

NO LEGAL/ COMPLIANCE CONCERNS



Service  
Value  
Integrity



## Your HOME WARRANTY Solution

Available for  
REO's & Short Sales

Western States

[www.firstam.com/warranty](http://www.firstam.com/warranty)



## Why Should You Choose First American CRES Platinum?

**First American Home Buyers Protection has teamed up with CRES Insurance Services** to provide CRES members and clients the most comprehensive risk management services.

As one of the largest home warranty companies in the nation, First American protects against the high costs of repairs and replacements on the home's most critical systems and appliances.

CRES Insurance Services is the nation's leading provider for affordable and reliable Errors & Omissions Insurance and Risk Management services.

With the First American CRES Platinum home warranty plans, home buyers, sellers and real estate agents will maximize coverage while minimizing risks and liabilities that can occur during and after the sale of a home.

## Protect Your Investment & Enjoy Your Home

From the very first day coverage begins, your **First American CRES Platinum** home warranty plan will safeguard your budget and home against unexpected home system and appliance repairs that can occur when purchasing a home.

## Save Time, Energy & Money

No more hassles searching the yellow pages for a reputable contractor you can trust. Anytime a covered item fails, simply go to our website at [www.FirstAm.com/warranty](http://www.FirstAm.com/warranty) or call us at 800.992.3400 to request service. We'll send one of our pre-screened, certified, service technicians to your home to take care of the problem. You can feel comfortable about who's coming into your home and you can get back to enjoying the more important things in life.

### How to Use Your Plan:

1. Call us or go online any time a covered item fails:  
[www.firstam.com/warranty](http://www.firstam.com/warranty)  
800.992.3400
2. Once we receive your service request, we will have a local service technician call you to arrange a convenient day and time to go to your home and diagnose the problem.
3. At the time of the appointment, you'll pay the technician the service call fee.

“ I support our relationship with First American Home Warranty. Should a claims issue arise, I know we can depend on First American to be there not only for our buyers and sellers, but also for our agents. I appreciate the service, value, and integrity that they provide.”








- Jody, Chula Vista, CA\*

“ It has been years since any company, or company representative, has accorded me the respect, and demonstrated sincere appreciation for my business, as has First American.”

- Leo, Russellville, AR\*

\* Those providing testimonials are not employees of First American nor were they paid for their testimonial.

## What repairs/replacements can cost without the protection of a First American home warranty.

Item	Repair	Replace
 Heating System	\$1,603	\$2,508
 Water Heater	\$491	\$1,533
 Plumbing	\$1,116	\$1,520
 Air Conditioning	\$1,607	\$3,046
 Oven/Range	\$1,264	\$5,393
 Refrigerator	\$955	\$2,270
 Electrical System	\$636	\$2,002

Based on actual invoices paid by First American in 2010 after service fees; costs may vary in your geographic area. Items listed may be optional or not available on some plans; please review the sample contract for specific coverage, terms and limitations.



We'll be happy to answer any questions you may have.

Just call us at:  
**888.537.2420**



**First American**

Phone Applications:  
**888.537.2420**

Fax Applications:  
**800.772.1151**

Service Department:  
**800.992.3400**

Online Services:  
[www.firstam.com/warranty](http://www.firstam.com/warranty)

# Sample Contract Coverage

**SHOULD YOU NEED SERVICE PLEASE READ YOUR COVERAGE CAREFULLY and then place your claim at [www.firstam.com/warranty](http://www.firstam.com/warranty) or by calling 800.992.3400.**

It is helpful to have your contract number, make and/or model of covered item and complete street address available. You will pay the \$60 service call fee when the technician arrives at your home (service call fee for Optional Structural Coverage is \$100 per call).

## IMPORTANT

This contract covers only the items mentioned as covered and excludes all others. Items must be in good safe working order at the start of coverage. Items must be installed for diagnosis and located within the confines of the perimeter of the main foundation of the home or garage (except Well Pump, Septic Tank, Pressure Regulator, Air Conditioning and Pool/Spa Equipment). This contract provides coverage for unknown defects if the defect or malfunction would not have been detectable to the buyer, seller or agent through visual inspection or simple mechanical test. This contract provides coverage for covered systems and appliances which malfunction due to lack of maintenance, rust, corrosion and chemical or sedimentary build-up. Coverage is only provided for malfunctions which occur and are reported to First American Home Buyers Protection (Company) during the term of this contract. You must call us for service prior to the expiration of this contract. **The Company will not reimburse you for services performed without approval.**

## TIMING OF COVERAGE

*Basic Seller's Coverage* and *Seller's Optional Coverage* (if elected) starts upon receipt of application or confirmation number by Company and continues until expiration of the initial listing period not to exceed 180 days or until close of sale or listing cancellation (whichever is first). Seller's coverage may be extended at the discretion of the Company.

*Buyer's Coverage* starts upon payment at close of sale and continues for one year.

*Buyer's Coverage for new construction* starts one year after the close of sale and continues for three years from that date.

*Payment* is due at close of sale and must be received by the Company within 30 days of close of sale.

*Offer for future coverage* is at the sole option of the Company. You will be notified of rates and terms for continuation of coverage.

## Basic Contract Coverage

The following items are covered by this contract for the buyer when payment is made at close of sale and for the seller during seller's coverage.

We show examples of items "not covered" to assist your understanding of the contract. **It is also important to review Limits of Liability.**

### PLUMBING

- Leaks and breaks of water, drain, gas, vent or sewer lines (except caused by freezing)
- Valves: shower, tub, diverter, riser, angle stop and gate valves
- Toilet tanks, bowls and mechanisms (replaced with white builder's standard as necessary)
- Circulating hot water pump
- Pressure regulators
- Permanently installed sump pumps within perimeter of main foundation or garage (ground water only)
- Whirlpool bath motor, pump and air switch assemblies

**Not Covered:** Fixtures, faucets, filter, shower head, shower arm, shower enclosure and base pan, caulking and grouting, septic tank, hose bibbs, flow restrictions in fresh water lines, water conditioning equipment, sewage ejectors, saunas or steam rooms, whirlpool jets and fire suppression systems.

**NOTE:** The Company will only be 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 below a concrete slab and items encased in or covered by concrete is limited under this contract to a maximum of \$500 in the aggregate.

### PLUMBING STOPPAGES

- Clearing of stoppages in sink, tub, shower drains and water closets (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, except;

**Not Covered:** Stoppages caused by foreign objects, roots, collapsed or broken lines outside the main foundation, access to drain or sewer lines from roof vent, costs to locate, access or install a ground level cleanout and removal of water closets (toilets).

### WATER HEATER (Includes tankless water heaters)

- All parts and components, except;

**Not Covered:** Holding or storage tanks, flues and vents, fuel storage tanks and solar equipment.

## ELECTRICAL

- Wiring
- Plugs
- Panels and sub panels
- Switches and fuses
- Conduit
- Junction boxes
- Circuit breakers (including ground fault)
- Telephone wiring

**Not Covered:** Door bells, intercom, fixtures, alarms, inadequate wiring capacity, sensor, relay, low voltage systems, timed circuits, phone jacks, wiring which is the property of the phone company and audio/video/computer/intercom/alarm or security cable or wiring.

## KITCHEN APPLIANCES

- Oven/Range/Cooktop
- Dishwasher
- Garbage Disposal
- Microwave Oven (built-in only)
- Trash Compactor
- Instant Hot Water Dispenser

**Not Covered:** Rotisseries, handles, lights, knobs, dials, racks, baskets, rollers, removable trays, removable buckets, door glass, interior lining, lock/key assemblies, magnetic induction units, meat probe assemblies and clocks (unless they affect the primary function of the unit).

## GARAGE DOOR OPENERS

- Switches
- Motor
- Track assembly
- Carriage
- Capacitor
- Push arm
- Receiver unit

**Not Covered:** Remote transmitters, adjustments, doors, hinges and springs.

**NOTE:** The Company will not proceed with diagnosis, repair or replacement of a unit until current safety standards are met.

## CENTRAL VACUUM SYSTEM

- All parts and components, except;

**Not Covered:** Hoses and accessories which are removable.

**NOTE:** The Company is not responsible for gaining or closing access to floors, walls or ceilings to locate the malfunction or to effect repair or replacement.

## ATTIC AND EXHAUST FANS

- All parts and components.

## CEILING FANS

- All parts and components, except;

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

## SMOKE DETECTORS

- All parts and components of both battery operated and hard wired smoke detectors.

## Additional Coverage For Buyer And Optional Coverage For Seller

The seller must agree to an additional payment at close of sale in order to receive the following optional coverage.

**NOTE FOR SELLER:** If this optional coverage is elected, the Company will pay up to a combined maximum limit of \$1,500 during the seller's coverage period for Heating, Central Air Conditioning and Ductwork.

## HEATING

- Heat pump
- Heat pump refrigerant recharging
- Gas, electrical, oil furnaces
- Hydronic circulating pumps
- Thermostats (including base)
- Heating elements
- Radiators
- Gas valves
- Baseboard convectors

**Not Covered:** Auxiliary space heaters, cable heat, mini-split ductless systems (including heat pump versions), filters (including electronic air cleaners), registers, fuel storage tanks, heat lamps, fireplaces and key valves, humidifiers, baseboard casings and grills, chimneys, flues and vents, underground or outside components and piping for geothermal and/or water source heat pumps, well pumps and well pump components for geothermal and/or water source heat pumps, grain, pellet, or wood heating units (even if only source of heating) and heat pump refrigerant recapture, reclaim and disposal.

### NOTE:

- Coverage for diagnosis, access, repair or replacement of heating systems utilizing steam, heated water or glycol is limited under this contract to a maximum of \$1,500 in the aggregate.
- For heat pumps and heat pump package units, Note under Central Air Conditioning applies.

## DUCTWORK

- Ductwork from the heating or cooling unit to the connection at register or grill.

**Not Covered:** Grills and registers, insulation, dampers and ductwork where asbestos is present.

**NOTE:** The Company will only be 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 below a concrete slab and items encased in or covered by concrete is limited under this contract to a maximum of \$500 in the aggregate.

## Optional Coverage For Buyer

Prices listed are for Single-Family Homes/Condominiums/Townhomes/Mobile Homes under 5,000 sq. ft. Call 888.537.2420 for quotes and optional pricing for homes over 5,000 sq. ft., multiple units and new construction.

The buyer is covered for the following optional coverage when additional payment has been made at close of sale.

# Sample Contract Coverage - continued

**NOTE FOR BUYER:** The home buyer may purchase optional coverage up to 60 days from the effective date. Such coverage will not become effective until payment is received by the Company and coverage will expire upon expiration of the basic contract coverage term.

For new construction coverage, the home buyer may purchase optional coverage at any time during the contract term for brand new items. Such coverage will not become effective until payment is received by the Company and coverage will expire upon expiration of the basic contract coverage term.

## POOL / SPA EQUIPMENT - \$180

- Salt water cell
- Pump
- Circuit board
- Timer
- Pool sweep motor and pump
- Above ground plumbing and electrical
- Pump motors
- Filter
- Heating units
- Valves

**Not Covered:** All cleaning equipment, including pop up heads, turbo valves, pool sweeps, liners, lights, structural defects, solar equipment, inaccessible components, jets and fuel storage tanks, disposable filtration medium, chlorinators, ozonators and other water chemistry control equipment and materials, waterfalls, ornamental fountains and their pumping systems, heat pumps, salt, panel box, remote controls and dials.

**NOTE:** Coverage for Salt Water Pool/Spa Equipment salt water cell and circuit board is limited under this contract to a maximum of \$1,500 in the aggregate.

## KITCHEN REFRIGERATOR (Built-in or Free Standing) - \$50

- All parts and components, except;

**Not Covered:** Insulation, racks, shelves, handles, lights, ice crushers, beverage dispensers and their respective equipment, interior thermal shells, food spoilage, stand alone freezers, refrigerators located outside kitchen area and refrigerator recapture, reclaim and disposal.

**NOTE:**

- Coverage is for any one of the following types of kitchen refrigerator/freezer units and is limited under this contract to a maximum of \$2,500: 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 will only be completed when parts are available.

## ADDITIONAL REFRIGERATION - \$35

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

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

**Not Covered:** Kitchen Refrigerator, insulation, racks, shelves, handles, lights, ice makers, ice crushers, beverage dispensers and their respective equipment, interior thermal shells, food spoilage and refrigerant recapture, reclaim and disposal.

- Free standing ice maker

All parts and components which affect the primary function of the ice maker and water dispenser, except;

**Not Covered:** Filters, removable components which do not affect the primary function, interior thermal shells, insulation and refrigerant recapture, reclaim and disposal.

**NOTE:** Coverage is provided for up to four additional refrigeration systems and

is limited to a total maximum of \$1,000 in the aggregate.

## CLOTHES WASHER AND DRYER - \$85

- All parts and components, except;

**Not Covered:** Plastic mini-tubs, soap dispensers, filter and lint screens, knobs and dials, venting and damage to clothing.

## WELL PUMP (Limited to one well pump per home) - \$85

- All parts and components of well pump utilized exclusively for domestic use, except;

**Not Covered:** Well casings, booster pumps, 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 and/or water source heat pumps, improper installation and access to repair well pump system.

## SEPTIC TANK PUMPING - \$35

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

**Not Covered:** Septic tanks, leach lines, cesspool, mechanical pump or systems, 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 and/or sewer lines.

## SEPTIC TANK SYSTEM - \$50

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

**Not Covered:** Seepage pits, leach lines, leach beds, lateral lines, cleanout and pumping of septic tank.

**NOTE:** Coverage for diagnosis, access, repair or replacement of septic tank, sewer lines from house to septic tank, sewage ejector, jet and aerobic pumps is limited to a maximum of \$500 in the aggregate.

## STRUCTURAL COVERAGE - \$200

Coverage applies only when option is purchased and upon receipt of the completed, signed inspector checklist. Company will repair or replace covered structural components listed as functional on the checklist provided: a) there is an actual or anticipated failure of a covered component; b) the failure will vitally affect the use of the home for residential purposes and c) the covered component was in place, functional and permanently installed within the perimeter of the home on the effective date of coverage. **Contract holder will pay a \$100 service fee to our contractor for every structural coverage service call.**

- Sole Plates
- Studs
- Headers
- Floor Joists and Sub Floor
- Foundation Walls
- Load carrying structural components which constitute an integral part of the primary structure
- Sill Plates
- Foundation
- Sheathing
- Plates and Ceiling Joists
- Roof Sheathing and Roof Boards
- Rafters
- Girder Posts
- Partition Wall Studs

**Not Covered:** Failure due to earthquake, weather, flood, land subsidence, slope failure, pest damage, improper construction, substandard building materials, design flaw, modifications that weaken a structural component or that

compromise the structural integrity of the dwelling, failure of any component or system not listed above as covered or defects discovered prior to the effective date of coverage. Upgrades required by code, cosmetic defects and consequential loss or damage are not covered.

**NOTE:**

- Structural Coverage is limited under this contract to a maximum of \$10,000 in the aggregate.
- Structural Coverage is not available for Condominium, Townhome or Mobile Home properties.
- Structural Coverage is not renewable.

## Optional Coverage for Buyer and Seller

The buyer is covered for the following optional coverage when additional payment has been made at close of sale.

The seller must agree to additional payment at close of sale in order to receive the following optional coverage.

**NOTE FOR SELLER:** If this optional coverage is elected, the Company will pay up to a combined maximum limit of \$1,500 during the seller's coverage period for Heating, Central Air Conditioning and Ductwork.

**NOTE FOR BUYER:** The home buyer may purchase optional coverage up to 60 days from the effective date. Such coverage will not become effective until payment is received by the Company and coverage will expire upon expiration of the basic contract coverage term.

For new construction coverage, the home buyer may purchase optional coverage at any time during the contract term for brand new items. Such coverage will not become effective until payment is received by the Company and coverage will expire upon expiration of the basic contract coverage term.

### CENTRAL AIR CONDITIONING

- Refrigeration System (includes heat pump)
  - √ Condensing unit    √ Thermostats    √ Refrigerant lines
  - √ Air handling unit    √ Refrigerant recharging
  - √ Liquid and suction line dryers
  - √ Fuses, breakers, disconnect boxes and wiring
  - √ Evaporator coils (including thermostatic expansion valves)
- Evaporative Cooler    • Built-in Electric Wall Units

**Not Covered:** Mini-split ductless systems (including heat pump versions), registers, grills, filters (including electronic air cleaners), gas air conditioners, window units, underground or outside piping and components for geothermal and/or water source heat pumps, humidifiers, cooler pads, roof jacks or stands and refrigerant recapture, reclaim and disposal.

**NOTE:**

- If the Company determines that a package unit or the condenser of an air conditioning or heat pump split system must be replaced, the Company will replace the unit with a unit that meets current federal, state and/or local government efficiency standards.
- When replacing the condenser of an air conditioning or heat pump split system, the 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.

## First Class Upgrade - \$99

The following items are covered when the First Class Upgrade (FCU) Option is elected. Optional coverage items (\*) must be purchased for FCU to apply. Note: some items are not available (NA) for the seller.

Buyer / Seller

- \* \* **Air Conditioning:** Filters, registers, grills, window units.
- ✓ ✓ **Dishwasher:** Racks, baskets, rollers, knobs, dials.
- \* **NA Clothes Washer and Dryer:** Knobs, dials.
- ✓ \* **Heating:** Registers, grills, filters, heat lamps.
- ✓ ✓ **Plumbing:** Faucets (replaced with chrome builder's standard), shower head and shower arm, hose bibbs, toilets (replaced with like quality up to \$300 per occurrence).
- ✓ ✓ **Oven/Range/Cooktop:** Rotisseries, racks, handles, knobs, dials, interior lining.
- ✓ ✓ **Microwave Oven (built-in only):** Interior lining, door glass, clocks, racks, knobs.
- ✓ ✓ **Trash Compactor:** Removable buckets, knobs.
- ✓ ✓ **Garage Door Openers:** Hinges, springs, remote transmitters.
- ✓ \* The Company will cover fees associated with the use of cranes or other lifting equipment required to service roof-top heating units.
- \* \* The Company will cover fees associated with the use of cranes or other lifting equipment required to service roof-top air conditioning units.
- ✓ ✓ Where local building permits are required prior to commencing replacement of appliances, systems or components, the Company will pay up to \$250 per occurrence for such local building permits. The Company will not be responsible for replacement service when permits cannot be obtained.
- ✓ ✓ The Company will pay costs related to refrigerant recapture, reclaim and disposal (if required) and the removal of an appliance, system or component when the Company is replacing a covered appliance, system or component.
- ✓ ✓ The Company will repair or replace a system or appliance (excluding roofs) that was improperly installed, modified or repaired, or was not 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, Limited Code Upgrade applies.
- ✓ ✓ **Limited Code Upgrade:** The Company will pay up to \$250 in the aggregate under this contract to correct code violations when effecting approved repairs or replacements. The Company may, at its option, pay the contract holder in lieu of performing the work.

## Limits Of Liability

1. Common areas and facilities of mobile home parks and condominiums are not covered. If dwelling is 5 units or more, 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, improper installation, acts of God, damage from pests, lack of capacity or misuse are not covered by this contract.
3. Company's liability is limited to failure of systems or appliances due to normal wear and tear. Cosmetic defects are not covered.
4. Company is not liable or responsible for consequential, incidental and/or secondary damage or loss resulting from the malfunction of any covered item, or a Service Contractor's delay or neglect in providing, or failing to provide, repair or replacement of a covered item, including, but not limited to, personal and/or property damage, food spoilage, additional living expenses, utility bills or loss of income.
5. Solar systems and components including holding tanks are not covered. Electronic, computerized, pneumatic and manual system management and zone controllers are not covered.
6. The Company will not be responsible for any corrections, repairs, replacements, upgrades, inspections or other additional costs to comply with federal, state or local laws, utility regulations, zoning or building codes. The Company will not be responsible to pay any costs relating to permits, haul away fees, construction, carpentry or relocation of equipment. The Company will not be responsible for gaining or closing access to covered items except where noted in this contract. The Company will not be responsible for alterations or modifications made necessary by existing equipment or installing different equipment except where noted in the Central Air Conditioning section of this contract. The 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.
7. The Company will not effect service involving hazardous or toxic materials, including asbestos or any other contaminants. The 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.
8. This contract covers only single family residential-use resale and new construction property, under 5,000 square feet, unless amended by the Company. Resale and new construction homes over 5,000 square feet, multiple units, mother-in-law units, guest houses and other structures are covered if the appropriate fee is paid. This coverage 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 or day care centers.
9. The Company will determine whether a covered system or appliance will be repaired or replaced. When replacing any appliance, the Company will not consider any failures that do not contribute to the appliance's primary function including, without limitation, TVs or radios in the kitchen refrigerator. The Company will replace with equipment of similar features, efficiency and capacity but is not responsible for matching brand, dimensions or color. The Company reserves the right to have a component or part rebuilt or to replace with a rebuilt component or part.
10. The Company reserves the right to require a second opinion at no additional charge to the customer.
11. The 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.
12. The Company is not responsible for repair or replacement of any system or appliance or 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.
13. The Company will not perform routine maintenance. The contract holder is responsible for cleaning and routine maintenance as specified by the manufacturer of the equipment.
14. The Company will repair or replace covered structural components listed as functional on the checklist provided the failure of the covered component will render the dwelling uninhabitable and the covered component was in place, functional and permanently installed within the perimeter of the home on the effective date of coverage.



---

## Customer Service

1. Telephone service is available at all times. All calls including weekends and holidays are dispatched within 48 hours. Contract holder's telephone call to the Company describing the problem is considered sufficient notice. The Company will commence diagnosis without first requiring the completion of a written claim form or other such form of proof of loss. When your coverage is confirmed, First American will dispatch your call to a qualified contractor. The contractor will call you to schedule a mutually convenient appointment time; additional efforts are made in emergency situations. If you should request the Company to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees, including overtime charges.
2. The customer pays the \$60 service call fee for each separate trade call (there is a \$100 service call fee for each call for Optional Structural Coverage). Trade call means each visit by an approved contractor, unless multiple visits are required to remedy the same problem. The Company warrants its work for 30 days. If the item fails outside this time period, an additional service fee will be charged. Failure to pay the service call fee may delay processing of future claims.
3. Homeowner and Company may agree on payment of cash in lieu of repair or replacement. Payment will be made based on Company's negotiated rates with its suppliers, which may be less than retail.
4. Sometimes there are problems and delays in securing parts or equipment. When the items are secured, they will be installed promptly without any further service charge.

---

## Transfer Of Contract

If your covered property is sold during the term of this contract, you must notify First American of the change in ownership and must submit the name of the new owner by phoning 800.992.3400 in order to transfer coverage to the new owner.

---

## Cancellation

A home service contract is noncancelable by the Company during the initial term for which it was issued, except for any of the following reasons: (i) Nonpayment of contract fees; (ii) The subscriber's fraud or misrepresentations of facts material to the issuance of the contract; (iii) The contract provides coverage

prior to the time that an interest in residential property to which it attaches is sold and the sale of the residential property does not occur. If this contract is cancelled, the provider of funds shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less a \$45 administrative fee and all service costs incurred by the Company.

**Utah Residents Only: See Miscellaneous section for cancellation information.**

---

## Duties Of The Contract Holder

The contract holder is responsible for the following: (i) Protecting appliances/systems from further damage should a failure occur; (ii) Reporting claims promptly to First American on the toll free number given in this contract; (iii) Installing all appliances/systems in accordance with the manufacturer's specifications and (iv) Maintaining all appliances/systems in accordance with the manufacturer's specifications, including performing normal, routine maintenance.

---

## Miscellaneous

### **Colorado Residents Only:**

This contract is governed by the provision of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", Article 1 and 2 of Title 6 C.R.S. and the homeowner may have a right to civil action under such laws, including obtaining the recourse of penalties specified in such laws.

### **Utah Cancellation Information:**

A home service contract is noncancelable by the Company during the initial term for which it was issued, except for any of the following reasons: (i) Nonpayment of contract fees; (ii) The subscriber's fraud or misrepresentations of facts material to the issuance of the contract.

If the Company cancels the contract for nonpayment of contract fees, the Company shall send by first-class mail a written notice at least 10 days prior to the cancellation date to the contract holder's last known address of record with the Company. If cancelled for any other reason, a 30 day notice of cancellation will be sent by first-class mail to the contract holder's last known address of record with the Company, explaining exact reasons for the cancellation.

If the contract is cancelled by the Company, the contract holder shall be entitled to a refund of 100% of the unearned paid contract fee, less a \$45 administrative fee. If the contract holder cancels the contract, the Company will refund 90% of the unearned paid contract fee, less a \$45 administrative fee. Coverage afforded under this contract is not guaranteed by

# Sample Contract Coverage - continued

the Property and Casualty Guaranty Association. The service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

## Payment Terms

The following terms are available toward payment of the contract fee: (i) Payment by money order, check or debit/credit card for the full annual contract fee; (ii) Payment by automatically debiting your debit/credit card for a 12 auto-charge payment plan, where the first initial payment is due upon your request for coverage and all future payments will be charged on the same day of the month thereafter until the contract is paid in full; except if the first payment is charged on the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of the month, then all future payments will be charged on the 28<sup>th</sup> of each month thereafter until the contract is paid in full. There is a \$2 handling fee per payment for any partial payment plan. There is no handling fee if payment term is full annual payment.

WS 08/12 Ver. UJ/UK/UJU

First American home warranty plans have reasonable dollar limitations on coverages. Although this sample contract provides specific details, here is a quick reference for your convenience.

## Warranty Coverage Dollar Limitations

Diagnosis, access, repair and/or replacement limits

Concrete Encased Items (plumbing and ductwork)	\$500
Code Violations Under Upgrade	\$250
Steam, Heated Water or Glycol Heating	\$1,500
Kitchen Refrigerator	\$2,500
Additional Refrigeration (up to 4 units)	\$1,000
Permits Under Upgrade (per occurrence)	\$250
Salt Water Pool/Spa Equipment	\$1,500
Seller's Heating, Central Air Conditioning and Ductwork	\$1,500
Septic Tank System	\$500
Structural Coverage	\$10,000
Toilet Replacement Under Upgrade (per occurrence)	\$300

All coverage limits are per contract unless otherwise specified.

Any time a covered item fails, simply call **800.992.3400** or go online at [www.firstam.com/warranty](http://www.firstam.com/warranty) to request service. It is important that First American is contacted first, as the Company will not reimburse for services performed without approval.

“ We believe in First American Home Warranty. We have used their services for many years and have found their service to be superior to any other home warranty company. They have consistently made the extra effort to resolve challenges for our buyers and sellers.”

- Stacy and Jim, Chula Vista, CA\*

\* Those providing testimonials are not employees of First American nor were they paid for their testimonial.



# Application - Protecting Your Home Made Simple



Confirmation # \_\_\_\_\_ Please give your client a sample contract. Contract will be sent to the buyer upon receipt of payment by First American.

## 1. COMPLETE YOUR CONTRACT INFORMATION

(Single-family residence under 5,000 square feet)

### ADDRESS TO BE COVERED:

\*Street Address \_\_\_\_\_ Unit # \_\_\_\_\_

\*City \_\_\_\_\_ \*State \_\_\_\_\_ \*Zip \_\_\_\_\_

REAL ESTATE COMPANY \_\_\_\_\_

\*Phone \_\_\_\_\_ \*Fax \_\_\_\_\_  
(Main Office #)

\*Email \_\_\_\_\_

\*Agent \_\_\_\_\_ Representing  
 Buyer  Seller  
(Referring Agent)

OTHER BROKER COMPANY \_\_\_\_\_

(If applicable)

Phone \_\_\_\_\_ Fax \_\_\_\_\_  
(Main Office #)

Email \_\_\_\_\_

Agent \_\_\_\_\_ Representing  
 Buyer  Seller

CLOSING COMPANY \_\_\_\_\_

Name \_\_\_\_\_  
(Closing Officer's Name)

Phone \_\_\_\_\_ Fax \_\_\_\_\_  
(Main Office #)

Est. Close Date \_\_\_\_\_ File # \_\_\_\_\_

\*BUYER'S NAME \_\_\_\_\_

\*BUYER'S PHONE \_\_\_\_\_

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

\*SELLER'S NAME \_\_\_\_\_

(\* Requested fields if available. Any missing information or incomplete fax may result in delay of order being placed or placed incorrectly.)

## 2. CHOOSE YOUR COVERAGE & OPTIONS

### BASIC PLANS \_\_\_\_\_ Service Call Fee - \$60

#### BUYER'S/SELLER'S COVERAGE

Buyer's coverage 1 year, seller's coverage maximum 180 days.

**Single-Family Home \$310**

**Condominium/Townhome/Mobile Home \$275**

#### VALUE PLUS PLANS

Includes basic coverage, Air Conditioning and First Class Upgrade.

**Single-Family Home (\$54 SAVINGS) \$440**

**Condominium/Townhome/Mobile Home (\$74 SAVINGS) \$385**

#### MULTIPLE UNITS

Buyer's coverage only. Not available for new construction.

**Duplex \$470**

**Triplex \$660**

**Fourplex \$855**

#### NEW CONSTRUCTION COVERAGE

Buyer's coverage only. Covers years 2-4.

**Single-Family Home/Condominium/Townhome/Mobile Home \$465**

### OPTIONAL COVERAGE \_\_\_\_\_

Seller's optional coverage available when basic buyer's/seller's coverage is selected.

#### FOR SELLER

Heating, Central Air Conditioning & Ductwork Coverage \$60

#### FOR BUYER and/or SELLER

First Class Upgrade \$99

#### FOR BUYER

Central Air Conditioning \$85

Clothes Washer/Dryer \$85

Kitchen Refrigerator (Includes built-in and ice maker) \$50

Additional Refrigeration (up to 4 units) \$35

Pool and/or Spa Equipment \$180

(Includes Salt Water Pool/Spa Equipment. No additional charge if separate equipment)

Septic Tank Pumping \$35

Septic Tank System \$50

Structural Coverage (\$100 service call fee. Not available for condominium, townhome or mobile home.) \$200

Well Pump \$85

Clothes Washer/Dryer/Kitchen Refrigerator (Save \$15) \$120

**TOTAL: \_\_\_\_\_**

Call 888.537.2420 for quotes on homes over 5,000 sq. ft., 5-10 units, guest homes and optional coverage pricing for new construction homes and multiple units. See contract for coverage details.

## 3. SIGN & ORDER ONLINE AT FIRSTAM.COM/WARRANTY

**I DESIRE** the home warranty coverage and options I have marked above.

**I DECLINE** the benefits of this coverage. I agree not to hold the above real estate company, broker and/or agents liable for the repair or replacement of a system or appliance that would otherwise have been covered by this plan.

Signature \_\_\_\_\_ Date \_\_\_\_\_

The real estate agent offering this program does so as a service to protect their client's best interest. They receive no direct commission or compensation from First American Home Buyers Protection. Member of the NATIONAL HOME SERVICE CONTRACT ASSOCIATION.

Phone Orders: 888.537.2420 | Fax: 800.772.1151 | Service: 800.992.3400 | P.O. Box 10180, Van Nuys, CA 91410-0180 | Web: www.firstam.com/warranty



## FIRST AMERICAN CRES PLATINUM HOME WARRANTY PLANS

### Basic Plan

Service Call Fee  
\$60

#### BUYER'S/SELLER'S COVERAGE

Prices listed are for homes under 5,000 sq. ft. Buyer's coverage 1 year, seller's coverage maximum 180 days.

Single-Family Home	\$310
Condominium/Townhome/Mobile Home	\$275

#### VALUE PLUS PLANS

Includes basic coverage, Air Conditioning and First Class Upgrade.

Single-Family Home (\$54 SAVINGS)	\$440
Condominium/Townhome/ Mobile Home (\$74 SAVINGS)	\$385

### Optional Coverage

Seller's optional coverage available when basic buyer's/seller's coverage is selected.

#### FOR SELLER

Heating, Central Air Conditioning & Ductwork Coverage	\$60
---	------

#### FOR BUYER and/or SELLER

<b>First Class Upgrade</b>	\$99
----------------------------	------

#### FOR BUYER

Central Air Conditioning	\$85
Clothes Washer/Dryer	\$85
Kitchen Refrigerator (Includes built-in and ice maker)	\$50
Additional Refrigeration (Up to 4 units)	\$35
Pool and/or Spa Equipment (Includes Salt Water Pool/Spa Equipment. No additional charge if separate equipment)	\$180
Septic Tank Pumping	\$35
Septic Tank System	\$50
Structural Coverage (\$100 service call fee. Not available for condominium, townhome or mobile home.)	\$200
Well Pump	\$85
Clothes Washer/Dryer/ Kitchen Refrigerator (Save \$15)	\$120

### Basic Covered Items

	Buyer	Seller
Heating	✓	*
Ductwork	✓	*
Attic and Exhaust Fans	✓	✓
Built-in Microwave	✓	✓
Ceiling Fans	✓	✓
Central Vacuum System	✓	✓
Circulating Pumps	✓	✓
Dishwasher	✓	✓
Electrical System	✓	✓
Garage Door Openers	✓	✓
Garbage Disposal	✓	✓
Instant Hot Water Dispenser	✓	✓
Oven/Range/Cooktop	✓	✓
Plumbing Stoppages	✓	✓
Plumbing System (Includes polybutylene piping)	✓	✓
Pressure Regulators	✓	✓
Smoke Detector	✓	✓
Sump Pumps	✓	✓
Telephone Wiring	✓	✓
Toilet Tanks and Bowls	✓	✓
Trash Compactor	✓	✓
Water Heater	✓	✓
Whirlpool Bath Motor & Pump Assemblies	✓	✓

\* Optional seller's coverage for additional charge.

**Covers unknown conditions which can include rust, corrosion, sediment, problems resulting from lack of maintenance and much more!**



Phone Orders: 888.537.2420 | Fax: 800.772.1151 | Service: 800.992.3400 | P.O. Box 10180, Van Nuys, CA 91410-0180 | Web: [www.firstam.com/warranty](http://www.firstam.com/warranty)

First American Home Buyers Protection Corporation makes no express or implied warranty respecting the information presented and assumes no responsibility for errors or omissions. First American, the eagle logo, and First American Home Buyers Protection Corporation are registered trademarks or trademarks of First American Financial Corporation and/or its affiliates.

FP\_WSCRES\_8\_12

©2012 First American Home Buyers Protection Corporation. All rights reserved.