Equipment**  
(Includes salt water pool equipment. No additional charge if separate equipment. Not available for five units or more.)
- \$ 90 Clothes Washer and Dryer**
- \$115 Clothes Washer/Dryer/Kitchen Refrigerator w/Water Dispenser & Ice Maker**
- \$ 50 Kitchen Refrigerator w/Water Dispenser & Ice Maker**
- \$ 45 Additional Refrigeration Coverage**  
(Only available with purchase of Kitchen Refrigerator Option. Units with more than one compressor are not covered under this option. Covers up to four of the following units: additional refrigerator, wet bar refrigerator, wine refrigerator, free-standing freezer and free-standing ice maker. See coverage for limits.)
- \$ 85 Well Pump**
- \$ 60 Septic Tank System/Septic Tank Pumping**
- \$ 35 Sewage Ejector Pump**

## D. Total Plan Cost (A + B + C) \$

### Low \$65 Service Trade Call Fee

**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

Contract 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 \_\_\_\_\_

BUYER'S EMAIL \_\_\_\_\_

SELLER'S NAME \_\_\_\_\_ SELLER'S PHONE \_\_\_\_\_

## Initiating Real Estate Company

AGENT REPRESENTS:  BUYER  SELLER  BOTH

ORDERED BY:  AGENT  COORDINATOR

AGENT'S NAME \_\_\_\_\_ COORDINATOR'S NAME \_\_\_\_\_

COMPANY NAME \_\_\_\_\_ MAIN OFFICE PHONE \_\_\_\_\_

COMPANY MAIN ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

MAIN FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

## Cooperating Real Estate Company

AGENT'S NAME \_\_\_\_\_

REAL ESTATE COMPANY NAME \_\_\_\_\_ MAIN OFFICE PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

## Escrow Company

COMPANY NAME \_\_\_\_\_

COMPANY STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

MAIN OFFICE PHONE \_\_\_\_\_ MAIN OFFICE FAX \_\_\_\_\_

ESCROW OFFICER'S NAME \_\_\_\_\_ ESCROW NUMBER \_\_\_\_\_ EST. CLOSE DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

## 4 Ways to Apply for Coverage!

**Online:** [www.homewarranty.com](http://www.homewarranty.com)

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

**Fax:** 1-800-308-1460

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

# Buyer's Standard Coverage



*With Fidelity National Home Warranty, you're covered.*

**Certain items and events are not covered by this contract. Please refer to your contract for specific coverage, exclusions, and limitations.**

## Plumbing System

**Covered:** Garbage disposal - instant hot water dispenser - 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/basket strainers (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 (ground water only) - built-in whirlpool bathtub motor pump assemblies - pressure regulators - pop-up assemblies.

**Not Covered:** Shower heads - 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 - saunas - steam rooms - bidets - whirlpool bathtub jet plumbing - indoor or outdoor sprinkler systems - booster pumps - conditions of electrolysis.

**Limits:** The access, diagnosis and repair of concrete-encased or inaccessible plumbing lines is **limited to \$1,000.00 aggregate per contract term**. 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.

## Plumbing Stoppages

**Covered:** Clearing of sewer line and mainline stoppages with standard sewer cable to 125 feet from point of access at existing ground level cleanout; including hydrojetting if stoppage is unable to be cleared with cable. Clearing of branch drain line stoppages in sink, tub, shower drains and toilets with standard sewer cable from point of access, including existing accessible cleanout, p-trap, drain or overflow access point.

**Not Covered:** Stoppages and/or collapse of water, drain, or gas lines caused by roots or foreign objects. Access to drain, sewer or main lines from vent or removal of a toilet; costs to locate, access, or install ground level or drain line cleanouts.

## Heating System

(Must be main source of heat to home and designed for residential application; not to exceed 5-ton capacity)

**Covered:** All parts and components that affect the operation of the following heating systems: forced air (gas, electric, oil) - built-in floor and wall heaters - hot water or steam circulating heating systems - heat pumps - package units - mini-splits - electric baseboard - room heaters. If FNHW determines that the replacement of a heat pump-split system condensing unit is required, FNHW will replace with a unit that meets federally mandated SEER and HSPF\* requirements, including the replacement of any covered components that are necessary to maintain compatibility with the replacement unit; such as the air handler - evaporative coil - transition - plenum - indoor electrical - duct connection - accessible refrigerant and condensate drain lines - thermostatic expansion valve. FNHW will pay for costs associated with the use of cranes and other lifting equipment to service roof-top heating units.

**Not Covered:** Solar heating systems - geothermal systems - glycol systems - portable and free-standing units - humidifiers, dehumidifiers and electronic air cleaners - fuel and water storage tanks - registers and grills - filters - heat lamps - fireplaces - wood, pellet or gas stoves (even if only source of heating) - chimneys - flues - vents - fireplace inserts and key valves - cable heat - 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 - systems with improperly matched condensing unit and evaporative coil per manufacturer's specifications unless otherwise noted in this contract - zone control and related components of forced air systems.

**Limits:** The access, diagnosis, repair and replacement of any water heater/heating combination unit, hot water heating system or steam circulating heating system(s) is **limited to \$1,500.00 aggregate per system or unit per contract term**.

**Seller's HVAC Option:** When selected, the access, diagnosis, 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 Seller's Coverage period. If the failure of a furnace is due to a cracked heat exchanger or combustion chamber, the access, diagnosis, repair or replacement of the furnace is **limited to \$500.00 maximum** during the Seller's Coverage period.

\*SEER—Seasonal Energy Efficiency Ratio HSPF—Heating Seasonal Performance Factor

## Ductwork

**Covered:** Accessible and inaccessible 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 - zone control and related components of forced air systems.

**Limits:** The access, diagnosis, repair or replacement of the ductwork is **limited to \$1,000.00 aggregate per contract term**.

**Seller's HVAC Option:** When selected, the access, diagnosis, 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 Seller's Coverage period.

## Water Heater (Gas or electric)

**Covered:** All parts and components that affect operation including tankless water heaters, lowboy units and recirculating pumps. FNHW will replace with a unit that meets federally mandated energy efficiency requirements.

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

**Limits:** The access, diagnosis, repair and replacement of any water heater/heating combination unit, hot water heating system or steam circulating heating system(s) is **limited to \$1,500.00 aggregate per system or unit per contract term**.

## Electrical System/Doorbell/Smoke Detectors

**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

**Covered:** Telephone wiring used solely 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 alarms/intercoms and circuits - telephone fuses - wiring which is the property of a telephone company - audio/video/computer or other cable.

## Central Vacuum System

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

**Not Covered:** Garage doors - hinges - springs - cables - rollers - guides - remote transmitters - key pads.

## Ceiling/Exhaust/Attic Fans (Built-in)

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

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

## Kitchen Appliances

**Covered:** All parts and components that affect the operation of:

- Dishwasher
- Range/Oven/Cooktop
- Trash Compactor
- Built-in Microwave
- Kitchen Exhaust Fan

Note: Garbage Disposal and Instant Hot Water Dispenser are covered under Plumbing System.

**Not Covered:** Racks - rollers - baskets - handles - dials - knobs - shelves - clocks (unless it affects the operation of the range/oven/cooktop) - meat probe assemblies - light kits - indoor barbecue- rotisseries - interior lining - microwave door glass - portable or countertop units - removable accessories including buckets - lock and key assemblies.

**Limits:** Sensi-heat burners replaced with standard burners.

**For service, call 1-800-308-1420**  
**Requests received 24 Hours a day—**  
**7 Days a week**

# Buyer's Coverage Options

Optional coverage may be purchased up to 30 days after the close of escrow provided systems and appliances are in good working order. Coverage shall commence upon receipt of fees and will expire one year after the close of escrow. Buyer's Coverage Options are 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:** All parts and components that affect the operation of the following air conditioning systems including refrigerant recovery: ducted central electric split and package units - evaporative coolers - wall air conditioners - mini-splits. If FNHW determines that replacement of a condensing unit is required, FNHW will replace with a unit that meets federally mandated SEER and HSPF requirements, including the replacement of any covered components that are necessary to maintain compatibility with the replacement unit; such as the indoor furnace or air handler - evaporative coil - transition - plenum - indoor electrical - duct connection - accessible refrigerant and condensate drain lines - thermostatic expansion valve. FNHW will pay for the cost associated with the use of cranes and other lifting equipment to service roof-top air conditioner/evaporative cooler units.

**Not Covered:** Humidifiers, dehumidifiers and electronic air cleaners - inaccessible refrigerant and condensate drain lines - filters - registers and grills - window units - condenser housing - gas or propane air conditioners - water towers - chillers - general maintenance and cleaning - improper use of metering devices - systems with improperly matched condensing unit and evaporative coil per manufacturer's specifications, except where otherwise noted in this contract - zone control and related components of forced air systems.

**Limits:** Must be designed for residential application and cannot exceed a 5-ton capacity.

**Seller's HVAC Option:** When selected, the access, diagnosis, 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 Seller's Coverage period.

## Pool/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) - salt cell - flow sensor for the salt water chlorinator.

**Not Covered:** Lights - liners - solar related equipment - underground water, gas and electrical lines - skimmers - chlorinator - ozonator - ornamental fountains - waterfalls and their pumping systems - structural and 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 control panels - pool sweeps and related cleaning equipment - salt.

**Limits:** The access, diagnosis, repair or replacement of the salt water control unit, salt cell, and flow sensor for the salt water chlorinator is **limited to \$1,500.00 aggregate per contract term**.

## Clothes Washer and Dryer Option

**Covered:** All parts and components that affect the operation.

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

## Kitchen Refrigerator Option

(Includes dual compressor units; must be located in the Kitchen.)

Coverage is for ONE built-in kitchen refrigerator with freezer unit or ONE built-in combination of an ALL refrigerator with an ALL freezer unit or ONE free-standing kitchen refrigerator with freezer unit.

**Covered:** All parts and components that affect the operation of one Kitchen Refrigerator. Icemaker/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 - shelves - handles - ice crushers - filters - internal thermal shells - insulation - food spoilage - multi-media centers - wine chillers - wine vaults.

**Limits:** The access, diagnosis, repair or replacement of the unit is **limited to \$5,000.00 aggregate per contract term**.

## Additional Refrigeration Coverage Option

(Only available with purchase of Kitchen Refrigerator Option. Units with more than one compressor are not covered under this option.)

**Covered:** All parts and components for a combined total of four of the following units: additional refrigerator, wet bar refrigerator, wine refrigerator, free-standing freezer and free-standing ice maker. Additional Refrigeration Coverage includes coverage for icemaker/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:** Kitchen refrigerator; any removable component which does not affect the primary function - shelves - handles - ice crushers - filters - internal thermal shells - insulation - food spoilage - multi-media centers - wine chillers - wine vaults.

**Limits:** The access, diagnosis, repair or replacement of the units is **limited to a \$1,000.00 combined aggregate per contract term**.

## Well Pump Option

**Covered:** All parts of one well pump; must be utilized exclusively for domestic use.

**Not Covered:** Control boxes - 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 tables.

**Limits:** The access, diagnosis, repair or replacement of the well pump is **limited to \$1,500.00 aggregate per contract term**.

## Septic Tank System/Septic Tank Pumping Option

**Covered:** All parts and components that affect the operation of one aerobic pump - one effluent pump - septic tank - waste line from house to tank. FNHW will pump the septic tank once during the contract term if the stoppage is due to a full septic tank.

**Not Covered:** Collapsed or broken waste lines outside the foundation except the line from house to tank - 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 - tile fields and leach beds - leach lines - cesspools - seepage pits - lateral lines - insufficient capacity - cleanouts.

**Limits:** The access, diagnosis, repair or replacement of the aerobic pump, effluent pump, septic tank and line from house to tank is **limited to \$500.00 aggregate per contract term**.

## Sewage Ejector Pump Option

**Covered:** All parts and components that affect the operation of one sewage ejector pump.

**Not Covered:** Basins and any costs associated with locating or gaining access to, or closing access from the sewage ejector pump.

**Limits:** The diagnosis, repair or replacement of the sewage ejector pump is **limited to \$500.00 aggregate per contract term**.

## Comprehensive Option

The following items that are **NOT** covered in the Buyer's Standard Coverage **ARE** added as covered for the Buyer when the Comprehensive Option is purchased.

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

**Improper Installations, Repairs or Modifications:** FNHW will repair or replace a system or appliance that has failed due to improper installation, repair or modification. If the improper installation, repair or modification violates a code requirement, the **\$250.00 Code Violation aggregate applies as stated**.

**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 the 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 term**.

**Plumbing System:** Faucets - shower heads - shower arms - interior hose bibs (replaced with chrome builder's standard). Replacement toilets will be of like quality.

**Heating System:** Registers - filters - grills - heat lamps.

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

**Dishwasher:** Racks - rollers - baskets.

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

**Built-in Microwave Oven:** Interior lining - door glass - clocks - handles - shelves.

**Trash Compactor:** Removable buckets - knobs - lock and key assemblies.

**Garage Door Opener:** Hinges - springs - cables - remote transmitters - key pads.

**Upon purchase of the Comprehensive Option and additional purchase of the Air Conditioning/Evaporative Cooler Option, coverage is extended to include filters - registers - grills - window units - condenser housing.**

# Limits of Liability

1. FNHW's liability is limited to failures of covered systems and appliances 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 the cost of said opinion.
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 dimensions, brand or color. However, stainless steel appliances will be replaced with stainless steel or similar material finishes and limited to applicable contract aggregates. 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 nor 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 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 compliant with federally mandated energy efficiency requirements, FNHW is not responsible nor 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 nor for failures 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 or cosmetic defects. Except where otherwise noted in this contract, failures due to improper previous repair or installation of appliances, systems or components is not covered. FNHW will not perform routine maintenance or cleaning. The contract holder is responsible for providing routine maintenance and cleaning of covered items as specified by the manufacturer to ensure continued coverage of such items. For example, heating and air conditioning systems require periodic cleaning and/or replacement of filters and water heaters require periodic flushing.
6. FNHW is not responsible for consequential or secondary damages resulting from the failure of a covered system or appliance 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. FNHW is not responsible for food spoilage, loss of income, utility bills, living expenses, personal and/or property damage.
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 systems, appliances or equipment designed for commercial 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 in the case of 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 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 provider of funds shall be entitled to a prorated refund of the paid contract fee for the unexpired term, less an administrative fee and less any service cost incurred by FNHW. Upon renewal this contract is non-cancelable by FNHW except for non-payment of contract fees, fraud, or misrepresentation of facts. Contract holders must submit request for cancellation in writing.  
**Washington:** The contract is void and fully refundable when returned to FNHW by the original contract holder at close of sale, (a) within 20 days of the contract being mailed or (b) within 10 days of delivery provided no service has been provided by FNHW. The right to void the contract is non-transferable. A 10% penalty per month will be added to the refunded purchase price when not paid within 30 days of the date the contract was returned to FNHW. The contract holder may cancel the contract after the initial 20 days and is entitled to a prorated refund of the contract fee less a \$50.00 administration fee and less any service cost incurred by FNHW. Obligations of FNHW under this contract are backed by the full faith and credit of FNHW.
11. FNHW reserves the right to provide cash in lieu of repair or replacement of a covered system or appliance in the amount of FNHW's actual cost to repair or replace such a system or appliance. The amount provided as cash in lieu is generally less than retail. FNHW is not responsible for work performed once you accept cash in lieu of service.
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 renewed at the sole discretion of FNHW, subject to applicable rates and terms.

13. Coverage on lease options is available for the lessor only. Contract fee is due and payable to FNHW upon execution of the lease and continues 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 aforementioned, even when caused by or related to the malfunction, repair, or replacement of a covered system or appliance.

**Miscellaneous: Colorado:** 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 contract holder may have a right of civil action under such laws, including obtaining the recourse of penalties specified in such laws.

## Terms of Coverage

1. If a covered item fails during the contract term, the contract holder must place a service request at [www.homewarranty.com](http://www.homewarranty.com) or by calling 1-800-308-1420. Should the contract holder contract directly with others or do the work themselves, Fidelity National Home Warranty (FNHW) will not reimburse that cost. Upon receipt of a service request, FNHW will contact an independent service contractor (contractor) within 3 hours during normal business hours and 48 hours on weekends and holidays. Our assigned contractor will then call the contract holder directly to schedule a mutually convenient appointment during normal business hours. FNHW will determine what service requests constitute an emergency and will make reasonable efforts to expedite emergency service. The contract holder is responsible for any additional fees, including overtime, for non-emergency services requested outside normal business hours. Please call 1-800-308-1420 with any concerns regarding the contractor providing service or problems scheduling appointments.
2. Should FNHW grant the contract holder permission to contact a contractor directly to perform a covered service, FNHW will reimburse the contract holder only if the contractor is qualified, licensed, insured, and provides fair and reasonable rates on parts and labor. Once the contractor arrives at the property and prior to the contractor performing any repairs for which the contract holder may seek reimbursement, the contract holder must contact FNHW by calling 1-800-208-3151 to confirm that service work is covered under the contract.
3. **Service Trade Call Fee (fee):** The Contract Holder is required to pay a \$65.00 Service Trade Call Fee for each trade service request submitted to FNHW. For example, if a contract holder needs both a plumber and an appliance technician, each will require a separate Service Trade Call Fee. The fee is due once we initiate the service request on the contract holder's behalf and is due: whether the requested service is covered or denied; the diagnosis results in a complete or partial exclusion of coverage; the contractor is in route to the home and the contract holder cancels the appointment; contract holder fails to provide the necessary access to perform the service request, including not being home at the time of the pre-arranged appointment. Failure to pay a fee will result in suspension of coverage until such time as the proper fee is paid. Upon receipt of payment, coverage will be reinstated for the remainder of the contract term.
4. **Service work** is warrantied (without an additional service trade call fee) for 30 days on labor and 90 days on parts. The 30/90-day warranty 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 the contract fee has not been received by FNHW, request for 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). You must call for service prior to the expiration of this contract. **For homes not going through a real estate transaction: Contract coverage is effective 30 days following receipt of payment by FNHW. Options must be added at the time of purchase.**
6. **New Construction Coverage:** 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 request.
7. This contract covers single-family dwellings under 5,000 square feet. Dwellings over 5,000 square feet, multi-units, guest houses, casitas and the like are covered if the appropriate fee is paid. Covered dwellings cannot be used for commercial purposes, for example, as day care centers, nursing care homes, fraternity/sorority houses, etc.
8. **This contract covers only those parts, components, systems and appliances specifically mentioned as covered and excludes all others.** FNHW provides examples of components 'not covered' to assist understanding of this contract and examples are not exhaustive. We recommend that you review your contract completely. Covered systems and appliances must be located within the main foundation of the home or garage except for exterior well pump, air conditioner/evaporative cooler, pressure regulator, waste/stop valves, water heaters, pool/spa equipment, sewage ejector pump and outdoor septic tank system equipment. All coverage is subject to the limitations and conditions mentioned in this contract.

## Seller's HVAC Option

**Covered:** Heating, air conditioning/evaporative cooler and ductwork for the Seller during the 180 day Seller's Coverage period. This option must be selected with a buyer's plan and begins upon issuance of the contract number by FNHW.

**Not Covered:** Comprehensive Plus Plan items and any other buyer's coverage options; not available on homes in excess of 5,000 square feet, for sale by owner properties, multi-units, guest houses, casitas and the like.

**Limits:** The access, diagnosis, 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 Seller's Coverage period. If the failure of a furnace is due to a cracked heat exchanger or combustion chamber, the access, diagnosis, repair or replacement of the furnace is **limited to \$500.00 maximum** during the Seller's Coverage period.



*Order the Comprehensive Plus Plan for more coverage and more savings!*

## Warranty Coverage Dollar Limitations

FNHW service contracts have reasonable dollar limitations on coverage. Although the sample contract provides specific details, here is a quick reference for your convenience. All coverage limits are in the aggregate unless otherwise specified.

### Access, Diagnosis, Repair or Replacement Limits

Concrete-encased or inaccessible plumbing lines	\$1,000.00
Water Heater/heating combination unit, hot water or steam circulating heating system	\$1,500.00
Ductwork	\$1,000.00
Salt Water Pool/Spa Equipment Option	\$1,500.00
Kitchen Refrigerator Option	\$5,000.00
Additional Refrigeration Coverage Option (up to 4 units)	\$1,000.00
Well Pump Option	\$1,500.00
Septic Tank System/Septic Tank Pumping Option	\$500.00
Sewage Ejector Pump Option	\$500.00
Under the Comprehensive Option Upgrade	
• Code Violations	\$250.00
• Permits (per occurrence)	\$250.00

### Optional Seller's Coverage Dollar Limits

Access, Diagnosis, Repair or Replacement Limits during the Seller's Coverage Period

Heating and/or Air Conditioning System/Evaporative Cooler and Ductwork	\$1,500.00
Failure due to a cracked heat exchanger or combustion chamber	\$500.00

**9. Seller's Coverage:** Begins upon issuance of a contract number by FNHW and continues for 180 days, close of escrow or termination of initial listing, whichever comes first and may be extended at the sole discretion of FNHW. Seller's Coverage excludes heating, ductwork, Buyer's Coverage Options, and Comprehensive Plan covered items. Seller's Coverage is not available on homes in excess of 5,000 square feet, for sale by owner properties, multi-units, guest houses, casitas and the like.

**10. Covered systems and 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 by operating the system or appliance. A visual inspection of the covered item verifies that it appears structurally intact and without damage or missing parts that would indicate inoperability. Operating the covered item is defined as turning the item on and off to ensure that it is operational. While turned on, the item operates without causing damage, irregular sounds, smoke or other abnormal outcomes.

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

## Resolution of Disputes

**MANDATORY ARBITRATION.** This provision constitutes an agreement to arbitrate disputes on an individual basis. Any party may bring an individual action in small claims court instead of pursuing arbitration.

Any claim, dispute or controversy, regarding any contract, tort statute, or otherwise ("Claim"), arising out of or relating to this agreement, any service provided pursuant to this agreement, its issuance, a breach of any agreement provision, any controversy or claim arising out of the transaction giving rise to this agreement, or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879.

The arbitration will take place in the same county in which the property covered by the Home Warranty Contract is located. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. By entering into this Agreement the parties acknowledge that they are giving up the right to a jury trial, and the right to participate in any class action, private attorney general action, or other representative or consolidated action, including any class arbitration or consolidated arbitration proceeding. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award: any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." This arbitration agreement will survive the termination of this Home Warranty Contract. **As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.**

**CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

**AGREEMENT.** This Agreement constitutes the entire agreement and complete understanding between the Parties and supersedes all prior and contemporaneous agreements and understandings of the Parties. No modifications or amendments to this Agreement are effective unless in writing and signed by both Parties.

This One Year Major Systems and Appliance Warranty is issued and administered by Fidelity National Home Warranty Company (FNHW). 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.