

Current Coverage: Standard Plan

Contract Number #10774928802

Contract Details

[View Contract Copy](#)

Contract Information

Payment Details

Current Status: Active

Service Fee: ⓘ \$85.00

Start Date: 07/14/2023

Balance: \$426.00

Expiration Date: 07/13/2024

Coverage Details

View Coverage Limits

Included Coverage

Purchased Optional Coverage

Central Air Conditioning

Termite Treatment

Central Vacuum System

First Class Upgrade

Dishwasher

Washer/Dryer/Kitch. Frig. Pkg.

Ductwork

Electrical

Fans (Attic, Exhaust, Ceiling, Whole House)

Garage Door Opener

Heating

Kitchen Range Hood

Microwave Oven (Built-in only)

Oven/Range/Cooktop

Pest Control Services

Plumbing

Plumbing Stoppages

Subterranean Termite Treatment

Trash Compactor

Water Heater

Home Warranty Summary

Contract Number: 10774928802

Contract Effective Date: July 14, 2023

Contract Holder:
MARYANN AND TAE CHOI

Covered Address:
3118 CRYSTAL CASCADE LN
LEAGUE CITY, TX 77573

Coverage Ordered:
Standard Plan
First Class Upgrade
Washer/Dryer/Kitch. Frig. Pkg.

Source of Order: RENEWAL

Cost of Contract: \$852.00

Sales Tax: \$0.00

Payment Handling Fee: \$36.00

Total Cost of Contract: \$888.00

Total Payments: 12

Monthly Payment: \$74.00

Service Call Fee: \$85.00

IMPORTANT:

This contract is valid for 1 year from effective date subsequent to receipt by Company of all payments due. If payments become delinquent for any reason, the unpaid balance may become due in full.

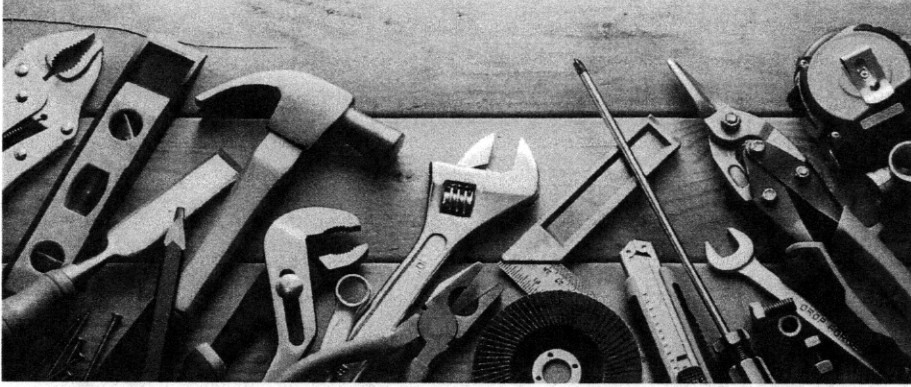
You may purchase optional coverage up to 30 days from Contract Effective Date. Such coverage is not effective until payment is received by Company and coverage terminates upon Contract expiration.

First American Home Warranty values your privacy. For more information, please visit <https://homewarranty.firstam.com/privacy>.

First American Home Warranty
P.O. Box 8030, West Hills, CA 91309

First American + Porch

Help with Home Projects from Porch



Homeownership can be a lot of work. That's why your home warranty also comes with a Porch Gold membership that you can start using immediately for projects such as moving, TV mounting, faucet and lighting replacement, and more. And to help out even more, First American customers get up to \$100 off Porch handyman services such as:

- Home projects: TV mounting, smoke detectors, furniture assembly, fixture installation, lighting replacement.
- Securing your home.
- Moving services: Movers, change of address, switch utilities and TV/internet.



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Credits apply only to Porch Services appointments booked or facilitated by the Home Assistant, through Porch.com or a qualified partner. To redeem a credit, notify the Home Assistant during scheduling. Maximum one \$25 credit per Porch Services appointment. Credits may not be combined with any other credit, coupon, offer or discount for the same appointment, may not be applied to sales tax or prior purchases, and are not reusable. Any unused portion of a credit may not be carried over. Credits have no cash value and are not redeemable for cash. Credits are void if altered, copied, transferred, auctioned or sold. Credits are valid for U.S. service locations only and are void where prohibited by law. Porch Services may not be available in all areas. Other restrictions may apply.

SHOULD YOU NEED SERVICE

PLEASE READ THIS SERVICE CONTRACT (Contract) CAREFULLY and then place your claim at fahw.com or by calling (800) 992-3400.

This is a Contract for repair or replacement of expressly identified appliances, home systems, parts, components or equipment (collectively, Item(s)). Have your Contract number, make or model of covered Item and complete street address available. Service call fee is disclosed on your Home Warranty Summary page that precedes this Contract and is due at the time of claim placement. In some cases, you may be offered a remote service visit.

IMPORTANT

This Contract covers only the Items expressly identified in this Contract and excludes all others (although only by way of example does Contract offer exclusions; which are not exhaustive). Items are not covered unless they are in safe working order at the start of coverage. To be covered, Items must be installed for diagnosis and located within the confines of the perimeter of the foundation of the primary living quarters or garage (except for coverages purchased that, by their description, are located outside of the foundation, including well pump, septic tank, sewage ejector pump, pressure regulator, air conditioning, pool/spa equipment or plumbing plus). This Contract provides coverage for unknown defects if the defect is not detectable through visual inspection or simple mechanical test (excluding renewal and non-real estate transaction customers). Items include malfunctioning systems and appliances due to lack of maintenance, rust, corrosion and chemical or sedimentary build-up. "Service Provider(s)" means all trade businesses who signed a written contract with First American Home Warranty Corporation (Company). **Company will not reimburse you for services performed without prior approval. Company has the sole right to choose a Service Provider.**

COVERAGE TIME AND RENEWAL

You must report defects or malfunctions to Company during the term of this Contract.

1. Contract Effective Date is located on your Home Warranty Summary page. Coverage begins on Contract Effective Date and continues for 12 months.
2. Auto Renewals:
 - A. If the monthly payment option is selected, you will be automatically renewed for an additional annual period of coverage, unless you notify Company in writing 30 days prior to the expiration of this Contract, or, pursuant to state law. Your first payment for the next Contract is deemed authorization for an additional 12 month Contract.
3. Offer for future coverage is at Company's sole discretion. You will be notified of rates and terms for continuation of coverage.

BASIC CONTRACT COVERAGE

Company provides examples of Items "not covered" to assist your understanding of this Contract. "Not covered" examples are not exhaustive. **It is also important to review Limits of Liability as well as the Options Ordered section of your Home Warranty Summary page.**

PLUMBING – COVERED

- ✓ Hose bibbs
- ✓ Pressure regulators
- ✓ Garbage disposal: all parts
- ✓ Circulating hot water pump
- ✓ Shower head and shower arm
- ✓ Toilet tanks, bowls and mechanisms
- ✓ Instant hot water dispenser: all parts
- ✓ Bathtub motor, pump and air switch assemblies
- ✓ Permanently installed sump pumps (ground water only)
- ✓ Valves: shower, tub, diverter, riser, angle stop and gate valves
- ✓ Faucets (chrome builder's standard used when replacement is required)
- ✓ Leaks and breaks of water, drain, gas, vent or sewer lines (except caused by freezing)

NOT COVERED EXAMPLES: FIXTURES, FILTER, SHOWER ENCLOSURE AND BASE PAN, CAULKING AND GROUTING, SEPTIC TANK, FLOW RESTRICTIONS IN FRESH WATER LINES, WATER CONDITIONING EQUIPMENT, SEWAGE EJECTORS, SAUNAS OR STEAM ROOMS, WHIRLPOOL JETS AND FIRE SUPPRESSION SYSTEMS.

NOTE:

- ◆ **COMPANY IS ONLY RESPONSIBLE FOR PROVIDING ACCESS FOR COVERED PLUMBING REPAIRS THROUGH UNOBSTRUCTED WALLS, FLOORS OR CEILINGS AND WILL RETURN THE OPENING TO A ROUGH FINISH. COVERAGE FOR DIAGNOSIS, ACCESS, REPAIR OR REPLACEMENT OF ITEMS LOCATED IN OR UNDER CONCRETE IS LIMITED UP TO \$500.**
- ◆ **TOILET TANKS, BOWLS AND MECHANISMS WILL BE REPLACED WITH LIKE QUALITY UP TO \$300 PER OCCURRENCE.**

PLUMBING STOPPAGES – COVERED

- ✓ Clearing of stoppages in sink, tub, shower drains and toilets. Clearing of sewer and mainline stoppages (including hydrojetting if stoppage is unable to be cleared with cable) to 125 feet of point of access where ground level cleanout is existing. Clearing of lateral drain lines to 125 feet from point of access including accessible cleanout, p-trap, drain or overflow access point.

NOT COVERED EXAMPLES: STOPPAGES CAUSED BY FOREIGN OBJECTS, ROOTS, COLLAPSED OR BROKEN LINES OUTSIDE THE FOUNDATION, ACCESS TO DRAIN OR SEWER LINES FROM ROOF VENT AND COSTS TO LOCATE, ACCESS OR INSTALL A GROUND LEVEL CLEANOUT.

HEATING – COVERED

- | | |
|------------------------------|---------------------------------|
| ✓ Grills | ✓ Filters |
| ✓ Registers | ✓ Radiators |
| ✓ Heat pump | ✓ Gas valves to furnace |
| ✓ Heating elements. | ✓ Gas, electrical, oil furnaces |
| ✓ Baseboard convectors | ✓ Mini-split ductless systems |
| ✓ Heat pump refrigerant | ✓ Thermostats (including base) |
| ✓ Hydronic circulating pumps | |

NOT COVERED EXAMPLES: AUXILIARY SPACE HEATERS, CABLE HEAT, HUMIDIFIER/DEHUMIDIFIER SYSTEMS OR ACCESSORIES, ELECTRONIC AIR CLEANERS, FUEL STORAGE TANKS, HEAT LAMPS, FIREPLACES AND KEY VALVES, FIREPLACE INSERTS, BASEBOARD CASINGS, CHIMNEYS, FLUES AND VENTS, UNDERGROUND OR OUTSIDE COMPONENTS AND PIPING FOR GEOTHERMAL OR WATER SOURCE HEAT PUMPS, WELL PUMPS AND WELL PUMP COMPONENTS FOR GEOTHERMAL OR WATER SOURCE HEAT PUMPS, GRAIN, PELLET, STOVE STYLE OR WOOD HEATING UNITS (EVEN IF ONLY SOURCE OF HEATING) AND SYSTEM MANAGEMENT OR ZONE CONTROL SYSTEMS (WHETHER MANUAL, ELECTRONIC, COMPUTERIZED OR PNEUMATIC).

NOTE:

- ◆ **COVERAGE FOR DIAGNOSIS, ACCESS, REPAIR OR REPLACEMENT OF ANY GEOTHERMAL OR WATER SOURCE HEAT PUMP, GLYCOL, HEATED WATER, STEAM OR WATER HEATER/HEATING COMBINATION UNIT OR OIL FURNACE IS LIMITED UP TO \$1,500.**
- ◆ **IF COMPANY DETERMINES THAT A PACKAGE UNIT OR THE CONDENSER OF A CENTRAL AIR CONDITIONING OR HEAT PUMP SPLIT SYSTEM MUST BE REPLACED, COMPANY WILL REPLACE THE UNIT WITH A UNIT THAT MEETS CURRENT FEDERAL, STATE OR LOCAL GOVERNMENT EFFICIENCY STANDARDS. THIS NOTE ALSO APPLIES TO CENTRAL AIR CONDITIONING.**
- ◆ **COMPANY WILL COVER FEES ASSOCIATED WITH THE USE OF CRANES OR OTHER LIFTING EQUIPMENT REQUIRED TO SERVICE ROOF-TOP HEATING UNITS.**

CENTRAL AIR CONDITIONING – COVERED

- ✓ Refrigeration system (includes heat pump)
 - Grills
 - Registers
 - Thermostats
 - Refrigerant lines
 - Liquid and suction line dryers
 - Evaporator coils (including thermostatic expansion valves)
 - Filters
 - Refrigerant
 - Condensing unit
 - Air handling unit
 - Fuses, breakers, disconnect boxes and wiring
- ✓ Window units
- ✓ Evaporative cooler
- ✓ Built-in electric wall units
- ✓ Mini-split ductless systems

NOT COVERED EXAMPLES: HUMIDIFIER/DEHUMIDIFIER SYSTEMS OR ACCESSORIES, ELECTRONIC AIR CLEANERS, GAS AIR CONDITIONERS, UNDERGROUND OR OUTSIDE PIPING AND COMPONENTS FOR GEOTHERMAL OR WATER SOURCE HEAT PUMPS, COOLER PADS, ROOF JACKS OR STANDS AND SYSTEM MANAGEMENT OR ZONE CONTROL SYSTEMS (WHETHER MANUAL, ELECTRONIC, COMPUTERIZED OR PNEUMATIC).

NOTE:

- ◆ COVERAGE FOR DIAGNOSIS, ACCESS, REPAIR OR REPLACEMENT OF ANY GEOTHERMAL OR WATER SOURCE HEAT PUMP, GLYCOL, HEATED WATER, STEAM OR WATER HEATER/HEATING COMBINATION UNIT IS LIMITED UP TO \$1,500.
- ◆ COMPANY IS ONLY RESPONSIBLE FOR PROVIDING ACCESS FOR COVERED CENTRAL AIR CONDITIONING REPAIRS THROUGH UNOBSTRUCTED WALLS, FLOORS OR CEILINGS AND WILL RETURN THE OPENING TO A ROUGH FINISH. COVERAGE FOR DIAGNOSIS, ACCESS, REPAIR OR REPLACEMENT OF ITEMS LOCATED IN OR UNDER CONCRETE IS LIMITED UP TO \$500.
- ◆ IF COMPANY DETERMINES THAT A PACKAGE UNIT OR THE CONDENSER OF A CENTRAL AIR CONDITIONING OR HEAT PUMP SPLIT SYSTEM MUST BE REPLACED, COMPANY WILL REPLACE THE UNIT WITH A UNIT THAT MEETS CURRENT FEDERAL, STATE OR LOCAL GOVERNMENT EFFICIENCY STANDARDS.
- ◆ WHEN REPLACING A CENTRAL AIR CONDITIONING OR HEAT PUMP SPLIT SYSTEM, COMPANY WILL REPLACE ANY COVERED COMPONENT AS WELL AS MODIFY THE PLENUM, INDOOR ELECTRICAL, AIR HANDLING TRANSITION AND DUCT CONNECTIONS AS NECESSARY TO MAINTAIN COMPATIBILITY AND OPERATING EFFICIENCY AS REQUIRED BY THE MANUFACTURER OF THE REPLACEMENT UNIT, INCLUDING THE INSTALLATION OF THERMOSTATIC EXPANSION VALVES.
- ◆ COMPANY WILL COVER FEES ASSOCIATED WITH THE USE OF CRANES OR OTHER LIFTING EQUIPMENT REQUIRED TO SERVICE ROOF-TOP AIR CONDITIONING UNITS.

DUCTWORK – COVERED

- ✓ Ductwork from the heating or cooling unit to the connection at register or grill, grills and registers.

NOT COVERED EXAMPLES: INSULATION, DAMPERS, DUCTWORK WHERE ASBESTOS IS PRESENT, IMPROPERLY SIZED DUCTWORK, LOCATING LEAKS TO DUCTWORK, DIAGNOSTIC TESTING OF DUCTWORK WHEN REQUIRED BY ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, OR ORDINANCE, OR WHEN REQUIRED DUE TO INSTALLATION OR REPLACEMENT OF ANY SYSTEM EQUIPMENT.

NOTE: COMPANY IS ONLY RESPONSIBLE FOR PROVIDING ACCESS FOR COVERED DUCTWORK REPAIRS THROUGH UNOBSTRUCTED WALLS, FLOORS OR CEILINGS AND WILL RETURN THE OPENING TO A ROUGH FINISH. COVERAGE FOR DIAGNOSIS, ACCESS, REPAIR OR REPLACEMENT OF DUCTWORK LOCATED IN OR UNDER CONCRETE IS LIMITED UP TO \$500.

WATER HEATER (Includes tankless water heaters) – COVERED

- ✓ All parts, except;

NOT COVERED EXAMPLES: HOLDING, STORAGE OR EXPANSION TANKS, FLUES AND VENTS, FUEL STORAGE TANKS AND SOLAR EQUIPMENT.

NOTE: COVERAGE FOR DIAGNOSIS, ACCESS, REPAIR OR REPLACEMENT OF ANY MODULATING CONDENSING BOILER, GEOTHERMAL OR WATER SOURCE HEAT PUMP, GLYCOL, HEATED WATER, STEAM OR WATER HEATER/HEATING COMBINATION UNIT IS LIMITED UP TO \$1,500.

ELECTRICAL – COVERED

- | | |
|---|-------------------------------|
| ✓ Plugs | ✓ Wiring |
| ✓ Conduit | ✓ Junction boxes |
| ✓ Telephone wiring | ✓ Smoke detectors |
| ✓ Panels and sub panels | ✓ Switches and fuses |
| ✓ Circuit breakers (including ground fault) | ✓ Doorbells (includes wiring) |

NOT COVERED EXAMPLES: COMPUTER, AUDIO, VIDEO, INTERCOM, FIXTURES, ALARM – AND ALL ASSOCIATED WIRING OR CABLES. INADEQUATE WIRING CAPACITY, SENSOR, RELAY, LOW VOLTAGE SYSTEMS, POWER SURGES, TIMED CIRCUITS, AND PHONE/UTILITY COMPANY'S EQUIPMENT INCLUDING BUT NOT LIMITED TO PHONE JACKS, METERS AND WIRING.

NOTE: COMPANY IS ONLY RESPONSIBLE FOR PROVIDING ACCESS FOR COVERED ELECTRICAL REPAIRS THROUGH UNOBSTRUCTED WALLS, FLOORS OR CEILINGS AND WILL RETURN THE OPENING TO A ROUGH FINISH.

KITCHEN APPLIANCES (Limit up to \$3,500 per appliance) – COVERED

- ✓ Dishwasher: all parts.
- ✓ Kitchen range hood: all parts.
- ✓ Oven/range/cooktop: all parts, except;

NOT COVERED EXAMPLES: DOOR GLASS, LIGHTS AND MEAT PROBE ASSEMBLIES.

- ✓ Microwave oven (built-in only): all parts, except;

NOT COVERED EXAMPLES: ROTISSERIES, LIGHTS, MEAT PROBE ASSEMBLIES AND REMOVABLE TRAYS.

- ✓ Trash compactor: all parts, except;

NOT COVERED EXAMPLES: LOCK ASSEMBLIES.

GARAGE DOOR OPENERS – COVERED

- | | | | |
|------------------------|----------------|-------------|-----------------|
| ✓ Motor | ✓ Springs | | |
| ✓ Carriage | ✓ Push arm | ✓ Hinges | ✓ Switches |
| ✓ Center rail assembly | ✓ Transmitters | ✓ Capacitor | ✓ Receiver unit |

NOT COVERED EXAMPLES: DOORS, GATES AND GATE MOTORS, SIDE RAILS, ROLLERS AND ADJUSTMENTS.

CENTRAL VACUUM SYSTEM – COVERED

- ✓ All parts, except;

NOT COVERED EXAMPLES: HOSES AND ACCESSORIES WHICH ARE REMOVABLE.

NOTE: COMPANY IS NOT RESPONSIBLE FOR GAINING OR CLOSING ACCESS TO FLOORS, WALLS OR CEILINGS TO LOCATE THE MALFUNCTION OR TO EFFECT REPAIR OR REPLACEMENT.

FANS – COVERED

- ✓ Attic and exhaust fans: all parts.
- ✓ Whole house fans: all parts.
- ✓ Ceiling fans: all parts, except;

NOT COVERED EXAMPLES: LIGHT KITS AND REMOTE TRANSMITTERS.

PEST CONTROL SERVICES – COVERED

- | | | |
|-----------------------------|----------------|------------------|
| ✓ Mice | | |
| ✓ Pillbugs | ✓ Earwigs | ✓ Spiders |
| ✓ Roaches | ✓ Crickets | ✓ Silverfish |
| ✓ Centipedes | ✓ Sowbugs | ✓ Millipedes |
| ✓ Ants (unless not covered) | ✓ Clover mites | ✓ Ground beetles |

NOT COVERED: FIRE ANTS, PHARAOH ANTS, CARPENTER ANTS, FUNGUS AND WOOD DESTROYING ORGANISMS, FLYING INSECTS, TERMITES, FLEAS, TICKS AND RATS.

SUBTERRANEAN TERMITE TREATMENT – COVERED

- ✓ Treatment for subterranean termite infestation.

NOT COVERED EXAMPLES: INFESTATION IN DECKS OR FENCING OR ANY INFESTATION OUTSIDE THE CONFINES OF THE FOUNDATION OF THE HOME OR GARAGE, REPAIR OF DAMAGE CAUSED BY SUBTERRANEAN TERMITES.

You will pay a one time \$200 service call fee per contract for subterranean termite treatment. Repeat visits are free of charge. All work will be performed by a licensed structural pest Service Provider.

OPTIONAL COVERAGE

NOTE: You may purchase optional coverage up to 30 days from Contract Effective Date. Such coverage is not effective until payment is received by Company and coverage terminates upon Contract expiration. To view options purchased, please go to Options Ordered section of your Home Warranty Summary page that precedes this Contract.

POOL/SPA EQUIPMENT (Limit up to \$2,500) – COVERED (if purchased)

Coverage is for pool and spa with shared Items. If Item is not shared, then only one or the other is covered unless an additional option fee is paid.

- | | |
|------------------------------|--|
| ✓ Filters | ✓ Pumps |
| ✓ Timers | ✓ Valves |
| ✓ Circuit board | ✓ Heating units |
| ✓ Pump motors | ✓ Salt water cell |
| ✓ Pool sweep motor and pumps | ✓ Above ground plumbing and electrical |

NOT COVERED EXAMPLES: PORTABLE OR ABOVE GROUND SPAS, ALL CLEANING EQUIPMENT, INCLUDING POP UP HEADS, TURBO AND ACTUATOR VALVES, POOL SWEEPS, LINERS, LIGHTS, STRUCTURAL DEFECTS, SOLAR EQUIPMENT, INACCESSIBLE COMPONENTS, HUMIDIFIER/DEHUMIDIFIER SYSTEMS OR ACCESSORIES, JETS AND RESPECTIVE PARTS AND COMPONENTS, FUEL STORAGE TANKS, FILL VALVES, SYSTEM MANAGEMENT OR ZONE CONTROL SYSTEMS (WHETHER MANUAL, ELECTRONIC, COMPUTERIZED OR PNEUMATIC),

DISPOSABLE FILTRATION MEDIA, CHLORINATORS, OZONATORS AND OTHER WATER CHEMISTRY CONTROL EQUIPMENT AND MATERIALS, AUXILIARY, NEGATIVE EDGE, WATERSLIDE, WATERFALL, ORNAMENTAL FOUNTAIN AND THEIR PUMPING AND MOTOR SYSTEMS OR ANY OTHER PUMP OR MOTOR THAT DOES NOT CIRCULATE WATER FROM THE POOL OR SPA DIRECTLY INTO THE MAIN FILTRATION SYSTEM AS ITS PRIMARY FUNCTION, HEAT PUMPS, SALT, PANEL BOX, REMOTE CONTROLS AND DIALS.

KITCHEN REFRIGERATOR (Limit up to \$3,500) – COVERED (if purchased)

- ✓ All parts, except;

NOT COVERED EXAMPLES: INSULATION, RACKS, SHELVES, DRAWERS, TRACKS, HANDLES, LIGHTS, INTERIOR THERMAL SHELLS, FOOD SPOILAGE, STAND ALONE FREEZERS AND REFRIGERATORS LOCATED OUTSIDE KITCHEN AREA.

NOTE:

- ◆ COVERAGE IS FOR ANY ONE OF THE FOLLOWING TYPES OF KITCHEN REFRIGERATOR/FREEZER UNITS: A BUILT-IN KITCHEN REFRIGERATOR/FREEZER UNIT, A BUILT-IN COMBINATION OF AN ALL REFRIGERATOR UNIT AND AN ALL FREEZER UNIT, OR A FREE STANDING KITCHEN REFRIGERATOR/FREEZER.
- ◆ REPAIR OR REPLACEMENT OF ICE MAKERS, ICE CRUSHERS, BEVERAGE DISPENSERS AND THEIR RESPECTIVE EQUIPMENT WILL ONLY BE COMPLETED WHEN PARTS ARE AVAILABLE.

ADDITIONAL REFRIGERATION (Limit up to \$1,000) – COVERED (if purchased)

This option provides coverage for the following with a combined total of four appliances: additional refrigerator, wet bar refrigerator, wine refrigerator, free standing freezer and free standing ice maker.

- ✓ All parts of a refrigerator (including wet bar and wine refrigerator) and free standing freezer, except;

NOT COVERED EXAMPLES: KITCHEN REFRIGERATOR, INSULATION, RACKS, SHELVES, DRAWERS, TRACKS, HANDLES, LIGHTS, ICE MAKERS, ICE CRUSHERS, BEVERAGE DISPENSERS AND THEIR RESPECTIVE EQUIPMENT, INTERIOR THERMAL SHELLS AND FOOD SPOILAGE.

- ✓ Free standing ice maker:
All parts which affect the primary function of the ice maker and water dispenser, except;

NOT COVERED EXAMPLES: FILTERS, REMOVABLE COMPONENTS WHICH DO NOT AFFECT THE PRIMARY FUNCTION, INTERIOR THERMAL SHELLS AND INSULATION.

CLOTHES WASHER AND DRYER – COVERED (if purchased)

- ✓ All parts, except;

NOT COVERED EXAMPLES: PLASTIC MINI-TUBS, SOAP DISPENSERS, FILTER AND LINT SCREENS, VENTING AND DAMAGE TO CLOTHING.

WELL PUMP (Limited to one well pump per home; Limit up to \$1,500) – COVERED (if purchased)

- ✓ All parts of well pump utilized as a source of water to the home, except;

NOT COVERED EXAMPLES: WELL CASINGS, BOOSTER PUMPS, PUMPS USED EXCLUSIVELY FOR IRRIGATION, ANIMALS AND NON-LIVING QUARTERS, PIPING OR ELECTRICAL LINES, HOLDING, PRESSURE OR STORAGE TANKS, REDRILLING OF WELLS, DAMAGE DUE TO LACK OF WATER, TAMPERING, WELL PUMP AND WELL PUMP COMPONENTS FOR GEOTHERMAL OR WATER SOURCE HEAT PUMPS AND ACCESS TO REPAIR WELL PUMP SYSTEM.

SEPTIC TANK PUMPING/SYSTEM (Limit up to \$500 for tank system) – COVERED (if purchased)

Pumping

- ✓ One time pumping per Contract if the stoppage is due to septic tank backup.

System

- ✓ Jet pump
- ✓ Sewage ejector pump
- ✓ Aerobic pump
- ✓ Septic tank line from house to septic tank

NOT COVERED EXAMPLES: SEPTIC TANKS, SEEPAGE PITS, LEACH LINES, LEACH BEDS, GRINDER PUMPS, CLEANOUT, CESSPOOL, COST OF LOCATING OR TO GAIN ACCESS TO THE SEPTIC TANK, COST OF HOOK-UPS, DISPOSAL OF WASTE AND CHEMICAL TREATMENT OF THE SEPTIC TANK OR SEWER LINES.

ECO UPGRADE – COVERED (if purchased)

- ✓ In the event that any of these covered appliances (dishwasher, refrigerator, free standing freezer, clothes washer) or gas furnace cannot be repaired, subject to all other Contract terms and limitations, including modifications, will be replaced with **ENERGY STAR®** qualified products (if available) with similar features, efficiency and capacity. You have the option of replacing the gas furnace with a 90 percent efficiency model.

PRE-SEASON HVAC TUNE-UP – COVERED (if purchased)

- ✓ One spring tune-up valid for service requests created on or between February 1 and April 30.
- ✓ One fall tune-up valid for service requests created on or between September 1 and November 30.

You are responsible for requesting service and will pay a service call fee for each pre-season tune-up service. Coverage is for one air conditioning or one heating system during each tune-up period; cost of tune-ups for additional systems require additional charges to be paid directly to the Service Provider. If covered service beyond the tune-up is required, an additional service call fee is due. Pre-season tune-ups will be tested and checked for the following items:

Air Conditioning: Thermostat, temperature split, capacitors, contactors, amp draw on compressor, amp draw on blower motor, accessible condensate line, condenser fan blades, clean and tighten electrical connections, refrigerant levels, replace filter (owner supplied) and rinse condenser coil (water rinse only).

Heating: Thermostat, limit switches, safety switches, capacitors, amp draw on motor, heating operation, inspect pilot system/ignitor, check and clean burners (if accessible) and replace filter (owner supplied).

NOT COVERED EXAMPLES: FILTERS, CLEANING OF INDOOR/EVAPORATIVE COIL, CLEARING OR UNCLOGGING CONDENSATE LINES, GEOTHERMAL SYSTEMS, OIL SYSTEMS, HYDRONIC OR STEAM SYSTEMS AND DUCTLESS MINI-SPLIT SYSTEMS.

FIRST CLASS PLUS – COVERED (if purchased)

First Class Plus covers the following items and increases the basic plan limits to the combined maximum aggregates listed.

- ✓ Up to \$2,500 for diagnosis, access, repair or replacement of any oil furnace, geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit.
- ✓ Up to \$1,250 to correct code violations or make modifications when effecting approved repairs or replacements.

NOT COVERED EXAMPLES: RESTORATION OF WALL, CEILING OR FLOOR COVERINGS, CABINETS, COUNTERTOPS, TILE, PAINT OR THE LIKE.

PLUMBING PLUS – COVERED (if purchased)

- ✓ Water heater expansion tanks
- ✓ Up to \$250 to install a ground level cleanout
- ✓ Up to \$250 to clear stoppages caused by roots

Concrete Encasement

- ✓ Coverage is for the diagnosis, access, repair or replacement of leaks in water, drain and gas lines located in or below a concrete slab and encased in or covered by concrete. Coverage increases the basic plan limit to a combined maximum aggregate of \$1,500.

External Pipe Leaks

- ✓ Coverage is for diagnosis, access, repair or replacement of leaks and breaks to external water, gas and drain lines located outside the foundation of the primary living quarters, including repair or replacement of main shut off valve. Coverage is limited up to \$1,000.

NOT COVERED EXAMPLES: IRRIGATION AND SPRINKLER SYSTEMS, POOL/SPA OR FOUNTAIN PIPING, UTILITY OWNED SHUT OFF VALVES AND LANDSCAPE DRAIN LINES.

LIMITS OF LIABILITY

1. Common areas and facilities of mobile home parks and condominiums are not covered. Except as set forth in Pool trade, common systems and appliances not located within the confines of each individual unit are excluded.
2. Repairs or replacements required as a result of missing parts, fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, mud, war, riots, vandalism, acts of God, damage from pests, lack of capacity or misuse are not covered by this Contract.
3. Liability is limited to repair or replacement cost of Item due to normal wear and tear. Cosmetic defects are not covered.

4. Company is not responsible for consequential, incidental, emotional distress, pain or suffering, tort or exemplary damages, secondary damage, loss resulting from the malfunction of any Item, or a Service Provider's delay or neglect in providing, or failing to provide, repair or replacement of an Item due to shortages of labor and/or materials, or any other cause beyond our reasonable control.
5. Unless specified otherwise, any dollar limit mentioned is in the aggregate.
6. Solar systems and components including holding tanks are not covered. System management or zone control systems (whether manual, electronic, computerized or pneumatic) are not covered.
7. Company will pay up to \$250 to correct code violations when effecting approved repairs or replacements. Company may, at its option, pay you in lieu of performing the work. Company is not responsible for the following: any other corrections, repairs, replacements, upgrades, inspections or other additional costs to comply with federal, state or local laws, utility regulations, zoning or building codes; paying any costs relating to construction, carpentry or relocation of equipment; gaining or closing access to Items except where noted in this Contract; and, alterations or modifications made necessary by existing equipment or installing different equipment except where noted in the Central Air Conditioning section of this Contract. Company will not alter structure to effect repair or replacement, nor refinish or replace cabinets, countertops, tile, paint, wall or floor coverings or the like.
8. Company does not provide service involving hazardous or toxic materials, including asbestos or any other contaminants. Company is not responsible for any claim arising out of any pathogenic organisms regardless of any event of cause that contributed in any sequence to damage or injury. Pathogenic organisms mean any bacteria, yeasts, mildew, virus, fungi, mold or their spores, mycotoxins or other metabolic products.
9. Contract covers only single family residential-use property, residential-use resale property or residential-use new construction property. Residential property over 5,000 square feet, multiple units, guest houses and other structures are covered if the appropriate fee is paid. Multiple unit plans include independent coverage limits for each unit except for pool/spa and septic systems. Two year plans' aggregate coverage limits reset every 12 months. Contract is for owned or rented residential property, not for commercial property or premises converted into a business, including but not limited to, nursing/care homes, fraternity/sorority houses, short-term rentals or day care centers.
10. Company will determine, at its sole discretion, whether a covered system or appliance will be repaired or replaced. When replacing any appliance, Company will not pay for any failures that do not contribute to the appliance's primary function including, without limitation, TVs or radios built into the kitchen refrigerator. Company will replace with equipment of similar features, efficiency and capacity but is not responsible for matching brand, dimensions or color. Company may install a smaller capacity unit, including but not limited to water heaters and furnaces, if the projected output of the replacement unit is similar to, or greater than, the replaced existing unit. Company reserves the right to replace with a rebuilt component or part or repair systems and appliances with non-original manufacturer's parts. When coverage has been confirmed and a replacement is needed, Company is not responsible for matching any features of an existing item that do not contribute to the primary function of that item.

11. Company reserves the right to obtain a second opinion at its expense. If Company informs you that a malfunction is not covered, you must ask Company for a second opinion from another Service Provider within 14 days of notice. Company will not reimburse for provider you select, not contracted with Company, to perform a second opinion. Company will dispatch a second Service Provider to diagnose the malfunction. If the outcome of the second opinion is different from the first opinion, Company will accept coverage under this Contract. If your requested second opinion's diagnosis is the same as the initial opinion, you will pay an additional service call fee.
12. Company is not responsible for repairs arising from manufacturer's recall of covered Items, manufacturer's defects or for Items covered under an existing manufacturer's, distributor's or in-home warranty. The covered Items must be domestic or commercial grade and specified by the manufacturer for residential use.
13. Company is not responsible for repair or replacement of any system, appliance, component or part thereof that has previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer, and for which either entity has issued, or issues a warning or recall, or when a failure is caused by manufacturer's improper design, use of improper materials, formula, manufacturing process or manufacturing defect.
14. This Contract does not cover routine maintenance.
15. You and Company may agree on payment of cash in lieu of repair or replacement. Payment is made based on Company's negotiated rates with its suppliers, which may be less than retail. If you accept cash payment, you are required to repair the Item or provide a new replacement and send proof of repair or replacement to Company. The Item will not be covered under this or future Contracts until such proof is provided.
16. Where local building permits are required prior to commencing replacement of appliances, systems or components, Company will pay up to \$250 per occurrence for such local building permits. Company will not be responsible for replacement service when permits cannot be obtained.
17. Company will repair or replace a covered system or appliance (excluding ductwork) that fails as a result of improper installation, modification or repair, or due to not being properly matched in size or efficiency at any time prior to or during the term of this Contract provided the system is not undersized relative to the square footage of area being cooled or heated. In the event that a covered mismatched system or improper installation, modification or repair is in violation of a code requirement, the \$250 code violation coverage applies.

CUSTOMER SERVICE

1. Claims can be placed online or by telephone at all times. During normal working hours (Monday – Friday) your claim will be dispatched within four hours of confirmation of coverage. The services contracted for will be initiated under normal circumstances by the Service Provider within 48 hours after request is made by you. Your submission to Company describing the problem is sufficient notice. The Service Provider will commence diagnosis without first requiring the completion of a written claim form or other such form of proof of loss. The Service Provider will contact you to schedule a mutually convenient appointment time; You will take reasonable measures to prevent secondary

damage caused by a failed system or appliance. If you should request Company to perform service outside of normal business hours, you will pay additional fees, including overtime charges. Company must be notified as soon as a malfunction is discovered and prior to expiration of the Contract term.

2. "Trade Call" means each visit by an approved Service Provider, unless multiple visits are required to remedy the same problem. You will pay the service call fee disclosed on your Home Warranty Summary page for each separate Trade Call or when servicing multiple Items requires additional time to diagnose or repair. Service Providers dispatched for Trade Calls are independent Service Providers, not agents or employees of the Company. Company warrants Service Provider's work for 30 days. If the Item fails outside of the 30-day time period, an additional service call fee will be charged. Failure to pay the service call fee may delay processing of future claims.
3. If Company is not able to locate a Service Provider to service your claim, Company may request that you contact an out-of-network provider directly to obtain service. Company's policies and procedures for outside reimbursement are:
 - a. Approval must be secured in advance of any work being performed and is generally only granted when Company is unable to locate a Service Provider.
 - b. The out-of-network provider must be licensed and insured.
 - c. The out-of-network provider must provide detailed information regarding their diagnosis prior to performing work so that Company can confirm coverage and validate repair or replacement recommendations.
 - d. Covered repairs or replacement will be authorized if the work may be completed at an agreed upon rate.
 - e. You must submit the itemized paid receipt to Company for reimbursement within a reasonable amount of time. Company will reimburse up to the authorized amount.
 - f. Company will deduct any service fees owed from any reimbursement provided.
4. Company will pay costs related to refrigerant recapture, reclaim and disposal (if required) and the removal of an appliance, system or component when Company is replacing a covered appliance, system or component.

TRANSFER OF CONTRACT

If your covered property is sold during the term of this Contract, you have the right to assign this Contract provided that you notify Company of the change in ownership and must submit the name of the new owner by phoning (800) 444-9030 to transfer coverage.

CANCELLATION

Obligations of this Contract are backed by the full faith and credit of the Company and are not guaranteed by a service contract reimbursement insurance policy.

This Contract provides for a 30-day review period and may be cancelled up to the 30th day from the Contract Effective Date for a full refund provided no claims have been made. After 30 days if a claim has been made, this Contract is noncancelable other than by mutual agreement of you and Company.

Your request for cancellation must be in writing and can be submitted to cancellationsupport@firstam.com.

Company will not cancel your Contract except for any of the following reasons:

1. Nonpayment of Contract fees when due.
2. You or your agent's fraud or misrepresentation of facts material to the issuance of this Contract, or in presenting a claim for service thereunder.

If this Contract is cancelled, you shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less a \$50 administrative fee and all service costs incurred by Company.

YOUR DUTIES

You are responsible for the following: (i) Protecting appliances/systems; (ii) Reporting claims promptly; (iii) Installing and maintaining appliances/systems following manufacturer's specifications and (iv) Maintenance if the Service Provider determines it is required to achieve manufacturer results of systems and appliances.

MISCELLANEOUS

This Contract is issued pursuant to a license granted by the Texas Department of Licensing and Regulation (TDLR) and complaints in connection with this Contract may be directed to TDLR at tdlr.texas.gov/complaints or P.O. Box 12157, Austin, TX 78711 or (512) 463-6599.

NOTICES:

- **YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER 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.**
- **THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER CHAPTER 1304, OCCUPATIONS CODE.**

RESOLUTION OF DISPUTES

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.

All disputes and claims arising out of or relating to the Contract must be resolved by binding arbitration. This agreement to arbitrate includes, but is not limited to, all disputes and claims between Company and the Homeowner, Company and the Seller, and claims that arose prior to purchase of the Contract. This agreement to arbitrate applies to Company, Homeowner and Seller, and their respective parent and subsidiary companies, affiliates, agents, employees, predecessors and successors in interest, assigns, heirs, spouses, and children. **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 and remains in that court.**

Any arbitration must take place on an individual basis, and Company, the Homeowner and the Seller agree that they are waiving any right to a jury trial and to bring or participate in a class, representative, or private attorney general action, and further agree that the arbitrator lacks the power to consider claims for injunctive or declaratory relief, or to grant relief affecting anyone other than the individual claimant. If a court decides that any of the provisions of this paragraph are invalid or unenforceable as to a particular claim or request

for a particular remedy (such as a request for public injunctive relief), then that claim or request for that remedy must be brought in court and all other claims and requests for remedies must be arbitrated in accordance with this Contract.

The arbitration is governed by the Consumer Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Contract, and will be administered by the AAA. Company will pay all AAA filing, administration and arbitrator fees for any arbitration it initiates and for any arbitration initiated by another party for which the value of the claims is \$75,000 or less, unless an arbitrator determines that the claims have been brought in bad faith or for an improper purpose, in which case the payment of AAA fees will be governed by the AAA Rules.

The arbitration will take place in the same county in which the property covered by the Contract is located. The Federal Arbitration Act will govern the interpretation, applicability and enforcement of this arbitration agreement. This arbitration clause will survive the termination of this Contract.

AGREEMENT

You and Company are parties to the Contract (Parties). This Contract constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings of the Parties. No modifications to this Contract are effective unless in writing and signed by both Parties.