THE HEALEY TEAM

FIDELITY® NATIONAL HOME WARRANTY

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Service: 800-308-1420
homewarranty.com

A FIDELITY NATIONAL FINANCIAL, INC. COMPANY

FIDELITY® NATIONAL HOME WARRANTY

Protect your home.

19 Options for Customized Coverage

- **Re-Key** on all plans
- **2-Year Plans** now available
- **Plans start as low as $460**

WHAT IS A HOME WARRANTY?

NATIONAL HOME SERVICE CONTRACT ASSOCIATION NHSCA

CO-CODE 12H244

NEW PRICING

We've got You Covered.

homewarranty.com

A+ Rating BBB ACCREDITED BUSINESS

A FIDELITY NATIONAL FINANCIAL, INC. COMPANY

1-800-TO-COVER (800-862-6837)

Enjoy the peace of mind

that comes with a home warranty protection plan from Fidelity National Home Warranty

Fidelity National Home Warranty helps manage and protect your home expenses with protection plans that cover major systems and appliances. Whether you are a home buyer or home seller, a home warranty is a very affordable way to protect your most valuable asset! It is the type of investment that pays for itself. There is simply no substitute.

Texas Home Warranty Plan
homewarranty.com
1-800-TO-COVER

HOME BUYER

Provides budget protection for home buyers at a time when unexpected repair bills are usually least affordable. The benefits include:

- Budget/cash flow protection on unexpected repairs
- Convenience of one call, one small service fee
- Most major systems and appliances covered under the standard plan
- Provides ongoing home protection—eligible for renewal year after year!

SELLER

Offers protection against costly repairs to sellers while the home is listed until after the close of sale. In addition, homes listed with a home warranty are more attractive to potential buyers, and may sell faster and closer to the asking price.

- Value added incentive to attract buyers
- Minimal cost—premium not paid until closing
- Budget/cash flow protection on unexpected repairs
- Reduced after sale worries

CONTACT

APPLY FOR COVERAGE:

Online:
www.homewarranty.com

Phone: 1-800-TO-COVER
(1-800-862-6837)

Fax: 1-800-308-1460

Mail: FNHW
P.O. Box 51121
Los Angeles, CA
90051-5419

REQUEST SERVICE:

Online:
www.homewarranty.com

Phone: 1-800-308-1420

Requests received 24 hours a day—7 days a week

How It Works

When an appliance or major system in your home needs repair, you can count on us to get it fixed so you can get on with your life. Requesting service is quick and easy.

Sign in online or call FNHW to request service

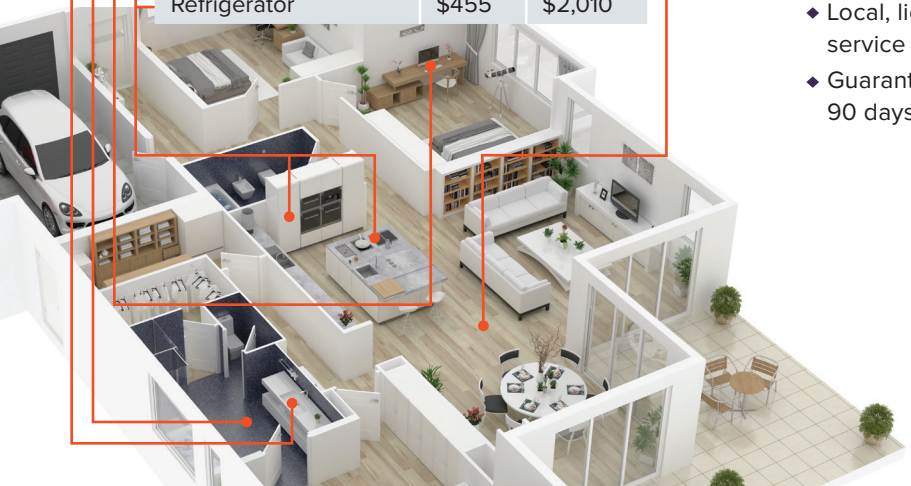
A Preferred Service Provider schedules an appointment with you

Once approved, your service request is resolved

Life resumes

WHAT YOU COULD PAY WITHOUT A HOME WARRANTY

	Repair	Replace
Plumbing	$230	$2,080
Heating System	$355	$4,010
Cooling System	$445	$3,650
Water Heater	$512	$1,465
Electrical	$365	$2,075
Oven/Range/Cooktop	$225	$1,345
Refrigerator	$455	$2,010



Why should you choose Fidelity National Home Warranty?

Let's face it—all home warranty companies offer similar coverage, at a similar cost. What you won't find everywhere is a proven commitment to personalized customer service. With Fidelity National Home Warranty, you can count on:

- Protection Plans and options that work best for your home and your budget
- Local, licensed, insured, dependable and pre-screened service providers
- Guaranteed work at no extra cost—30 days labor/ 90 days parts

Let us show you the difference that comes from our dedication to serving our customers.

Buyer's Standard Coverage

Contract Holder: 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 or 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 jetted bathtub motor pump assemblies • pressure regulators • pop-up assemblies.

Not Covered: Showerheads • shower arms • shower towers/panels • multi-head and multi-valve shower systems • fixtures • faucets • Roman tub valves and 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 • bathtub jet plumbing • indoor or outdoor sprinkler systems • booster pumps • conditions of electrolysis.

Limits: The access, diagnosis, and repair of concrete-encased or inaccessible interior plumbing lines within the main foundation of the home and garage (inside the load-bearing walls of the structure) is limited to $1,000 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, subject to the $1,000 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 hydro jetting 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.

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 • expansion tanks • flues and vents • noise without a related malfunction.

Limits: The access, diagnosis, repair, and replacement of any combined water heater/heating or radiant hot water/steam circulating system(s) is limited to $1,500 aggregate per system or unit per contract term.

HEATING/AIR CONDITIONING/EVAPORATIVE COOLER/DUCTWORK

Covered: All parts and components that affect the operation of the following heating and air conditioning systems: forced air (gas, electric, oil) • built-in floor and wall heaters • hot water or steam circulating heating systems • heat pumps, including geothermal or water source • package units • mini-split ductless system(s) • electric baseboard • room heaters • evaporative coolers • wall air conditioners. When a heat pump or split system type of condensing unit has failed and a replacement is required, FNHW will replace with a condensing 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 condensing unit such as the air handler • evaporative coil • transition • plenum • indoor electrical • accessible and inaccessible ducts from heating or cooling unit to connection at register or grill • accessible refrigerant and condensate drain lines • thermostatic expansion valve.

Not Covered: Solar heating systems • glycol systems (unless used in geothermal heat pump systems) • cable heat • portable, space, or freestanding heaters • humidifiers, dehumidifiers, and electronic air cleaners • fuel and water storage tanks • registers and grills • filters • dampers • insulation • improperly sized ductwork and/or intake (return vents) • collapsed or crushed ductwork • ductwork where asbestos is present • ductwork damaged by moisture • heat lamps • fireplaces • fireplace inserts and key valves • wood, pellet, or gas stoves (even if only source of heating) • chimneys • flues • vents • 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 • window units • condenser housing • gas or propane air conditioners • water towers • chillers • dampers • zone control and related components of forced air systems • insulation • costs for inspections, diagnostic testing, verification, and permits as required by any federal, state, or local law, regulation or ordinance • refrigerant recapture, recovery, and disposal • zone control and related components of forced air systems • Smart and/or Wi-Fi enabled thermostat • use of cranes or other lifting equipment to repair or replace units/system components.

Limits: Heating system must be main source of heat to home. Heating/air conditioning/evaporative cooler must be designed for residential application; not to exceed 5-ton capacity. The access, diagnosis, repair, and replacement of any oil, water heater/heating combination, radiant hot water/steam circulating heat, water source heat pump, air transfer, diesel, or hydraulic heating system(s) is limited to $1,500 aggregate per system or unit per contract term. The access, diagnosis, repair, or replacement of the ductwork is limited to $1,000 aggregate per contract term. The access, diagnosis, repair, or replacement of a geothermal heat pump system is limited to $5,000 aggregate per contract term.

Optional Seller's Coverage: 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 maximum during the Seller's Coverage period. Furnace failures due to a cracked heat exchanger or combustion chamber are limited to $500. All other limits and aggregates apply.

**SEER–Seasonal Energy Efficiency Ratio **HSPF–Heating Seasonal Performance Factor*

ELECTRICAL SYSTEM/DOORBELL/ SMOKE AND CARBON MONOXIDE 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 • Wi-Fi enabled components such as but not limited to doorbells.

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 • 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 • Wi-Fi enabled garage door openers.

CEILING/ATTIC/EXHAUST/WHOLE HOUSE FANS (BUILT-IN)

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

Not Covered: Light kits • Wi-Fi or other remote transmitters.

KITCHEN APPLIANCES

Covered: All parts and components that affect the operation of the dishwasher • trash compactor • range/oven/cooktop • 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 barbeque • rotisseries • interior lining • microwave door glass • trim kits • mounting hardware • portable or countertop units • removable accessories including buckets • lock and key assemblies • Wi-Fi enabled components • any failures that do not contribute to the appliance's primary function.

Limits: The diagnosis, repair, or replacement is limited to $5,000 aggregate per appliance per contract term. Sensi-heat burners replaced with standard burners.

SUBTERRANEAN TERMITE TREATMENT

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 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 Service Trade Call Fee plus applicable sales tax to the Service Provider.

Not Covered: Other types of termites • other pests • infestation in: decks, fencing, any structures outside the confines of the main foundation of the home or attached garage • repair of damage caused by subterranean termites.

NOTE: The Contract Holder (either seller or buyer) will pay a one-time $200 Service Trade Call Fee plus applicable sales tax to the Service Provider 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. The Service Provider 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.

Limits: Coverage is only for single-family homes under 5,000 square feet and not available for Condo, Townhouse, Mobile Home, Duplex, Triplex, Fourplex, guesthouse, casita, or accessory dwelling unit. Coverage is limited to the treatment methods defined as spot and/or partial under the Texas Structural Pest Control Board Regulations.

RE-KEY

Covered: Re-key of up to six functional keyholes (including deadbolts) and four copies of the new key, one-time per contract term. The current keys for the six keyholes must be available at time of service and must be able to open each respective lock.

Not Covered: Master keys • replacement of deadbolts • knobs or associated hardware • broken or damaged locks • padlocks • locks for: sliding glass door, garage door, gate, window, file cabinet, safe, desk, mailbox, High Security, shed • any other services provided by the locksmith.

Limits: Coverage is for Buyer only and is not available with renewal or Direct to Consumer contracts. Contract Holder is responsible for payment directly to the locksmith for any additional services performed.

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 when Plan coverage expires. Coverage Options are subject to the same Terms of Coverage and Limits of Liability of this contract.

HVAC ZONE CONTROL OPTION NEW

Covered: All parts and components that affect the operation of the zone control and respective equipment for a central forced air system.

Not Covered: Flue damper • draft inducer • Smart and/or Wi-Fi enabled motorized registers or thermostat, unless otherwise noted in this contract.

Limits: The diagnosis, repair, or replacement of the zone control panel, duct dampers, and thermostat is limited to a $500 combined aggregate per contract term.

PRE-SEASON HVAC TUNE-UP OPTION

Covered: Pre-Season Maintenance Tune-up for one Air Conditioning/Evaporative Cooler unit between February 1st and April 30th and one Heating unit between September 1st and November 30th. The Service Provider will calibrate thermostat, test temperature split, check system pressures, check refrigerant levels and add refrigerant if necessary, perform amp draw on condenser, inspect condenser coils and clean if necessary, check contactors, check accessible condensate lines for leaks, clear condensate line stoppages, clean or replace filters (Contract Holder to supply), clean and tighten electrical connections, test capacitors, check heating operation, inspect pilot system, test safety switches, test limit switches, clean burners, and advise Contract Holder if any equipment is improperly installed.

Not Covered: Filters • cooler pads • evaporator/indoor coil cleaning, including acid cleaning. Tune-ups outside the Pre-season Maintenance Tune-up period.

Limits: Pre-season maintenance tune-up service must be requested and performed during the pre-season period. A Service Trade Call Fee is due for each tune-up requested. If you would like additional units tuned-up during the FNHW scheduled service appointment, you are responsible to pay the Service Provider directly for each additional unit. If a covered service beyond the pre-season maintenance tune-up is required, an additional Service Trade Call Fee is due.

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 water control unit • salt cell • flow sensor for the salt water chlorinator.

Not Covered: Lights • liners • solar related equipment • heat pumps • underground water, gas, and electrical lines • control dials • skimmers • chlorinator • ozinator • disposable filtration media • ornamental fountain motor and pump • 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 • overflow/negative edge/infinity pool motor and pump • swim jet/resistance pool and respective equipment • damage or failure as a result of chemical imbalance.

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 aggregate per contract term.

ORNAMENTAL FOUNTAIN MOTOR/PUMP OPTION (including Fountain Motor/Pump in Ponds)

Covered: Motor and pump assembly. Multiple motors/pumps contained within each fountain will be covered.

Not Covered: Lights • liners • solar related equipment • above ground and underground water, gas pipes, and electrical lines • control dials • filters • disposable filtration media • filter cartridges • waterfalls and their pumping systems • fountains in pools • structural and cosmetic defects • cost of access to make repairs or replacements • turbo or motorized valves • electronic/computerized controls and control panels • salt • damage or failure as a result of chemical imbalance.

Limits: The diagnosis, repair, or replacement of the ornamental fountain motor/pump is limited to $500 aggregate per contract term.

CLOTHES WASHER AND DRYER OPTION (PER SET)

Covered: All parts and components that affect the operation of one Clothes Washer and one Clothes Dryer.

Not Covered: Trim kits • stacking, connecting, or mounting hardware • all-in-one wash/dry units • knobs • dials • touch pads • plastic mini tubs • lint screens • venting • dispensers • damage to clothing.

Limits: The diagnosis, repair, or replacement of these appliances is limited to $5,000 aggregate per unit per contract term.

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 freestanding kitchen refrigerator with freezer unit.

Covered: All parts and components that affect the operation of the kitchen refrigerator, including the icemaker/water dispenser.

Not Covered: Lights • shelves • handles • ice crushers • filters • internal thermal shells • insulation • food spoilage • multimedia centers • wine vaults • Wi-Fi enabled components • any removable/non-removable component that does not affect the primary function.

Limits: The diagnosis, repair, or replacement of the kitchen refrigerator is limited to $5,000 aggregate per contract term. In cases where parts are not available for the icemaker/water dispenser and their respective equipment, FNHW's obligation is limited to Cash in Lieu of repair.

ADDITIONAL REFRIGERATOR COVERAGE OPTION (Only available with Kitchen Refrigerator Option. Units with more than one compressor are not covered.)

Covered: All parts and components for a combined total of four of the following units: additional refrigerator, including the icemaker/water dispenser • wet bar refrigerator • wine refrigerator • freestanding freezer • freestanding icemaker.

Not Covered: Lights • shelves • handles • ice crushers • filters • internal thermal shells • insulation • food spoilage • multimedia centers • wine vaults • outdoor units • Wi-Fi enabled components • any removable/non-removable component that does not affect the primary function.

NOTE: To cover an outdoor refrigerator, wet bar refrigerator, wine refrigerator, freestanding freezer, or freestanding icemaker, this coverage must be ordered in conjunction with the Kitchen Refrigerator and Outdoor Kitchen Options and must be rated for outdoor use. The outdoor unit is subject to the terms, conditions, and limits under this Additional Refrigerator Option and the Outdoor Kitchen Option.

Limits: The diagnosis, repair, or replacement is limited to a $1,000 combined aggregate per contract term. In cases where parts are not available for the icemaker/water dispenser and their respective equipment, FNHW's obligation is limited to Cash in Lieu of repair.

OUTDOOR KITCHEN OPTION

Covered: All parts and components that affect the operation of the outdoor electrical and plumbing (water/waste) that serve the outdoor kitchen only • faucet • garbage disposal • ceiling fan.

Not Covered: Cooktop • ovens • pizza ovens • barbeque equipment or the like • gas lines • dishwashers • misters • entertainment systems • outdoor light fixtures • landscape lighting • access.

NOTE: To cover an outdoor refrigerator, wet bar refrigerator, wine refrigerator, freestanding freezer, or freestanding icemaker, this coverage must be ordered in conjunction with the Kitchen Refrigerator and Additional Refrigerator Options and must be rated for outdoor use. The outdoor unit is subject to the terms, conditions, and limits under this Outdoor Kitchen Option and the Additional Refrigerator Option.

Limits: All covered items must serve the outdoor kitchen only, be rated for outdoor use, installed, and located in the outdoor kitchen. Faucet will be replaced with a builder's standard faucet. The diagnosis and repair or replacement of the outdoor plumbing and electrical is limited to $1,000 aggregate per contract term. All contract conditions apply. If the covered item is part of a combination unit and repair or replacement of the covered item requires replacement of the entire combination unit, coverage will be limited to a Cash in Lieu of the amount to repair or replace the covered item as if that were possible without replacing the combination unit.

APPLIANCE LIMIT UPGRADE OPTION

Covered: An additional $5,000 will be applied toward the standard limitation to the diagnosis, repair, or replacement of kitchen appliances, clothes washer and dryer, refrigerator.

Limits: The applicable Coverage Options for the Clothes Washer/Dryer, Refrigerator, and/or Additional Refrigerator must be purchased or included in the contract. All other terms and conditions of coverage apply. This coverage is not available on Direct to Consumer contracts.

WATER SOFTENER/REVERSE OSMOSIS WATER FILTRATION SYSTEM OPTION

Covered: Water Softener/Reverse Osmosis system (for drinking water) and their respective equipment.

Not Covered: Leased or rented units • any and all treatment, purification, or odor control • iron filtration components and systems • discharge drywells • resin bed replacement • salt • replacement of filters • water filters • pre-filters • filter components • replacement membranes • water purification systems • RO filtration system for pool/spa.

Limits: The diagnosis, repair, or replacement is limited to a $500 combined aggregate per contract term.

WELL PUMP OPTION

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

Not Covered: Control boxes • holding or storage tanks • pressure tanks • booster pumps • access to well pump/well pump system • all piping and electrical lines • well casing • re-drilling wells • shared wells • damage due to low water tables.

Limits: The diagnosis, repair, or replacement of the well pump is limited to $1,500 aggregate per contract term.

SEPTIC TANK SYSTEM/SEPTIC TANK PUMPING/ SEWAGE EJECTOR PUMP/GRINDER PUMP OPTION

Covered: All parts and components that affect the operation of one sewage ejector pump, one aerobic pump, one effluent pump, one grinder pump, one septic tank, and/or 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 • basins • any costs associated with locating or gaining access to, or closing access from, the aerobic, effluent, sewage ejector, or grinder pump.

Limits: The diagnosis, repair, or replacement of the aerobic pump, effluent pump, sewage ejector pump, and grinder pump is limited to $500 aggregate per contract term. The diagnosis, repair, or replacement of the septic tank and waste line from house to tank is limited to $500 aggregate per contract term. When a stoppage is due to a full septic tank, FNHW will pump the septic tank once during the contract term.

PUMP-IT-UP LIMIT UPGRADE OPTION

Covered: Coverage for the Well Pump: An additional $1,500 will be applied to the diagnosis, repair or replacement of the Well Pump. **Coverage for the Septic Tank System/Sewage Ejector Pump/Grinder Pump:** The diagnosis, repair, or replacement of the septic tank and waste line from house to tank is increased by $500 aggregate. An additional $500 aggregate will be applied toward the stated limitation for the diagnosis, repair, or replacement of the aerobic, effluent, sewage ejector, and grinder pump.

Not Covered: Control boxes • holding or storage tanks • pressure tanks • booster pumps • access to well pump/well pump system • all well piping and electrical lines • well casing • re-drilling wells • shared wells • damage due to low water tables • 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 • basins • any costs associated with locating or gaining access to, or closing access from, aerobic, effluent, sewage ejector, or grinder pump.

Limits: Only available in conjunction with the purchase of the Well Pump Option and/or Septic Tank System/Septic Tank Pumping/Sewage Ejector Pump/ Grinder Pump Option. The diagnosis, repair or replacement of the Well Pump is limited to $3,000 aggregate per contract term. Septic Tank System is limited to $1,000 aggregate per contract term. The diagnosis, repair, or replacement of the aerobic, effluent, sewage ejector, and grinder pump is limited to $1,000 aggregate per contract term. All other terms and conditions of coverage apply. Not available on Direct to Consumer contracts.

ADDITIONAL INACCESSIBLE/CONCRETE-ENCASED AND EXTERNAL PIPE LEAK COVERAGE OPTION

Covered: Coverage for Inaccessible/Concrete-encased: The access, diagnosis, repair, or replacement of internal concrete-encased or inaccessible plumbing pipe leaks in water, drain, or gas lines, located under or within the interior of the main foundation of the home and garage (inside the load-bearing walls of the structure) is increased to **$2,000 aggregate per contract term. Coverage for External Pipe Leaks:** The diagnosis, repair, or replacement for leaks or breaks in external pipes located outside the foundation of the covered structure, including water, gas, and drain lines that service only the main home or other structure covered by FNHW including repair or replacement of exterior hose bibs and/or the main shut off valve up to **$1,000 aggregate per contract term.**

Not Covered: Faucets • indoor or outdoor sprinkler or irrigation systems • swimming pool, spa or fountain piping • downspouts • landscape drain lines • 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.

Limits: Concrete-encased or inaccessible plumbing pipe leaks within the main foundation of the home and garage (inside the load-bearing walls of the structure) are limited to $2,000 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, subject to the $2,000 limit indicated. FNHW is not responsible for trim, texture, paint, wallpaper, tile, carpet, or the like. External Pipe Leak coverage is limited to $1,000 aggregate per contract term. Not available for Condos/Townhomes, Mobile Homes, Duplex, Triplex, Fourplex, or with Direct to Consumer contracts.

HOME IMPROVEMENT INSTALLATION OPTION

Covered: FNHW will cover the cost of the labor to install one of each of the following: kitchen faucet, bathroom faucet, showerhead, toilet, and ceiling fan. A Service Trade Call Fee is due for the installation of each item.

Not Covered: Item being installed or replacement item • installation of used or refurbished items/parts • labor on subsequent trips to install a single item • labor to install multiple items • access, code violations, or modifications made necessary for installation • subsequent repairs under the warranty that are caused by a manufacturer's defect.

Limits: Coverage is for the cost of labor to install one each of the covered items listed, is limited to one trip for each installation, and available only when not otherwise covered by this contract due to a failure or malfunction, and the replacement item is provided by the Contract Holder. If the Service Provider determines the item supplied by the Contract Holder is incorrect, does not meet the specifications for a replacement, such as wrong dimensions, capacity, or the like, the Service Provider will recommend the appropriate item to be purchased. The Contract Holder will be responsible for an additional Service Trade Call Fee for any subsequent service request to install the correct item.

SMART HOME OPTION

Covered: Replacement of one of each of the following per contract year: Smart and/or Wi-Fi enabled switch, outlet, thermostat, door lock, doorbell, or garage door opener.

Not Covered: Smart and/or Wi-Fi enabled router and/or home hub.

Limits: Diagnosis, repair, or replacement is limited to $5,000 aggregate per contract term.

EMERGENCY LODGING/PORTABLE AC REIMBURSEMENT OPTION

Covered: FNHW will reimburse, upon receiving a copy of an acceptable paid receipt up to the aggregate of $1,000 per contract term, for a hotel or motel stay if the primary **residence is rendered uninhabitable** due to covered events beyond the Contract Holder's control, and as a result of one of the following: a) **complete loss of heating or cooling** for 24 hours or more from the time of the first visit by the Service Provider **solely due to** a backorder or supply issue that causes **a delay in availability of the required parts** for the completion of repair, or b) when a sudden break in a water pipe results in flooding (defined as an overflowing of water that leaves standing water in more than one room on the above ground living areas of the residence), and the removal of the water from the residence by a water removal company is delayed by 24 hours or more from the time the documented service request was made to the water removal company.

Limits: Reimbursement will be provided for up to a maximum of $200 per night (including taxes and fees) for a total of $1,000 aggregate per contract term. The Contract Holder may alternatively request up to a maximum of $100 per day up to $1,000 aggregate per contract term for reimbursement of a portable air conditioning unit or heater rental or purchase. This coverage is not renewable and not available on Direct to Consumer contracts.

HOMEOWNERS INSURANCE DEDUCTIBLE COVERAGE OPTION

Covered: Reimbursement of a Homeowners Insurance deductible for secondary or consequential damages solely as a result of a covered system or appliance failure.

Not Covered: Reimbursement of Homeowners Insurance deductible for damages unrelated to system or appliance failure covered by this contract.

Limits: Reimbursement toward the Contract Holder's deductible is provided up to $1,000 aggregate per contract term upon receipt of an acceptable proof of a Homeowners Insurance deductible for secondary or consequential damages solely as a result of a covered system or appliance failure.

Comprehensive Plus Plan

Includes the Standard Plan and the following additional items:

MISMATCHED SYSTEMS

Covered: FNHW will repair or replace a system or component that has failed due to a mismatch in capacity or efficiency.

Limits: Coverage does not apply if the heating or cooling system is undersized relative to the square footage of area being heated or cooled. If the mismatched system violates a code requirement, the $250 Code Violation aggregate applies as stated.

IMPROPER INSTALLATIONS, REPAIRS, OR MODIFICATIONS

Covered: FNHW will repair or replace a system or appliance that has failed due to improper installation, repair, or modification.

Not Covered: Modifications related to Contract Holder provided items installed under the Home Improvement Installation Option.

Limits: If the improper installation, repair, or modification violates a code requirement, the $250 Code Violation aggregate applies as stated.

CODE VIOLATIONS

Covered: 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.

Not Covered: Code violations related to Contract Holder provided items installed under the Home Improvement Installation Option.

Limits: FNHW will provide coverage up to the combined aggregate of $250 per contract term.

REMOVAL OF DEFECTIVE EQUIPMENT

Covered: 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

Covered: FNHW will pay the costs related to the recapture, recovery, and disposal of refrigerant as required.

PERMITS

Covered: FNHW will pay the cost of obtaining permits for FNHW-approved repairs and replacements.

Limits: FNHW will provide coverage up to $250 per occurrence.

PLUMBING SYSTEM

Covered: Faucets • showerheads • shower arms • interior hose bibs.

Limits: FNHW will pay to correct code violations and/or code upgrades to the flue or vent if necessary to affect an FNHW-approved repair or replacement of the water heater up to the combined aggregate of $250 per contract term. Covered items replaced with chrome builder's standard. Replacement toilets will be of like quality up to $600 per toilet.

(Comprehensive Plus Plan continues on page 10.)

COMPREHENSIVE PLUS PLAN CONTINUED

HEATING SYSTEM/AIR CONDITIONING/ EVAPORATIVE COOLER

Covered: Registers • filters • grills • heat lamps • window units • condenser housing • the use of cranes to complete a heating or AC repair/replacement.

Limits: FNHW will pay to correct code violations and/or code upgrades to the flue or vent if necessary to affect an FNHW-approved repair or replacement of the heating system up to the combined aggregate of $250 per contract term. The use of cranes to complete a heating or AC repair/replacement is limited to $250 per occurrence.

Optional Seller's Coverage: 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 maximum during the Seller's Coverage period. Furnace failures due to a cracked heat exchanger or combustion chamber are limited to $500. All other limits and aggregates apply.

GARAGE DOOR OPENER

Covered: Hinges • springs • cables • remote transmitters • key pads.

CEILING FANS

Covered: Replacement ceiling fans will be of like quality.

DISHWASHER

Covered: Racks • rollers • baskets.

TRASH COMPACTOR

Covered: Removable buckets • knobs • lock and key assemblies.

RANGE/OVEN/COOKTOP

Covered: Clocks • rotisseries • racks • handles • knobs • dials • interior lining.

BUILT-IN MICROWAVE OVEN

Covered: Interior lining • door glass • clocks • handles • shelves.

HOME IMPROVEMENT INSTALLATION OPTION

Enhanced Plan

Includes the Comprehensive Plus Plan and the following additional items:

SMART HOME OPTION

CLOTHES WASHER AND DRYER OPTION (Per Set)

KITCHEN REFRIGERATOR OPTION (Includes dual compressor units; must be located in the kitchen.)

Enhanced Plus Plan

Includes the Enhanced Plan and the following additional items:

WATER SOFTENER/REVERSE OSMOSIS WATER FILTRATION SYSTEM OPTION

ADDITIONAL INACCESSIBLE/CONCRETE-ENCASED AND EXTERNAL PIPE LEAK COVERAGE OPTION

STOPPAGES DUE TO ROOTS

Covered: Coverage for clearing of stoppages due to root intrusion, removal of toilets, or other access, except via a roof vent, to clear a stoppage, including cost to install a ground level cleanout.

Not Covered: Repairs or replacement of collapsed or broken lines located outside the main foundation • excavation • roof vent access.

Limits: Coverage is limited up to a combined aggregate of $250 per contract term. When access is only available via a roof vent, FNHW's liability is limited to Cash in Lieu up to the stated aggregate.

WATER HEATER EXPANSION TANK

Covered: All parts and components that affect the operation of the water heater expansion tank. All other terms and conditions of coverage apply.

RADIANT HOT WATER/STEAM HEAT

Covered: The access, diagnosis, repair, and replacement of any oil, water heater/ heating combination, radiant hot water/steam circulating heat, or water source heat pump is increased by $1,000 over the Standard Plan coverage.

Limits: FNHW will provide coverage up to a combined aggregate of $2,500 per contract term. Must be main source of heat to home and designed for residential application; not to exceed 5-ton capacity.

CODE VIOLATION/MODIFICATION

Covered: Coverage limit increased by $1,000 over the Comprehensive Plus Plan coverage to make necessary duct, plenum, flues/vents, electrical, plumbing, and carpentry modifications and/or correct code violations if necessary to affect an FNHW-approved repair or replacement of a covered system or appliance.

Not Covered: Restoration of wall, ceiling, or floor coverings, cabinets, counter tops, tile, paint, or the like. Code violations or modifications related to Contract Holder provided items installed under the Home Improvement Installation Option. FNHW does not provide coverage to remove or install non-related systems, appliances, or equipment in order to render a covered repair or replacement.

Limits: Coverage is limited up to a combined aggregate of $1,250 per contract term.

Limits of Liability

The contract provides quality protection against the cost to repair or replace home systems and appliances. It is intended to reduce the Contract Holder's out-of-pocket costs for covered services.

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. Coverage is not all-inclusive; there may be situations in which the Contract Holder will be responsible to pay additional costs for parts or services not covered by 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 the 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. FNHW will replace appliances with stainless steel or similar finish with the same finish, 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. In cases where the failed covered item is also covered by a manufacturer's warranty, this contract provides the cost of labor when the manufacturer a) does not cover the cost of labor and, b) supplies the part or component. Unless otherwise noted in the contract, FNHW is not responsible nor liable for the disposal cost(s) of appliances, systems, equipment or components of equipment including refrigerant, contaminants, or other hazardous or toxic materials. All dollar limits stated in the contract include the cost to access (when noted as covered), diagnose, repair, or replace the covered system or appliance.

4. When federal, state, or local regulations, building, or similar code criteria require improvements 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 the contract. FNHW will be responsible for repairs or replacement of covered systems or appliances after the proper code criteria are met, except where otherwise noted in the contract. When replacing 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. FNHW is not responsible to perform service involving hazardous or toxic materials, or conditions of asbestos.

5. FNHW is not responsible for repairs or replacements 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, acts of terror, vandalism, animals or pests, power failure, surge or overload, soil movement, structural changes, design deficiency, manufacturer's recall or defect, inadequate capacity, land subsidence, noise, slope failure, or cosmetic defects. Except where otherwise noted in the 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 the failure to provide timely service due to conditions beyond FNHW's control, including but not limited to delays in securing parts, equipment, or labor difficulties, therefore this warranty product may not be ideal for managed, vacation and/or short-term rental properties. FNHW is not responsible for personal or property damage, vandalism, theft, utility bills, food spoilage, living expenses, loss of income, or cost of alternative lodging for occupants or tenants unless otherwise noted in the contract.

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 to existing equipment, or to install different equipment when necessary to repair or replace a covered system or appliance, including but not limited to pipe runs, flues, ductwork, structures, electrical, trim kits, stacking, connecting or mounting hardware, or other modifications. FNHW does not cover systems, appliances, or equipment designed for commercial use.

8. FNHW is not responsible for solar systems and components, electronic/computerized, Wi-Fi enabled, or remote energy management systems including but not limited to lighting, energy, security, pool/spa, entertainment/media/audio, appliances, or zone controlled systems unless otherwise noted in the contract.

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 the contract is for a dwelling of five units or more, only the items contained within each individual unit are covered, and common systems and appliances are excluded. Regardless of unit count, optional coverage is only available when purchased for each unit.

10. If the contract is cancelled by the Contract Holder within the first 30 days of coverage, the Contract Holder will receive a full refund less any service costs incurred for services rendered. If the contract is cancelled after 30 days by either the Contract Holder or FNHW, the Contract Holder will receive a prorated refund of the paid contract fee for the unexpired term, less service costs incurred and less a $50 administrative fee. Cancellation by FNHW includes, a) non-payment of contract fees, b) fraud or misrepresentation of facts material to the issuance of this contract, c) when the safety or well-being of FNHW, any employee of FNHW, a Service Provider, or any property of FNHW or of the Service Provider is harmed or threatened by the Contract Holder or their representative, d) when contract is for Seller's Coverage and close of escrow does not occur, e) when it is determined at any time that the Buyer's Contract will not be purchased through FNHW, the Seller's Contract will be immediately cancelled, f) upon mutual agreement between Contract Holder and FNHW. All Contract Holder's requests for cancellation must be submitted in writing to FNHW for consideration.

11. FNHW may, at its sole discretion, 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, less any Service Trade Call Fees or other fees owed, and less any service costs incurred by FNHW. The amount provided as Cash in Lieu is generally less than retail. Cash in Lieu will be provided for systems or appliances where FNHW's cost to repair or replace exceeds the aggregate or limit. FNHW is not responsible for work performed once Contract Holder accepts Cash in Lieu of service. Once Cash in Lieu is issued, FNHW will close the service work order and an acceptable proof of repair or replacement must be received by FNHW for continued coverage of the item.

12. The contract may be renewed at the sole discretion of FNHW, subject to applicable rates and terms. With a 12 month renewal payment plan, unless you notify FNHW prior to the expiration of the contract, the contract will automatically renew and you will be charged the applicable fees. 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.

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 the length of the contract term. See Terms of Coverage #5.

14. FNHW is not responsible under any circumstances for the diagnosis, repair, removal, or remediation of mold, mildew, rot, fungus, or damages resulting from the same, 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.

Texas Residents: 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 or enforcement@trec.texas.gov. 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.

Buyer's Signature _____ Date _____

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.

Buyer's Coverage and Option Limits	
Radiant Hot Water/Steam, Combo Water Heater/Heating Units, Water Sourced, Air Transfer, Diesel, Oil, or Hydraulic Systems	$1,500
Ductwork (accessible and inaccessible)	$1,000
Salt water equipment under the Pool/Spa Option	$1,500
Kitchen Appliance Limits	$5,000
Kitchen Refrigerator/Washer/Dryer Options (per unit)	$5,000
Additional Refrigerator Coverage Option	$1,000
Appliance Limit Upgrade Option	$5,000
Outdoor Kitchen Option	$1,000
HVAC Zone Control Option	$500
Water Softener/Reverse Osmosis Water Filtration System Option	$500
Ornamental Fountain Motor/Pump Option	$500
Well Pump Option	$1,500
Septic Tank System/Septic Tank Pumping/Sewage Ejector Pump/Grinder Pump Option: Septic Tank System Aerobic, Effluent, Sewage Ejector, and Grinder Pump	 $500 $500
Enhanced Slab Leak ($1,000) and External Pipe Leak ($1,000)	$2,000
Pump-It-Up Limit Upgrade Option: Well Pump Septic Tank System Aerobic, Effluent, Sewage Ejector, and Grinder Pump	 $1,500 $500 $500
Smart Home Option	$5,000
Homeowners Insurance Deductible Coverage Option	$1,000
Emergency Lodging/Portable AC Reimbursement Option	$1,000
Under the Comprehensive Plus Plan: Code Violations Permits (per occurrence) Cranes Toilets	 $250 $250 $250 $600
Seller's Coverage Option 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
Cracked Heat Exchanger or Combustion Chamber	$500

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 or by calling 1-800-308-1420. "Contract Holder" includes anyone designated in the FNHW system as the Contract Holder's representative. Upon receipt of a service request, FNHW will contact a qualified, independent Service Provider within 3 hours during normal business hours and 48 hours on weekends and holidays. Our assigned Service Provider 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, or any non-emergency service dispatched as an emergency at the Contract Holder's request. FNHW encourages the Contract Holder to take reasonable measures to prevent secondary damage caused by a failed system or appliance.

NOTE: Should the Contract Holder contract directly with others, or do the work themselves, FNHW will not reimburse that cost.

2. When FNHW requests or allows the Contract Holder to obtain an Independent Out-Of-Network Contractor to perform diagnosis and/or service: 1) the Independent Out-of-Network Contractor must be qualified, licensed, insured. 2) Prior to servicing, the Contract Holder must contact FNHW at 1-800-208-3151 with the Independent Out-of-Network Contractor's diagnosis. FNHW covered repairs or replacement will be authorized if work can be completed at an agreed upon rate. Failure to contact FNHW may result in denial of coverage. 3) Upon completion of the FNHW authorized services, the Contract Holder must pay the Independent Out-of-Network Contractor and provide FNHW with a copy of the paid itemized receipt for reimbursement. 4) The Contract Holder must submit the itemized receipt to FNHW within 30 days of service completion for reimbursement. 5) FNHW will deduct any fees owed from reimbursement provided.

3. Service Trade Call Fee (fee): The Contract Holder is required to pay an $85 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 the Contract Holder requests service and is due at that time regardless of whether, a) the requested service is covered or denied, b) the diagnosis results in a complete or partial exclusion of coverage, c) the Service Provider is en route to the home and the Contract Holder cancels the appointment, d) Contract Holder fails to provide the necessary access to perform the service request, including not being home at the time of the prearranged appointment. Failure to pay a fee will result in suspension of coverage until the proper fee is paid. Upon receipt of that 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 the contract.

5. Buyer's Coverage begins upon close of escrow and continues for one or two years, depending on term type chosen, provided the contract fee is paid at the close of escrow. When the contract fee has not been received by FNHW, a request for service will be dispatched once contract payment can be verified by the closing agency. On weekends and holidays, a request for service will be dispatched once the Contract Holder agrees to specific terms and conditions presented to them at the time of the service request. Coverage Options may be purchased up to 30 days after the close of escrow provided systems and appliances are correctly installed and in proper, safe, working order. Renewal coverage shall commence upon receipt of fees or after the previous contract term expires, whichever is later, and will expire after one year. The Contract Holder must call for service prior to the expiration of this contract. Failure to pay a fee will result in suspension of coverage until the proper fee is paid. Upon receipt of that payment, coverage will be reinstated for the remainder of the contract term. Your specific term dates will be listed on the Declaration of Coverage mailed to you upon receipt of payment.

NOTE: New Construction Coverage begins on the first anniversary of the close of escrow and continues for four years from that date, provided the plan fee is received by FNHW within 30 days from the close of escrow. For homes not going through a real estate transaction, i.e. a Direct to Consumer (DTC) contract, coverage is effective 30 days following receipt of payment by FNHW. DTC Options must be added at the time of purchase.

6. New Construction Coverage: Plan fee must be received by FNHW within 30 days from the close of escrow. All covered systems and appliances must be in proper, safe, working order at the time coverage begins. See Terms of Coverage #5 for terms and conditions of coverage.

7. This contract covers single-family dwellings under 5,000 square feet and does not cover multi-unit homes, unless amended by FNHW prior to the start of coverage. Guesthouses, casitas, accessory dwelling units (ADU), or similar structures are only available with the purchase of coverage for the main home and require an additional, separate contract with additional Coverage Options purchased as necessary. Covered dwellings cannot be used for commercial purposes, such as but not limited to daycare centers, nursing care homes, fraternity/sorority houses, real estate companies, etc.

8. The contract covers only those parts, components, systems, and appliances specifically mentioned as covered and excludes all others. We recommend that the Contract Holder review their contract completely. Covered systems and/or appliances must be located within the main foundation of the home or garage except for exterior pressure regulator, waste/stop valves, water heaters, well pump, air conditioner/evaporative cooler, pool/spa equipment, outdoor kitchen items, sewage ejector pump, and outdoor septic tank system equipment. All Coverage and Coverage Options are subject to the additional charges, limitations, and conditions mentioned in the contract.

9. Seller's Coverage, or Optional Seller's Coverage, is available only in conjunction with the purchase of Coverage for the Home Buyer. Seller's Coverage term begins upon issuance of a confirmation number by FNHW and continues for 180 days, close of escrow, or termination of listing, whichever comes first. Should it be determined at any time that the Buyer's Contract will not be purchased through FNHW, the Seller's Coverage will be immediately cancelled. Seller's Coverage may be extended at FNHW's sole discretion.

NOTE: The Seller's Coverage is not available on homes in excess of 5,000 square feet, For Sale by Owner properties, New Construction Coverage, Duplex, Triplex, or Fourplex, guesthouses, casitas, accessory dwelling units (ADU), or Buyer's Coverage Options. The Enhanced Plan and Enhanced Plus Plan covered items are not available under the Seller's Coverage term. All other limits and aggregates apply.

10. Covered systems and appliances must be correctly installed and in proper, safe, working order at the start of contract coverage or they are not covered under the home warranty contract. 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 system or appliance is defined as turning the item on and off to ensure that it is operational and, 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 that mechanically malfunction due to insufficient maintenance, rust, corrosion, or sediment, unless otherwise noted in the contract.

Resolution of Disputes

MANDATORY ARBITRATION. With the exception of individual disputes that meet the jurisdictional limitations of small claims court, 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.

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 Major Systems and Appliance Warranty is issued and administered by Fidelity National Home Warranty Company (FNHW), a Texas licensed home protection 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.

Texas Home Warranty Application $85 Service Trade Call Fee

A. SELECT PLAN COVERAGE

Call 1-800-862-6837 for prices on homes over 5,000 sq. ft. and/or not in a real estate transaction.

	Single Family Home 1yr	Single Family Home 2yr	Condo/TH/MH 1yr	Condo/TH/MH 2yr
Standard Plan	☐ $510	☐ $844	☐ $460	☐ $765
Seller's Coverage	☐ $75		☐ $75	
New Construction Years 2–5	☐ $700		☐ $700	
Guesthouse/Casita/Accessory Dwelling Units: ≤ 750 sq. ft.	☐ $395	☐ $663		
Guesthouse/Casita/Accessory Dwelling Units: > 750 sq. ft.	☐ $440	☐ $734		
Comprehensive Plus Plan *See plan information on pages 9–10*	☐ $620	☐ $1,042	☐ $570	☐ $961
Seller's Coverage	☐ $75		☐ $75	
New Construction years 2–5	☐ $770		☐ $770	
Guesthouse/Casita/Accessory Dwelling Units: ≤ 750 sq. ft.	☐ $455	☐ $775		
Guesthouse/Casita/Accessory Dwelling Units: > 750 sq. ft.	☐ $485	☐ $823		
Enhanced Plan *See plan information on page 10*	☐ $715	☐ $1,210	☐ $640	☐ $1,087
Seller's Coverage (for Comprehensive Plus Plan Coverage)	☐ $75		☐ $75	
Enhanced Plus Plan *See plan information on page 10*	☐ $855	☐ $1,456	☐ $785	☐ $1,340
Seller's Coverage (for Comprehensive Plus Plan Coverage)	☐ $75		☐ $75	

	Duplex 1yr	Duplex 2yr	Triplex 1yr	Triplex 2yr	Fourplex 1yr	Fourplex 2yr	5+ units (per unit) 1yr	5+ units (per unit) 2yr
Standard Plan	☐ $705	☐ $1,152	☐ $1,005	☐ $1,626	☐ $1,255	☐ $2,021	☐ $410	☐ $686
Comprehensive Plus Plan	☐ $855	☐ $1,423	☐ $1,205	☐ $1,990	☐ $1,505	☐ $2,476	☐ $505	☐ $856

B. SELECT BUYER'S COVERAGE OPTIONS

To determine costs of items below for Duplex, Triplex or Fourplex, multiply cost by the number of units.

	1yr	2yr
HVAC Zone Control	☐ $75	☐ $150
Pre-Season HVAC Tune-Up	☐ $25	☐ $50
Pool/Spa Equipment	☐ $225	☐ $450
Ornamental Fountain Motor & Pump *(per fountain)*	☐ $80	☐ $160
Clothes Washer/Dryer *(per set)*	☐ $90	☐ $180
Clothes Washer/Dryer/Refrigerator	☐ $120	☐ $240
Kitchen Refrigerator *(including Dual Compressors)*	☐ $50	☐ $100
Additional Refrigerator Coverage *(Only available with purchase of Kitchen Refrigerator Option)*	☐ $50	☐ $100
Outdoor Kitchen	☐ $100	☐ $200
Appliance Limit Upgrade	☐ $100	☐ $200
Water Softener/Reverse Osmosis Filtration System	☐ $75	☐ $150
Well Pump	☐ $100	☐ $200
Septic Tank System/Sewage Ejector Pump/ Grinder Pump	☐ $75	☐ $150
"Pump-It-Up" Limit Upgrade	☐ $75	☐ $150
Enhanced Slab Leak Limit/External Pipe Leak	☐ $100	☐ $200
Home Improvement Installation	☐ $100	☐ $200
Smart Home	☐ $80	☐ $160
Emergency Lodging/Portable AC Reimb. Option	☐ $75	☐ $150
Homeowners Insurance Deductible Coverage	☐ $30	☐ $60

C. TOTAL PLAN COST (A+B) $

Property & Buyer/Seller Information:

ADDRESS OF PROPERTY TO BE COVERED | CITY | STATE | ZIP

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 ☐ TRANSACTION COORDINATOR (TC) ☐ CLOSING COMPANY

AGENT'S NAME | COMPANY NAME | TC'S NAME | COMPANY PHONE

COMPANY ADDRESS | CITY | STATE | ZIP | FAX | EMAIL

Cooperating Real Estate Company:

AGENT'S NAME | COMPANY NAME | PHONE

AGENT'S EMAIL | TC'S NAME | TC'S EMAIL

Title/Escrow Co.:

COMPANY NAME | ESCROW OFFICER'S NAME | PHONE | EMAIL

COMPANY STREET ADDRESS | CITY | STATE | ZIP | FAX | ESCROW # | Est. Close Date

☐ **ACCEPTANCE OF COVERAGE AND AUTHORIZATION OF PAYMENT:** Applicant has read the terms and conditions contained herein and accepts the coverage and authorizes closing company to pay FNHW directly upon close of sale.

☐ **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 | **Confirmation No.**

Warranty Plans at a Glance

Bundle & Save!

HOME BUYER COVERAGE		STANDARD PLAN	COMPREHENSIVE PLUS PLAN	ENHANCED PLAN	ENHANCED PLUS PLAN
Single Family	1yr / 2yr	$510 / $844	$620 / $1042	$715 / $1,210	$855 / $1,456
Condo/Townhome/Mobile	1yr / 2yr	$460 / $765	$570 / $961	$640 / $1,087	$785 / $1,340
Duplex	1yr / 2yr	$705 / $1,152	$855 / $1,423	N/A	N/A
Triplex	1yr / 2yr	$1,005 / $1,626	$1,205 / $1,990	N/A	N/A
Fourplex	1yr / 2yr	$1,255 / $2,021	$1,505 / $2,476	N/A	N/A
New Construction *Years 2–5*		$700	$770	N/A	N/A

HOME SELLER COVERAGE	STANDARD PLAN	COMPREHENSIVE PLUS PLAN	ENHANCED PLAN	ENHANCED PLUS PLAN
Single Family	$75	$75	$75*	$75*
Condo/Townhome/Mobile	$75	$75	$75*	$75*
COVERED				
Plumbing System & Stoppages	◆	◆	◆	◆
Toilets	◆	◆	◆	◆
Sump Pump (Perm. Installed)	◆	◆	◆	◆
Built-in Jetted Bathtub	◆	◆	◆	◆
Water Heater	◆	◆	◆	◆
Recirculating Hot Water Pump	◆	◆	◆	◆
Pressure Regulator	◆	◆	◆	◆
Garbage Disposal	◆	◆	◆	◆
Instant Hot Water Dispenser	◆	◆	◆	◆
Heating System & Ductwork	◆	◆	◆	◆
Air Conditioning/Evaporative Cooler	◆	◆	◆	◆
Electrical System, Doorbell	◆	◆	◆	◆
Smoke & Carbon Monoxide Detectors	◆	◆	◆	◆
Telephone Wiring	◆	◆	◆	◆
Central Vacuum System	◆	◆	◆	◆
Garage Door Opener	◆	◆	◆	◆
Ceiling/Whole House/Exhaust/Attic Fans	◆	◆	◆	◆
Kitchen Exhaust Fan	◆	◆	◆	◆
Dishwasher	◆	◆	◆	◆
Range/Oven/Cooktop	◆	◆	◆	◆
Built-in Microwave Oven	◆	◆	◆	◆
Trash Compactor	◆	◆	◆	◆
Subterranean Termite Treatment	◆	◆	◆	◆
Re-Key (Buyer Only)	◆	◆	◆	◆
Comprehensive Items		◆	◆	◆
Home Improvement Installation Option		◆	◆	◆
Smart Home Option			◆	◆
Washer/Dryer/Refrigerator Option			◆	◆
Water Softener/Reverse Osmosis Filtration System Option				◆
Enhanced Slab Leak Limit/ External Pipe Leak				◆
Stoppages Due to Roots				◆
Water Heater Expansion Tank				◆
Radiant/Hot Water/Steam Heat				◆
Code Violation/Modification				◆

**See application for Seller's Coverage details.*

$85 Service Trade Call Fee

OPTIONAL COVERAGE HOME BUYER ONLY	1yr / 2yr
HVAC Zone Control	$75 / $150
Pre-Season HVAC Tune-Up	$25 / $50
Pool/Spa Equipment	$225 / $450
Ornamental Fountain Motor and Pump *(Per Fountain)*	$80 / $160
Clothes Washer/Dryer *(per set)*	$90 / $180
Clothes Washer/Dryer/ Refrigerator	$120 / $240
Kitchen Refrigerator *(including Dual Compressors)*	$50 / $100
Additional Refrigerator Coverage *(Only available with purchase of Kitchen Refrigerator Option)*	$50 / $100
Outdoor Kitchen	$100 / $200
Appliance Limit Upgrade	$100 / $200
Water Softener/Reverse Osmosis Water Filtration System	$75 / $150
Well Pump	$100 / $200
Septic Tank System/Sewage Ejector Pump/Grinder Pump	$75 / $150
"Pump-It-Up" Limit Upgrade	$75 / $150
Enhanced Slab Leak Limit/ External Pipe Leak	$100 / $200
Home Improvement Installation	$100 / $200
Smart Home	$80 / $160
Emergency Lodging/ Portable AC Reimbursement Option	$75 / $150
Homeowners Insurance Deductible Coverage	$30 / $60

FIDELITY® NATIONAL HOME WARRANTY

homewarranty.com
1-800-TO-COVER

A FIDELITY NATIONAL FINANCIAL, INC. COMPANY