

CHOOSE PEACE OF MIND COVERAGE...

HOME WARRANTY PLAN | ARIZONA



By Fidelity National Home Warranty

13 MONTHS OF COVERAGE

NEW

Protect your home.

Issued, administered and underwritten by: Fidelity National Home Warranty

WHAT IS THE CRES ADVANTAGE HOME WARRANTY?



More than just a Home Warranty.



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

FIDELITY NATIONAL HOME WARRANTY



homewarranty.com

A FIDELITY NATIONAL FINANCIAL, INC. COMPANY



CRES BROCHURE

# 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.



## 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](http://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](http://www.homewarranty.com)

**Phone:** 1-800-308-1420  
Requests received  
24 hours a day—7 days  
a week

Arizona Home Warranty Plan  
[homewarranty.com](http://homewarranty.com)  
1-800-TO-COVER



# 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           | \$475  | \$2,080 |
| Heating System     | \$775  | \$4,010 |
| Cooling System     | \$950  | \$3,650 |
| Water Heater       | \$595  | \$1,625 |
| Electrical         | \$405  | \$2,075 |
| Oven/Range/Cooktop | \$885  | \$3,225 |
| Refrigerator       | \$795  | \$3,025 |

## 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
- ◆ Service work is warranted for the same malfunction (without an additional Service Trade Call Fee) for 30 days.

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

Fidelity National Home Warranty pays an advertising fee to CRES to market its qualified home warranty products to the general public. The purchase of a home warranty is optional or can be purchased from other home warranty providers.



# Buyer's Standard Coverage

**Contract Holder:** Your selected Plan and Options, as well as the terms and limits listed herein, will be included in the Declaration of Coverage, sent to you once payment is received.

## 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 and garage • shower or tub valves (replaced with chrome builder-grade standard) • angle stops • gate valves • stop and waste valves • toilet tanks, bowls, and working mechanisms (replacement toilets will be white builder-grade standard) • wax ring seals • permanently installed sump pumps (groundwater only) • built-in jetted bathtub motor pump assemblies • pressure regulators • pop-up assemblies.

**Not Covered:** Shower towers/panels • multi-head and multi-valve shower systems • Roman tub/deck mounted valves or faucets • thermostatic valves • bathtubs • sinks • shower enclosures and base pans • washer boxes • caulking and grouting • filters • toilet seats and lids • flow restrictions in freshwater lines • leaks due to high water pressure • saunas • steam rooms • bidets • bathtub jet plumbing • indoor/outdoor sprinkler or fire suppression systems • booster pumps • conditions of electrolysis • remote or Wi-Fi-enabled components • repiping. Unless an option or upgrade is purchased or included in your contract: showerheads • shower arms • fixtures and cartridges • faucets • pot fillers • shower/tub diverters • basket strainers • hose bibs • plumbing hub/manifold • sewage ejector or grinder pumps • septic tanks • water softener/reverse osmosis filtration systems.

**Limits:** FNHW will provide access through unobstructed interior walls, ceilings, floors, concrete slabs, and the like, for diagnosis and repair of inaccessible and/or concrete-encased plumbing pipe leaks within the perimeter of the main foundation of the home and garage (i.e., inside the load-bearing walls of the structure), and return all access openings to a rough finish, subject to a combined aggregate of \$1,000 maximum per contract term unless an option or upgrade is purchased or included in your contract. 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 a stoppage is unable to be cleared with cable. Clearing of branch drain line stoppages in the 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 due to foreign objects • cost to locate or install drain line cleanouts • access to drain lines from a roof vent. Unless an upgrade is purchased or included in your contract: clearing of stoppages due to root intrusion, including the cost to install a ground-level cleanout, removal of toilets or other access, as necessary to clear root intrusion.

## 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 • water heater heat pump attachment • holding/storage tanks • customized sheet metal • odors or noise without a related malfunction. Unless an option or upgrade is purchased or included in your contract: expansion tanks • flues and vents • tune-ups.

**Limits:** The access, diagnosis, repair, and replacement of a) heat pump/hybrid water heaters are limited to a combined aggregate of \$1,500 maximum per contract term, and b) radiant hot water/steam circulating or combined water heater/heating system(s) used to heat the home are limited to a combined aggregate of \$1,500 maximum per contract term unless an upgrade is purchased or included in your contract.



## HEATING/AIR CONDITIONING/EVAPORATIVE COOLER/DUCTWORK

**Covered:** Coverage for the Heating System: All parts and components that affect the operation of the following heating systems: forced air (gas, electric, oil) • built-in floor, wall, and electric baseboard heaters • hot water or steam circulating heating systems • heat pumps, including geothermal or water source • package units • mini-split ductless system(s). **Coverage for the Air Conditioning/Evaporative Cooler:** All parts and components that affect the cooling operation of the following air conditioning systems: ducted central electric split and package units • heat pumps, including geothermal or water source • mini-split ductless system(s) • evaporative coolers • built-in wall air conditioners. **Coverage for the Ductwork:** Accessible ducts from the heating or cooling unit to the connection at the register or grill.

**NOTE:** When a) a heat pump or split system type of condensing unit has failed and a replacement is covered by the terms of this contract, and b) when necessary, according to federally mandated requirements, FNHW will replace the air handler or evaporative coil, thermostatic expansion valve, and modify the transition, plenum, indoor electrical, and/or duct connection.

**Not Covered:** Solar systems • gas or propane air conditioners • glycol systems (unless for geothermal systems) • cable heat • portable, space, freestanding heater or air conditioner • fireplaces and inserts • wood, grain, pellet, or gas stoves • key valves • chimneys • humidifiers, dehumidifiers or electronic air cleaners • cooler pads • customized sheet metal • roof platforms/stands • clocks • timers • sensors • alarms • piping and components for water source heat pumps (outside, underground, or well pump) • fuel/water storage tanks/water towers/chillers • refrigerant and condensate drain lines/condensate drain pump • secondary drain pans • improper use of metering devices • equipment incompatibility due to differences in size, communicating equipment, technology, refrigerant requirement/new types of chemicals/materials • mismatched condensing unit/evaporative coil or air handler per manufacturer's specifications • maintenance and cleaning. Ductwork: inaccessible, high velocity, under-/oversized, collapsed, crushed, kinked, incorrectly strapped, damaged by moisture • improperly sized intake • motorized registers • insulation vapor barrier • asbestos • inspections/diagnostic testing when required by law. Unless an option or upgrade is purchased or included in your contract: heat lamps -permits • zone control and related components, including thermostats • Smart and/or Wi-Fi-enabled thermostats • failure due to a mismatch in capacity or efficiency • window units • condenser housing • use of cranes or other lifting equipment to repair or replace units and/or system components • refrigerant recapture, recovery, and disposal • flues • vents • dampers • non-motorized registers • grills • filters • tune-ups.

**Limits:** Coverage is for the occupied living area only, designed for residential application, must be the main source of heating/cooling to the home, and cannot exceed a 5-ton capacity. Accessible ductwork is limited to \$1,000 per contract term. Unless an option or upgrade is purchased or included in your contract the access, diagnosis, repair, and replacement of any oil or diesel furnace, high velocity or heat/cool transfer system, water source heat pump (including hydronic and geothermal), radiant hot water/steam circulating heat, and water heater/heating combination system used to heat and/or cool the home is limited to a combined aggregate of \$1,500 maximum per contract term.

**Optional Seller's Coverage:** When selected, during the Seller's Coverage term, the access, diagnosis, repair, and replacement of the heating and/or air conditioning system/evaporative cooler and accessible ductwork is limited to a combined aggregate of \$1,500 maximum. Accessible ductwork is limited to \$1,000. Furnace failures due to a cracked heat exchanger or combustion chamber are limited to \$500.

## ELECTRICAL SYSTEM/DOORBELL/ SMOKE AND CARBON MONOXIDE DETECTORS

**Covered:** All parts and components that affect the operation of the electrical outlets, light switches, main/sub electrical panel, meter base/socket/pedestal, breakers, fuses, interior wiring connections, doorbell, smoke and carbon monoxide detectors.

**Not Covered:** Access • lights • ballasts • fixtures • alarms • intercoms (including integrated doorbell) • circuits • inadequate wiring capacity • inaccessible wiring • rewiring the home • power failure or surge • low voltage wiring • direct current (D.C.) wiring or components. Unless an option or upgrade is purchased or included in your contract: 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 perimeter of the main foundation of the home.

**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.

**Limits:** FNHW is not responsible for the cost of gaining/closing access to the floor or walls either to locate the cause of malfunction or to affect repair or replacement.

## CENTRAL VACUUM SYSTEM

**Covered:** All parts and components that affect the operation of the motor, electrical components, and dirt canister.

**Not Covered:** Removable hoses • accessories • clogged pipes.

**Limits:** FNHW is not responsible for the cost of gaining/closing access to the floor or walls either to locate the cause of malfunction or to affect repair or replacement.

## GARAGE DOOR OPENER

**Covered:** All parts and components affecting the primary function of the garage door opener: wiring, motor, receiver, switches, and the track drive assembly.

**Not Covered:** Garage doors • gates and gate motors • rollers • guides • safety sensors • light sockets • door adjustments. Unless an option or upgrade is purchased or included in your contract: hinges • springs • cables • remote transmitters • key pads • Wi-Fi-enabled components of garage door openers • tune-ups.

# Buyer's Standard Coverage

## CEILING/ATTIC/EXHAUST/WHOLE HOUSE FANS (Built-In)

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

**Not Covered:** Louvers • light kits • bulbs • remote control transmitters • Wi-Fi components.

**Limits:** All replacements will be with builder-grade standard unless an upgrade is purchased or included in your contract.

## KITCHEN APPLIANCES

**Covered:** All parts and components that affect the primary function of the dishwasher • trash compactor • range/oven/cooktop • built-in microwave ("built-in" per manufacturer's specifications) • 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 and switches • indoor barbeque • rotisseries • interior lining • shattered or cracked glass cooktop • door glass • trim kits • mounting hardware • portable units • countertop units • removable or detachable components or accessories, including buckets • lock and key assemblies • Wi-Fi-enabled components • any failures that do not contribute to the appliance's primary function.

**Limits:** Sensi-heat burners replaced with standard burners. When a failed microwave oven cannot be repaired, FNHW will provide Cash in Lieu of replacement. The diagnosis, repair, or replacement is limited to a combined aggregate of \$3,500 maximum per appliance per contract term unless an option or upgrade is purchased or included in your contract.

## PEST CONTROL

**Covered:** Treatment is for the following pests located within the main foundation of the home or garage: roaches (except German), ants (except Fire, Pharaoh, and Carpenter varieties), silverfish, Black Widow spiders, earwigs, Brown Recluse spiders, millipedes, mice, crickets, ground beetles, centipedes, pillbugs, sowbugs, Clover mites.

**Not Covered:** Continuous treatment programs • cost to fumigate, including tenting the home • termites • German roaches • Fire, Pharaoh, and Carpenter ants • fungus • wood-boring beetles • rats • any pests not specifically listed as covered. Unless the option is purchased: subterranean termites.

## 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 the 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 the Buyer only and is not available with renewal contracts. The 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 correctly installed and in proper, safe, working order. Coverage shall commence upon receipt of fees and will expire when Plan coverage expires. For Duplex, Triplex, and Fourplex, Options must be purchased for each unit (see Limits of Liability #9). Many Options for Single Family Homes are available for purchase in multiples, up to a total of four Options, to cover more than one system or appliance. The Options not available for purchase in multiples for Single Family Homes are Pool/Spa Equipment, Outdoor Kitchen, Appliance Limit Upgrade, Well Pump, Septic Tank System/ Sewage Ejector Pump/Grinder Pump, "Pump-It-Up" Limit Upgrade, Limited Roof Leak Repair, Additional Inaccessible/Concrete-Encased and External Pipe Leak, and Manufacturer's Warranty Items. Coverage Options are subject to the same Terms of Coverage and Limits of Liability as your Plan coverage.

## HVAC ZONE CONTROL OPTION

**Covered:** Zone control panel, duct dampers, and thermostat for a central forced air system.

**Not Covered:** Flue damper • draft inducer • motorized registers (i.e., Smart Vents). Unless an option or upgrade is purchased or included in your contract, Wi-Fi-enabled thermostats.

**Limits:** The diagnosis, repair, or replacement of the components that affect zone control (i.e., panel, duct dampers, and thermostat) is limited to a combined aggregate of \$500 maximum per contract term.

## PRE-SEASON HVAC TUNE-UP OPTION

**Covered:** Pre-season 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 (pre-season period). The Service Provider will calibrate the thermostat, test temperature split, check system pressures, check refrigerant levels, perform amp draw on the condenser, inspect condenser coils and clean as necessary, check contactors, check accessible condensate lines for leaks, clean or replace filters (Contract Holder to supply), clean and tighten electrical connections, test capacitors, check heating operation, inspect the pilot system, test safety and limit switches, clean burners, and advise Contract Holder if any equipment is improperly installed.

**Not Covered:** Oil or diesel furnace, high velocity or heat/cool transfer system, water source heat pump (including hydronic and geothermal), radiant hot water/steam circulating heat, or water heater/heating combination system(s) • tune-ups outside the pre-season tune-up period • filters • cooler pads • refrigerant • evaporator/indoor coil cleaning, including acid cleaning • clearing of condensate line stoppages.

**Limits:** Coverage is limited to one Air Conditioning/Evaporative Cooler unit and/or one Heating unit tune-up per contract term. The pre-season tune-up service must be requested and performed during the applicable pre-season period. A Service Trade Call Fee (fee) is due for each tune-up requested. If one Pre-Season HVAC Tune-up Option is purchased and/or included in your contract but 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. When more than one Pre-Season HVAC Tune-up Option is purchased and/or included in your contract, a fee is due for each unit requiring service and will be charged at the time service is requested. If a covered service beyond the pre-season tune-up is required, an additional fee is due.

## WATER HEATER TUNE-UP OPTION **NEW**

**Covered:** Tune-up for one water heater. The Service Provider will visually inspect the: water heater and piping for leaks, temperature and pressure relief valve, flue, thermostat, and electrical. As necessary: tighten fittings, clean gas burner assembly, flush the water heater tank or descale a tankless water heater, recommend repairs.

**Not Covered:** Solar units and/or components • holding/storage tanks • secondary damage. Unless mentioned as covered, all Plumbing System and Water Heater coverage exclusions apply.

**Limits:** Limited to one water heater tune-up per contract term. A Service Trade Call Fee (fee) is due for each tune-up requested. If you purchased one Water Heater Tune-Up Option but 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. When more than one Water Heater Tune-Up Option is purchased, a fee is due for each unit requiring service and will be charged at the time service is requested. If a covered service beyond the water heater tune-up is required, an additional fee is due.

## GARAGE DOOR TUNE-UP OPTION **NEW**

**Covered:** Tune-up for one garage door. The Service Provider will inspect each component; tighten and adjust hardware, tracks, and all moving parts; lubricate or grease moving parts; test the door opening and closing; adjust and balance the door as needed; check the function and safety of the garage door opener and photo eye sensors; note and recommend repairs, as necessary.

**Not Covered:** Unless mentioned as covered, all Garage Door Opener coverage exclusions apply.

**Limits:** Limited to one garage door tune-up per contract term. A Service Trade Call Fee (fee) is due for each tune-up requested. If you purchased one Garage Door Tune-up Option but would like additional units tuned-up during the FNHW scheduled service appointment, you are responsible to pay the Service Provider directly for each additional tune-up. When more than one Garage Door Tune-up Option is purchased, a fee is due for each unit requiring service and will be charged at the time service is requested. If an FNHW-covered service beyond the tune-up is required, an additional fee is due.



### 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 • pedestal washers or the auxiliary washer in dual washers (e.g., TwinWash, FlexWash, SideKick, or the like) • portable units • knobs • dials • Wi-Fi-enabled components • touch pads • plastic mini tubs • lint screens • venting • dispensers • damage to clothing.

**Limits:** The diagnosis, repair, or replacement per appliance is limited to a combined aggregate of \$3,500 maximum per contract term unless an option or upgrade is purchased or included in your contract.

### KITCHEN REFRIGERATOR OPTION

**Covered:** Parts and components that affect the cooling operation (compressor, condenser fan, control boards, temperature control, thermostat, condenser coil, evaporator, evaporator fan, defrost system, relay, drain, drain pan, and door switch) of one freestanding kitchen refrigerator with freezer, one built-in kitchen refrigerator with freezer, or one built-in combination of an ALL refrigerator with an ALL freezer unit, including the unit's icemaker/cold water dispenser. Includes dual compressor units.

**Not Covered:** Ice crusher • hot water dispenser/coffee maker • multimedia center • Wi-Fi-enabled components • filters • filter housing • internal thermal shells • insulation • lights • shelves • drawers • handles • wine vaults • portable units • any removable/non-removable component that does not affect the primary function • food spoilage. Unless an option or upgrade is purchased or included in your contract: refrigerant recapture, recovery, and disposal • additional refrigerator • undercounter refrigerator drawers • countertop units • wet bar refrigerator • wine refrigerator • freestanding freezer • freestanding icemaker.

**Limits:** Must be located in the kitchen. In cases where parts are not available for the kitchen refrigerator icemaker/cold water dispenser and respective equipment, FNHW's liability is limited to Cash in Lieu of repair. The diagnosis, repair, or replacement of the kitchen refrigerator is limited to a combined aggregate of \$5,000 maximum per contract term unless an option or upgrade is purchased or included in your contract.

### ADDITIONAL REFRIGERATOR COVERAGE OPTION

**Covered:** Parts and components that affect the cooling operation (compressor, condenser fan, control boards, temperature control, thermostat, condenser coil, evaporator, evaporator fan, defrost system, relay, drain, drain pan, and door switch) of a total of four units of the following types: undercounter refrigerator drawer, wine refrigerator, freestanding freezer, freestanding icemaker, additional refrigerator or wet bar refrigerator with freezer.

**Not Covered:** Units with more than one compressor • built-in ice makers, ice crushers, beverage dispensers, and their respective equipment • multimedia center • Wi-Fi-enabled components • filters • filter housing • internal thermal shells • insulation • lights • shelves • drawers • handles • wine vaults • portable units • any removable/non-removable component that does not affect the primary function • food spoilage. Unless an upgrade is purchased or included in your contract: refrigerant recapture, recovery, and disposal.

**Limits:** This coverage must be ordered in conjunction with the Kitchen Refrigerator Option. The diagnosis, repair, or replacement is limited to a combined aggregate of \$1,000 maximum per contract term unless an option or upgrade is purchased or included in your contract.

### POOL/SPA EQUIPMENT OPTION

**Covered:** All aboveground and accessible parts and components of the water and electrical lines, filtration, pumping, and heating system (including the pool sweep pump, pump motor, blower motor, timer, and integrated heater control board), saltwater circuit board, salt cell, and flow sensor for the saltwater chlorinator.

**Not Covered:** Lights • liners • solar-related equipment • heat pumps • gas lines • underground water and electrical lines • control dials • skimmers • water chemistry control equipment (i.e., chlorinator, ionizer, ozonator, etc.) • cartridges and grids • disposable filtration media (i.e., sand, diatomaceous earth, etc.) • waterfalls and their pumping systems • structural and cosmetic defects • the cost of access to make repairs or replacements • spa jets • pop-up heads • turbo or motorized valves • spa packs • electronic/computerized controls and control panels (e.g., Aqualink, EasyTouch, or the like) • pool sweeps and related cleaning equipment • inflatable/collapsible/flexible-framed spa/hot tub/aboveground pool and respective equipment • swim jet/resistance pool and respective equipment • humidifiers/dehumidifiers • salt • damage or failure as a result of chemical imbalance. Unless an option or upgrade is purchased or included in your contract: ornamental fountain motor and pump • overflow/negative edge/infinity pool motor and pump • any pump or motor that does not circulate water from the pool or spa directly into the main filtration system as its primary function.

**Limits:** The diagnosis, repair, or replacement of the saltwater circuit board, salt cell, and flow sensor for the saltwater chlorinator is limited to a combined aggregate of \$1,500 maximum per contract term.

### ORNAMENTAL FOUNTAIN MOTOR/PUMP OPTION (Including Fountain Motor/Pump in Pond or Pool)

**Covered:** All aboveground and accessible parts and components of the motor and pump assembly for one of the following fountains: freestanding, pond, or pool, including overflow/negative edge/infinity pool motor and pump. Multiple motors/pumps contained within the fountain will be covered.

**Not Covered:** Lights • liners • solar-related equipment • aboveground and underground water, gas, and electrical lines • control dials • water chemistry control equipment (i.e., chlorinator, ionizer, ozonator, etc.) • cartridges and grids • disposable filtration media (i.e., sand, diatomaceous earth, etc.) • waterfalls and their pumping systems • structural and cosmetic defects • the cost of access to make repairs or replacements • turbo or motorized valves • electronic/computerized controls and control panels (e.g., Aqualink, EasyTouch, or the like) • salt • damage or failure as a result of chemical imbalance • any other type of motor/pump.

**Limits:** The diagnosis, repair, or replacement of the motors/pumps within the ornamental fountain are limited to a combined aggregate of \$500 maximum per contract term.



## OUTDOOR KITCHEN OPTION

**Covered:** Outdoor Kitchen Electrical and Plumbing: Parts and components that affect the primary function of the: outdoor electrical and plumbing (water/waste), faucet, garbage disposal, and ceiling fan. **Outdoor Kitchen Refrigerators:** Parts and components that affect the cooling operation (compressor, condenser fan, control boards, temperature control, thermostat, condenser coil, evaporator, evaporator fan, defrost system, relay, drain, drain pan, and door switch) of up to four of the following: undercounter refrigerator drawer, wine refrigerator, freestanding freezer, freestanding icemaker, additional refrigerator or wet bar refrigerator with freezer.

**Not Covered:** Cooktop • ovens • pizza ovens • barbeque equipment or the like • gas lines • dishwashers • misters • entertainment systems • outdoor light fixtures • landscape lighting • access • outdoor refrigerator units with more than one compressor • built-in ice makers, ice crushers, beverage dispensers, and their respective equipment • multimedia center • Wi-Fi-enabled components • filters • filter housing • internal thermal shells • insulation • lights • shelves • drawers • handles • any removable/non-removable component that does not affect the primary function • food spoilage • wine vaults • portable units. Unless an upgrade is purchased or included in your contract: refrigerant recapture, recovery, and disposal.

**Limits:** All covered items must serve only the outdoor kitchen, be rated for outdoor use, installed, and located in the outdoor kitchen. The faucet will be replaced with a chrome builder-grade standard faucet. 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 Cash in Lieu of the amount to repair or replace the covered item as if that were possible without replacing the combination unit. Refrigerator, wet bar refrigerator, wine refrigerator, freestanding freezer and/or freestanding ice maker must not exceed six cubic feet. The diagnosis, repair, or replacement of the covered outdoor kitchen items is limited to a combined aggregate of \$1,000 maximum per contract term. All contract conditions apply.

## APPLIANCE LIMIT UPGRADE OPTION

**Covered:** An additional \$3,500 per unit will be applied toward the standard limitation for the diagnosis, repair, or replacement of Kitchen Appliances, Kitchen Refrigerator, and Clothes Washer and Dryer. An additional \$1,000 aggregate per term will be applied toward the standard limitation for the diagnosis, repair, or replacement of Additional Refrigerator.

**Limits:** The applicable Coverage Options for the Clothes Washer/Dryer, Kitchen Refrigerator, and Additional Refrigerator must be purchased or included in your contract. All other terms and conditions of coverage apply.

## MANUFACTURER'S WARRANTY ITEMS OPTION **NEW**

**Covered:** In cases where the failed covered item is also covered by a manufacturer's warranty, FNHW will cover the labor and other covered costs when the manufacturer a) does not cover the cost of labor and, b) supplies the part or component.

**Limits:** Available for purchase as a Buyer's Coverage Option with the Comprehensive Plus and Enhanced Plans only. Included for the Buyer in the Enhanced Plus Plan. All terms of coverage, limits, and aggregates apply.

## WATER SOFTENER/REVERSE OSMOSIS WATER FILTRATION SYSTEM OPTION

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

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

**Limits:** The system must be located within the main foundation of the home or garage (inside the load-bearing walls of the structure). The diagnosis, repair, or replacement is limited to a combined aggregate of \$500 maximum 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 a combined aggregate of \$1,500 maximum per contract term unless an option or upgrade is purchased or included in your contract.

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

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

**Not Covered:** Collapsed or broken waste lines outside the foundation except the line from the house to the tank • stoppages that prevent the effective use of an externally applied sewer cable • any costs associated with locating or gaining/closing access to the septic tank, covered pumps, or a ground-level cleanout • 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 • basins • access to drain lines from the roof vent. Unless an upgrade is purchased or included in your contract: stoppages due to root intrusion • the cost to install a ground-level cleanout, removal of toilets, or other access.

**Limits:** The diagnosis, repair, or replacement of the aerobic, effluent, sewage ejector, and grinder pumps are limited to a combined aggregate of \$500 per contract term unless an option or upgrade is purchased or included in your contract. The diagnosis, repair, or replacement of the septic tank and waste line from the house to the tank is limited to a combined aggregate of \$500 per contract term unless an option or upgrade is purchased or included in your contract. 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 one septic tank and waste line from the house to the tank is increased by \$500. An additional \$500 will be applied toward the stated limitation for the diagnosis, repair, or replacement of the aerobic, effluent, sewage ejector, and grinder pumps.

**Not Covered:** Unless mentioned as covered, all Well Pump Option and Septic Tank System/Septic Tank Pumping/Sewage Ejector Pump/Grinder Pump Option coverage exclusions apply.

**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 a combined aggregate of \$3,000 maximum per contract term. Septic Tank and/or waste line from the house to the tank is limited to a combined aggregate of \$1,000 maximum per contract term. The diagnosis, repair, or replacement of the covered pumps are limited to a combined aggregate of \$1,000 maximum per contract term. All other terms and conditions of coverage apply.

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

**Covered:** Coverage for Inaccessible/Concrete-encased: The access, diagnosis, and repair of internal concrete-encased or inaccessible plumbing pipe leaks in water, drain, or gas lines, located under or within the perimeter of the main foundation of the home and garage is increased by \$1,000.

**Coverage for External Pipe Leaks:** The diagnosis and repair of 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.

**Not Covered:** External or internal repipe • access to external pipes • indoor or outdoor sprinkler, fire suppression, or irrigation systems • swimming pool, spa, or fountain piping • downspouts • landscape drain lines • flow restrictions in freshwater lines • conditions of electrolysis • the collapse of water, drain, or gas lines caused by foreign objects • access to drain lines from the roof vent. Unless an upgrade is purchased or included in your contract: faucets • clearing of stoppages due to root intrusion, including the cost to install a ground-level cleanout, removal of toilets or other access, as necessary to clear root intrusion.

**Limits:** FNHW will provide access through unobstructed interior walls, ceilings, floors, concrete slabs, and the like, for diagnosis and repair of inaccessible and/or concrete-encased plumbing pipe leaks within the perimeter of the main foundation of the home and garage (i.e., inside the load-bearing walls of the structure), and return all access openings to a rough finish, subject to a combined aggregate of \$2,000 maximum per contract term. FNHW is not responsible for trim, texture, paint, wallpaper, tile, carpet, or the like. External Pipe Leak coverage is limited to a combined aggregate of \$1,000 maximum per contract term. Not available for Condo/Townhome, Mobile Home, Duplex, Triplex, or Fourplex contracts.

### **LIMITED ROOF LEAK REPAIR OPTION**

**Covered:** Repair of leaks caused by rain to shake, shingle, composition, tile, tar and gravel, or metal roofs located over the occupied living area and attached garage.

**Not Covered:** Cracked or missing tiles, shakes, or shingles • foam roofs • any other material not specifically mentioned as covered • structural leaks or leaks at, adjacent to, or caused by: hail, walking or standing on the roof, appendages of any kind including gutters, downspouts, scuppers, flashing, valleys, patio covers, skylights, decks, solar equipment, vents, heating or cooling equipment, antennae, balconies, or chimneys • failure due to lack of normal or preventative maintenance.

**Limits:** The roof must be in good, watertight condition at the start of the contract term. If the deterioration to the affected area of the roof cannot be repaired and requires partial roof replacement, FNHW's liability is limited to Cash in Lieu of the estimated cost of repair as if the repair of that leak were possible. In the event the whole roof has exceeded its life expectancy and must be replaced, this coverage will not apply. Roof diagnosis and repairs for leaks due to rain as a result of normal wear and tear are limited to a combined aggregate of \$1,000 maximum per contract term.

### **SUBTERRANEAN TERMITE TREATMENT OPTION** NEW

**Covered:** A licensed pest control company will provide local/spot treatment for subterranean termites to the perimeter of the main foundation and any areas of live infestation inside the home and attached garage.

**Not Covered:** Access • 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 will pay a one-time \$200 Service Trade Call Fee to the Service Provider for subterranean termite treatment. Repeat visits will be provided during the Buyer's term up to twelve months from the original date of treatment at no additional charge.

**Limits:** The Service Provider reserves the right to not provide treatment in instances where there exists customer chemical sensitivity, environmental hazard, and/or access is prevented. Other forms and methods of treatment (including tenting) may be available from a licensed pest control company at an additional cost to the Contract Holder. Coverage is available only for single family homes under 5,000 square feet and is not available for Condo, Townhouse, Mobile Home, Duplex, Triplex, Fourplex, Guesthouse, Casita, Accessory Dwelling Unit (ADU) 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 interior 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 to install multiple items or subsequent trips to install a single item • access, code violations, or modifications made necessary for installation. Unless an option or upgrade is purchased or included in your contract: disposal of replaced equipment • failure of items covered by a manufacturer's warranty.

**Limits:** Coverage is for the cost of labor to install one each of the covered items listed and is limited to one trip for each installation. 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 or 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 due to failure of one of each of the following per contract term: Smart and/or Wi-Fi-enabled switch, outlet, doorbell, thermostat, and up to two garage door openers.

**Not Covered:** Smart and/or Wi-Fi-enabled router and/or home hub • motorized registers (i.e., Smart Vents).

**Limits:** Diagnosis, repair, or replacement is limited to a combined aggregate of \$1,000 maximum 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 combined aggregate of \$1,000 maximum per contract term. The Contract Holder may alternatively request up to \$100 per day up to a combined aggregate of \$1,000 maximum per contract term for reimbursement of a portable air conditioning unit or heater rental or purchase. This coverage is not renewable.

## HOMEOWNERS INSURANCE DEDUCTIBLE COVERAGE OPTION NEW

**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 a combined aggregate of \$1,000 maximum per contract term upon receipt of an acceptable proof of a paid Homeowners Insurance deductible for secondary or consequential damages solely as a result of a covered system or appliance failure.

## STRUCTURAL WARRANTY ENDORSEMENT OPTION

**Covered:** FNHW will repair or replace the following structural system components listed as functional on the inspection 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 the contract: foundation, foundation walls, sill plates, girder posts, headers, floor joists, sub floor, sole plates, studs, sheathing, plates and ceiling joists, rafters, roof sheathing, roof boards, partition wall studs, other load-bearing structural components which constitute an integral part of the primary structure.

**NOTE:** The Service Trade Call Fee is \$100 and is due upon claim submission.

**Not Covered:** Failure due to earthquake, land subsidence, soil movement, slope failure, weather, storms, lightning, water, flood, mud, hail, snow, ice, freeze, acts of God or nature, fire, pest damage, people, including theft, riot, vandalism, civil disobedience, war, terrorism, accident, improper construction, design flaw, substandard building materials, manufacturer's recall or defects, modifications that weaken a structural component or that compromise the structural integrity of the dwelling, the failure of any component or system not listed as a covered item, defects discovered prior to the effective date of this endorsement, upgrades required by code, cosmetic defects, consequential loss or damage.

**Limits:** Coverage begins upon FNHW's receipt of the completed home inspection and payment of the additional fee for this endorsement option. Coverage is available for Single-Family detached homes and is not available for Condo, Townhome, Mobile Home, Duplex, Triplex, Fourplex, Guesthouse, Casita, Accessory Dwelling Units (ADU), or renewal term contracts. Coverage is limited to a combined aggregate of \$10,000 maximum per term.

# Comprehensive Plus Plan

Includes the Standard Plan, the following additional Coverage Options, and increases lower-level Plan limits up to the stated combined aggregate for the applicable covered systems. Unless mentioned below as covered, all lower-level Plan and Coverage Option limits and exclusions apply.

## HOME IMPROVEMENT INSTALLATION OPTION

### 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 and/or cooling system or ductwork is undersized or oversized relative to the square footage of the area being heated and/or cooled. If the mismatched system violates a code requirement, the \$250 Code Violation limit 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 limit applies as stated.

### CODE VIOLATIONS

**Covered:** FNHW will provide code upgrades to correct code violations, as necessary to affect FNHW-approved repairs and replacements of covered systems or appliances.

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

**Limits:** FNHW will provide coverage up to \$250 per contract term unless an upgrade is purchased or included in your contract.

### EQUIPMENT REMOVAL/DISPOSAL

**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:** When the appropriate option is purchased or included in your contract, FNHW will pay the costs related to the recapture, recovery, and disposal of refrigerant when replacing a covered component for heat pump or air conditioning, and for refrigerator repairs.

### 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, pot fillers, shower/tub diverters, basket strainers, showerheads, shower arms, interior hose bibs, plumbing hub/manifold, and replacement toilets of like quality.

**Not Covered:** Unless an option or upgrade is purchased or included in your contract: Reverse osmosis water filtration faucet/tap.

**Limits:** Covered items replaced with chrome builder-grade standard. Pot fillers are covered up to a combined aggregate of \$500 maximum per contract term. Toilet replacement will be of like quality up to \$600 per toilet per contract term. Plumbing hub/manifold repair or replacement up to a combined aggregate of \$500 maximum per contract term.

## WATER HEATER

**Covered:** FNHW will provide code upgrades to the flue or vent to correct code violations, as necessary to affect FNHW-approved repairs and replacements.

**Limits:** FNHW will pay to correct code violations to the flue or vent up to the \$250 Code Violation limit as stated.

## HEATING/AIR CONDITIONING/EVAPORATIVE COOLER

**Covered:** Non-motorized registers, grills, filters, heat lamps, window units, condenser housing; the use of cranes to complete a roof-mounted heating and/or air conditioning system/evaporative cooler repair/replacement.

**Limits:** FNHW will pay to correct code violations and/or code upgrades to the flue or vent as necessary to affect FNHW-approved repairs and replacements of the heating system up to the stated \$250 Code Violation limit. The use of cranes to complete a roof-mounted heating or air conditioning repair/replacement is limited to \$250 per occurrence.

**Optional Seller's Coverage:** When selected, during the Seller's Coverage term, the access, diagnosis, repair, and replacement of the heating and/or air conditioning system/evaporative cooler and accessible ductwork is limited to a combined aggregate of \$1,500 maximum. Accessible ductwork is limited to \$1,000. Furnace failures due to a cracked heat exchanger or combustion chamber are limited to \$500.

## GARAGE DOOR OPENER

**Covered:** Hinges, springs, cables, remote transmitters, and keypads.

**Not Covered:** Unless an option or upgrade is purchased or included in your contract: Wi-Fi-enabled components of garage door openers • tune-ups.

## CEILING FANS

**Covered:** Replacement ceiling fans will be of like quality.

## DISHWASHER

**Covered:** Racks, rollers, and baskets.

## TRASH COMPACTOR

**Covered:** Removable buckets, knobs, and lock and key assemblies.

## RANGE/OVEN/COOKTOP

**Covered:** Clocks, rotisseries, racks, handles, knobs, dials, and interior lining.

## BUILT-IN MICROWAVE OVEN

**Covered:** Interior lining, door glass, clocks, handles, and shelves.

## Enhanced Plan

Includes the Comprehensive Plus Plan and the following additional Coverage Options.

### SMART HOME OPTION

### CLOTHES WASHER AND DRYER OPTION (Per Set)

### KITCHEN REFRIGERATOR OPTION

## Enhanced Plus Plan

Includes the Enhanced Plan, the following additional Coverage Options, and increases lower-level Plan limits up to the stated combined aggregates for the applicable covered systems. Unless mentioned below as covered or increased, all lower-level Plan and Coverage Option limits and exclusions apply.

### MANUFACTURER'S WARRANTY ITEMS OPTION

### 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, including the cost to install a ground-level cleanout, removal of toilets, or other access, as necessary to clear root intrusion.

**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 maximum 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.

### RADIANT HOT WATER/STEAM HEAT

**Covered:** The access, diagnosis, repair, and replacement of any oil or diesel furnace, high velocity or heat/cool transfer system, water source heat pump (including hydronic and geothermal), radiant hot water/steam circulating heat, and water heater/heating combination system used to heat and/or cool the home is increased by \$1,000 over the Standard Plan coverage.

**Limits:** FNHW will provide coverage up to a combined aggregate of \$2,500 maximum per contract term. Coverage is for the occupied living area only, must be the main source of heating/cooling to the 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, electrical, plumbing, and carpentry modifications and/or correct code violations as necessary to affect FNHW-approved repairs and replacements of covered systems or appliances.

**Not Covered:** Restoration of wall, ceiling, or floor coverings, cabinets, countertops, 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:** FNHW will provide coverage up to a limit of \$1,250 per contract term for code violations/modifications within the stated combined aggregate for the applicable covered systems and appliances. Coverage for flues and vents remains at the Comprehensive Plus Plan limit of \$250.

# 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. Replacements will be of similar capacity, efficiency, and features that affect the primary function of the system or appliance, as the item being replaced. FNHW is not responsible for any failures that do not contribute to a system or appliance's primary function including, but not limited to, TVs or radios built into the kitchen refrigerator. FNHW 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 unit. 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 the 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. Unless an option or upgrade is purchased or included in your contract, FNHW is not responsible nor liable for repairs or replacement of items covered by a manufacturer's, distributor's, or other warranty, the disposal cost(s) of appliances, systems, equipment or components of equipment, including recapture, recovery, or disposal of refrigerant. All dollar limits stated in the contract represent all covered costs and include trip charges, access (when noted as covered), diagnosis, repair, attempted repair, or replacement of the covered system or appliance. A combined aggregate is the cumulative total and constitutes FNHW's maximum liability on a covered service, system, appliance, or unit, as applicable, per contract term.

**4.** Unless otherwise noted in the contract, 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. FNHW will conduct repairs or replacement of covered systems or appliances after the proper code criteria are met. FNHW is not responsible nor liable for construction, carpentry, or other structural modifications made necessary, nor for equipment incompatibility due to differences in size, communicating equipment, technology, refrigerant requirement, or new types of chemicals/materials utilized. FNHW is not responsible to perform services involving contaminants, 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, noise, nor for failures or damage due to: fire, smoke, flood, water, mud, storms, lightning, hail, snow, ice, freeze, earthquake, land subsidence, slope failure, soil movement, structural changes, power failure, surge or overload, inadequate capacity, improper design, cosmetic defects, animals or pests, people, including theft, vandalism, riots, war, and acts of terror, accidents, items where serial numbers have been removed, manufacturer's warning, recall or defect, or items determined to be defective by the Consumer Product Safety Commission. Unless an option or upgrade is purchased or included in your contract: failures due to improper previous repair or installation of appliances, systems, or components are not covered; FNHW will not perform routine maintenance or cleaning of covered items. For example, heating and air conditioning systems require periodic cleaning and/or replacement of filters, and water heaters require periodic flushing, as specified by the manufacturer. FNHW will not repair or replace covered systems and appliances that have not mechanically failed and have been found to solely require routine maintenance or cleaning. The item will be excluded from coverage until proof of maintenance and/or cleaning is provided to FNHW.

**6.** FNHW is not liable for any special, incidental, consequential, or secondary damages and/or any personal injury, personal or property damage, relating in any way to any covered service(s), including but not limited to: the failure of a covered system or appliance; in-network and out-of-network service provider's actions, including misconduct and negligence, or failure to provide timely service; conditions beyond FNHW's control, including delays in securing parts or equipment, labor difficulties, and/or weather. Depending on your needs, this warranty product may not be ideal for managed, vacation, and/or short-term rental properties.

**7.** FNHW is not responsible for providing access to repair or replace a covered system or appliance unless otherwise noted in your contract. When access is provided under this contract, FNHW will provide access through unobstructed walls, ceilings, floors, concrete slabs, and the like, and will return all openings to a rough finish. 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, roof platforms/stands, stacking, connecting or mounting hardware, or other modifications. FNHW does not cover portable appliances and systems or equipment designed for commercial use.

**8.** FNHW is not responsible for solar systems and components, power walls or energy/power storage systems, electronic/computerized, Wi-Fi-enabled, or remote energy management systems including but not limited to lighting, energy, security, pool/spa, entertainment/media/audio, appliances, Smart and/or Wi-Fi-enabled thermostats, or zone control and related components, including thermostats unless an option or upgrade is purchased or included in your 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. Buyer's Coverage Options are only available when purchased for each unit except for the following: Pool/Spa Equipment, Outdoor Kitchen, Appliance Limit Upgrade, Well Pump, Septic Tank System/Sewage Ejector Pump/Grinder Pump, "Pump-It-Up" Limit Upgrade. If the contract is for a dwelling in a building of five units or more, only the items contained within each individual unit are covered, and common systems and appliances are excluded.

**10. Cancellation:** FNHW may cancel this contract for the following reasons: a) non-payment of contract fees; b) fraud or misrepresentation of facts material to the issuance of this contract. For cancellation of a renewal term on a payment plan, where services have been rendered and costs incurred by FNHW, and where permitted by law, FNHW will bill or charge a \$50 administrative fee and the lesser of either the service costs incurred by FNHW or the unpaid annual contract fee through the same method supplied by the Contract Holder for the payment plan, or direct bill if such a method is not available.

*NOTE: All Contract Holder's requests for cancellation must be submitted in writing to FNHW for consideration. For further state-specific details regarding cancellation please see below.*

**Arizona:** This contract may be cancelled by the Contract Holder at any time. FNHW may cancel this contract for the following reasons: a) non-payment of contract fees; b) fraud or misrepresentation of facts material to the issuance of this contract; c) when the contract is for Seller's Coverage and close of escrow does not occur, d) 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, or e) mutual agreement between Contract Holder and FNHW. If the contract is cancelled, the Contract Holder shall be entitled to a prorated refund of the paid contract fee for the unexpired term, less an administrative fee of \$50 or up to 10% of the gross amount paid by the Contract Holder, whichever is less, and less any unpaid Service Trade Call Fees and service costs incurred by FNHW.

**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, based on FNHW's negotiated rates with our suppliers and Service Providers, less any Service Trade Call Fees or other fees owed, and less any attempted repair and/or service costs incurred by FNHW. Cash in Lieu will be provided for systems or appliances where FNHW's cost to repair or replace exceeds the aggregate or limit and may be less than retail. FNHW is not responsible for work performed once the Contract Holder accepts Cash in Lieu of service. Should the Contract Holder opt for repairs or replacement, the Cash in Lieu offer will no longer be available for that service work order. 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 prevailing 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 prevailing 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. The 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.** FNHW is the Provider/Obligator of this service contract, and obligations are backed by the full faith and credit of Fidelity National Home Warranty, P.O. Box 8127 Walnut Creek, CA 94596.

# 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.



| Arizona Buyer's Coverage Limits  | Limits per Term | Limits per Unit or Occurrence* |
|--|-----------------|--------------------------------|
| <b>Standard Plan Limits</b>  |                 |                                |
| Kitchen Appliances   |                 | \$3,500                        |
| Accessible Ductwork  | \$1,000         |                                |
| Heat Pump/Hybrid Water Heater  | \$1,500         |                                |
| Oil, Diesel Furnace; High Velocity, Heat/Cool Transfer System; Water Source Heat Pump (incl. Hydronic, Geothermal); Radiant Hot Water/Steam Circulating Heat; Water Heater/ Heating Combination System               | \$1,500         |                                |
| Concrete-Encased Inaccessible Pipe Leaks   | \$1,000         |                                |
| <b>Comprehensive Plus Plan Limits (Includes Standard Plan Limits)</b>  |                 |                                |
| Code Violations  | \$250           |                                |
| Permits  |                 | \$250                          |
| <b>Plumbing System:</b>  |                 |                                |
| Potfillers   | \$500           |                                |
| Toilet   |                 | \$600                          |
| Plumbing Hub/Manifold  | \$500           |                                |
| <b>Heating/Air Conditioning/Evaporative Cooler:</b>  |                 |                                |
| Flues and Vents (Code Violation)   | \$250           |                                |
| Crane for HVAC Roof Mounted Equipment  |                 | \$250                          |
| <b>Enhanced Plus Plan Limits (Includes and Upgrades Comprehensive Plus Plan Limits)</b>  |                 |                                |
| Stoppages Due to Roots   | \$250           |                                |
| Oil, Diesel Furnace; High Velocity, Heat/Cool Transfer System; Water Source Heat Pump (incl. Hydronic, Geothermal); Radiant Hot Water/Steam Circulating Heat; Water Heater/ Heating Combination System (upgraded to) | \$2,500         |                                |
| Code Violation/Modification (upgraded to)  | \$1,250         |                                |

\*See contract plan limits for details.

| Arizona Buyer's Option Limits   | Limits per Term | Limits per Unit |
|---|-----------------|-----------------|
| HVAC Zone Control Option  | \$500           |                 |
| Pool/Spa Equipment Option (Salt Equip.)   | \$1,500         |                 |
| Ornamental Fountain Motor/Pump Option (Including Fountain Motor/Pump in Pond or Pool)   | \$500           |                 |
| Clothes Washer and Dryer Option   |                 | \$3,500         |
| Kitchen Refrigerator Option   | \$5,000         |                 |
| Additional Refrigerator Coverage Option   | \$1,000         |                 |
| Outdoor Kitchen Option (Includes Outdoor Refrigerators)                                 | \$1,000         |                 |
| Appliance Limit Upgrade Option  |                 | \$3,500         |
| Appliance Limit Upgrade Option for Additional Refrigerator                              | \$1,000         |                 |
| Water Softener/Reverse Osmosis Water Filtration System Option                           | \$500           |                 |
| Well Pump Option  | \$1,500         |                 |
| <b>Septic Tank System/Septic Tank Pumping/ Sewage Ejector Pump/Grinder Pump Option:</b> |                 |                 |
| Septic Tank   | \$500           |                 |
| Sewage Ejector Pump/Grinder Pump  | \$500           |                 |
| <b>Pump-It-Up Limit Upgrade Option:</b>   |                 |                 |
| Well Pump (upgraded to)   | \$3,000         |                 |
| Septic Tank System/Pumps (each upgraded to)   | \$1,000         |                 |
| <b>Additional Inaccessible/Concrete-Encased and External Pipe Leak Coverage Option:</b> |                 |                 |
| Concrete-Encased Leak (upgraded to)   | \$2,000         |                 |
| External Pipe Leak  | \$1,000         |                 |
| Limited Roof Leak Repair Option   | \$1,000         |                 |
| Smart Home Option   | \$1,000         |                 |
| Emergency Lodging/Portable AC Reimbursement Option                                      | \$1,000         |                 |
| Homeowners Insurance Deductible Coverage Option   | \$1,000         |                 |
| Structural Warranty Endorsement Option  | \$10,000        |                 |

## Seller's Coverage Option Limits (Access, Diagnosis, Repair or Replacement Limits during the Seller's Coverage Term)

|   |         |
|---|---------|
| Heating and/or Air Conditioning System/Evaporative Cooler | \$1,500 |
| Cracked Heat Exchanger or Combustion Chamber              | \$500   |
| Accessible Ductwork                                       | \$1,000 |



# Terms of Coverage

**1.** If a covered item fails during the contract term, the Contract Holder must place a service request at [www.homewarranty.com](http://www.homewarranty.com) or by calling 1-800-308-1420. "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. The Contract Holder is responsible to inform FNHW should the assigned Service Provider not make contact. 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 is not responsible for satisfying HOA/High Rise Building CC&R requirements for any/all vendor qualifications. 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 approves the Contract Holder to obtain an Independent Out-of-Network Service Provider to perform a diagnosis: a) the Independent Out-of-Network Service Provider must be qualified, insured, charge fair and reasonable rates for parts and services and, where required by law, be licensed. b) Prior to servicing, the Contract Holder must contact FNHW at 1-800-208-3151 with the Independent Out-of-Network Service Provider's diagnosis, breakdown of services required, and costs. c) Failure to contact FNHW may result in denial of coverage. d) **When FNHW requests** that the Contract Holder obtain an Independent Out-of-Network Service Provider, the covered repairs or replacement will be authorized if work can be completed at an agreed-upon rate. If FNHW does not agree with the bid provided by the Out-of-Network Service Provider, FNHW reserves the right to request a second opinion or, if the Contract Holder prefers, FNHW may authorize the repair and reimburse at FNHW's In-Network Service Provider's price, which may be less than the Independent Out-of-Network Service Provider's price. e) **When the Contract Holder requests** to use an Independent Out-of-Network Service Provider solely to satisfy HOA/High Rise Building CC&R requirements, or, if the Contract Holder does not want to wait for an available appointment with an FNHW Service Provider, FNHW will authorize reimbursement at the FNHW In-Network Service Provider's price and will not re-dispatch to an In-Network Service Provider for that service request. f) Contract Holder will be solely responsible for any difference in the FNHW authorized reimbursement amount and the costs of the Out-of-Network Service Provider. g) FNHW is not responsible for work performed by the Out-of-Network Service Provider. h) Upon completion of the FNHW authorized services, the Contract Holder must pay the Independent Out-of-Network Service Provider and provide FNHW with a copy of an acceptable, paid, and itemized receipt within 30 days of service completion for reimbursement. i) FNHW will deduct any fees owed from the reimbursement and close the Service Work Order.

**3. Service Trade Call Fee (fee):** The Contract Holder is required to pay a 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, a separate fee is required for each. When two or more of the same Tune-up Option (i.e., Pre-Season HVAC, Water Heater, or Garage Door) is purchased and/or included in your contract, a fee is due for each unit requiring service and will be charged at the time service is requested. The fee is listed on the Declaration of Coverage sent

upon receipt of payment for the contract term. 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 the 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 warranted for the same malfunction (without an additional Service Trade Call Fee) for 30 days. A new fee will be due after the 30-day warranty or for any unrelated malfunction. The 30-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 thirteen months, depending on the 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 the 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 the 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 sent to you upon receipt of payment.

**6. New Construction Coverage:** N/A

**7.** This contract covers single-family dwellings under 5,000 square feet (including Condo, Townhome, or Mobile Home); Duplex, Triplex, and Fourplex homes. Homes over 5,000 sq. ft. or dwellings containing five or more units are covered if the appropriate fee is paid. Please call for a quote. Coverage for homes 10,000 sq. ft. or more is not available. Guesthouse, Casita, or Accessory Dwelling Unit (ADU) contracts are only available with the purchase of a contract for the main home. 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 heat pump equipment, electrical panels mounted on an external wall of the covered property, exterior pressure regulator, stop and waste valves, water heaters; when purchased or included in your contract, external pipe leak, well pump, air conditioner/evaporative cooler, pool/spa equipment, ornamental fountain, outdoor kitchen items, sewage or grinder 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 Plan 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, Duplex, Triplex, Fourplex, Guesthouse, Casita, Accessory Dwelling Unit (ADU), or Buyer's Coverage Options. The Enhanced Plan and Enhanced Plus Plan covered items are not available under the Seller's Coverage term. Pre-existing conditions are not covered. 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. Known or unknown defects of covered items found at the time of any inspection of the home will be excluded until an acceptable proof of repair or replacement is received by FNHW. Coverage for a pre-existing condition is excluded for Seller's term and from renewal contracts with a lapse in coverage. Unknown pre-existing conditions will be covered if, at the time coverage began, the defect or malfunction would not have been known to the buyer, seller, agent, or home inspector by a visual inspection and by operating the system or appliance. A visual inspection of the covered item verifies that it appears structurally intact and without damage or missing parts that would indicate inoperability. Operating the covered 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 as designed without causing damage, irregular sounds, smoke, or other abnormal outcomes.

**11.** After the effective date of coverage FNHW will repair or replace covered systems and appliances that mechanically malfunction due to insufficient maintenance, rust, corrosion, or sediment, unless otherwise noted in your 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](http://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.**

**Arizona:** Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices, as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2624, Attn: Consumer Protection. You may directly file any complaint with the Arizona Department of Insurance and Financial Institutions against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions at 602-364-2499.

**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), an Arizona 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.

# Arizona Home Warranty Application

**\$95 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  | Condo/TH/MH   |
|--|---|---|
| <b>Standard Plan</b><br>Seller's Coverage<br>Guesthouse/Casita/Accessory Dwelling Units: ≤ 750 sq. ft.<br>Guesthouse/Casita/Accessory Dwelling Units: > 750 sq. ft.  | <input type="checkbox"/> \$480<br><input type="checkbox"/> \$70<br><input type="checkbox"/> \$335<br><input type="checkbox"/> \$435 | <input type="checkbox"/> \$440<br><input type="checkbox"/> \$70 |
| <b>Comprehensive Plus Plan</b> See plan information on page 12.<br>Seller's Coverage<br>Guesthouse/Casita/Accessory Dwelling Units: ≤ 750 sq. ft.<br>Guesthouse/Casita/Accessory Dwelling Units: > 750 sq. ft. | <input type="checkbox"/> \$555<br><input type="checkbox"/> \$70<br><input type="checkbox"/> \$410<br><input type="checkbox"/> \$510 | <input type="checkbox"/> \$510<br><input type="checkbox"/> \$70 |
| <b>Enhanced Plan</b> See plan information on page 13.<br>Seller's Coverage (for Comprehensive Plus Plan Coverage)  | <input type="checkbox"/> \$655<br><input type="checkbox"/> \$70   | <input type="checkbox"/> \$590<br><input type="checkbox"/> \$70 |
| <b>Enhanced Plus Plan</b> See plan information on page 13.<br>Seller's Coverage (for Comprehensive Plus Plan Coverage)   | <input type="checkbox"/> \$755<br><input type="checkbox"/> \$70   | <input type="checkbox"/> \$680<br><input type="checkbox"/> \$70 |

|                                | Duplex                         | Triplex                          | Fourplex                         | 5+ units (per unit)            |
|--------------------------------|--------------------------------|----------------------------------|----------------------------------|--------------------------------|
| <b>Standard Plan</b>           | <input type="checkbox"/> \$630 | <input type="checkbox"/> \$855   | <input type="checkbox"/> \$1,105 | <input type="checkbox"/> \$315 |
| <b>Comprehensive Plus Plan</b> | <input type="checkbox"/> \$825 | <input type="checkbox"/> \$1,110 | <input type="checkbox"/> \$1,310 | <input type="checkbox"/> \$405 |

## B. SELECT BUYER'S COVERAGE OPTIONS

For Duplex, Triplex or Fourplex, multiply option cost by the number of units.

|  |                                |  |                                |
|--|--------------------------------|--|--------------------------------|
| HVAC Zone Control  | <input type="checkbox"/> \$75  | Well Pump  | <input type="checkbox"/> \$100 |
| Pre-Season HVAC Tune-Up  | <input type="checkbox"/> \$25  | Septic Tank System/Sewage Ejector Pump/Grinder Pump        | <input type="checkbox"/> \$75  |
| Water Heater Tune-Up   | <input type="checkbox"/> \$20  | "Pump-It-Up" Limit Upgrade                                 | <input type="checkbox"/> \$75  |
| Garage Door Tune-Up  | <input type="checkbox"/> \$15  | Enhanced Slab Leak Limit/External Pipe Leak                | <input type="checkbox"/> \$100 |
| Pool/Spa Equipment   | <input type="checkbox"/> \$190 | Limited Roof Leak Repair                                   | <input type="checkbox"/> \$100 |
| Ornamental Fountain Motor & Pump (Per Fountain)  | <input type="checkbox"/> \$80  | Limited Roof Leak Repair (Multiple Units up to 4)          | <input type="checkbox"/> \$160 |
| Clothes Washer/Dryer (Per Set)   | <input type="checkbox"/> \$85  | Subterranean Termite Treatment                             | <input type="checkbox"/> \$45  |
| Clothes Washer/Dryer/Refrigerator  | <input type="checkbox"/> \$130 | Home Improvement Installation                              | <input type="checkbox"/> \$100 |
| Kitchen Refrigerator (Including Dual Compressors)  | <input type="checkbox"/> \$60  | Smart Home   | <input type="checkbox"/> \$80  |
| Additional Refrigerator Coverage (Only Available with Purchase of Kitchen Refrigerator Option) | <input type="checkbox"/> \$60  | Emergency Lodging/Portable AC Reimbursement                | <input type="checkbox"/> \$75  |
| Outdoor Kitchen  | <input type="checkbox"/> \$100 | Homeowners Insurance Deductible Coverage                   | <input type="checkbox"/> \$30  |
| Appliance Limit Upgrade  | <input type="checkbox"/> \$100 | Structural Warranty Endorsement (Single Family Homes Only) | <input type="checkbox"/> \$200 |
| Manufacturer's Warranty Items (Not Available w/Standard Plan)                                  | <input type="checkbox"/> \$20  |  |                                |
| Water Softener/Reverse Osmosis Water Filtration System   | <input type="checkbox"/> \$80  |  |                                |

## 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 escrow.

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

**Confirmation No.** \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

# Warranty Plans at a Glance

Bundle & Save!

| HOME BUYER COVERAGE *   | STANDARD PLAN | COMPREHENSIVE PLUS PLAN | ENHANCED PLAN | ENHANCED PLUS PLAN |
|---|---------------|-------------------------|---------------|--------------------|
| Single Family   | \$480         | \$555                   | \$655         | \$755              |
| Condo/Townhome/Mobile   | \$440         | \$510                   | \$590         | \$680              |
| Duplex  | \$630         | \$825                   | N/A           | N/A                |
| Triplex   | \$855         | \$1,110                 | N/A           | N/A                |
| Fourplex  | \$1,105       | \$1,310                 | N/A           | N/A                |
| <b>Home Seller Coverage: Single Family and Condo/Townhome/Mobile Home</b> | \$70          | \$70                    | \$70**        | \$70**             |
| COVERED   |               |                         |               |                    |
| Plumbing System & Stoppages   | ◆             | ◆                       | ◆             | ◆                  |
| Built-in Jetted Bathtub   | ◆             | ◆                       | ◆             | ◆                  |
| Garbage Disposal  | ◆             | ◆                       | ◆             | ◆                  |
| Instant Hot Water Dispenser   | ◆             | ◆                       | ◆             | ◆                  |
| Pressure Regulator  | ◆             | ◆                       | ◆             | ◆                  |
| Sump Pump (Perm. Installed)   | ◆             | ◆                       | ◆             | ◆                  |
| Toilets   | ◆             | ◆                       | ◆             | ◆                  |
| Water Heater  | ◆             | ◆                       | ◆             | ◆                  |
| Recirculating Hot Water Pump  | ◆             | ◆                       | ◆             | ◆                  |
| 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/Attic Fans  | ◆             | ◆                       | ◆             | ◆                  |
| Kitchen Exhaust Fan   | ◆             | ◆                       | ◆             | ◆                  |
| Dishwasher  | ◆             | ◆                       | ◆             | ◆                  |
| Range/Oven/Cooktop  | ◆             | ◆                       | ◆             | ◆                  |
| Built-in Microwave Oven   | ◆             | ◆                       | ◆             | ◆                  |
| Trash Compactor   | ◆             | ◆                       | ◆             | ◆                  |
| Pest Control  | ◆             | ◆                       | ◆             | ◆                  |
| Re-Key (Buyer Only)   | ◆             | ◆                       | ◆             | ◆                  |
| Comprehensive Plus Plan Items (Page 12)                                   |               | ◆                       | ◆             | ◆                  |
| Home Improvement Installation Option                                      |               | ◆                       | ◆             | ◆                  |
| Smart Home Option   |               |                         | ◆             | ◆                  |
| Washer/Dryer Option   |               |                         | ◆             | ◆                  |
| Kitchen Refrigerator Option (Including Dual Compressors)                  |               |                         | ◆             | ◆                  |
| Manufacturer's Warranty Items <b>NEW</b>                                  |               |                         |               | ◆                  |
| Water Softener/Reverse Osmosis Filtration System Option                   |               |                         |               | ◆                  |
| Enhanced Slab Leak Limit/External Pipe Leak Option                        |               |                         |               | ◆                  |
| Stoppages Due to Roots  |               |                         |               | ◆                  |
| Water Heater Expansion Tank   |               |                         |               | ◆                  |
| Radiant/Hot Water/Steam Heat Aggregate Increase                           |               |                         |               | ◆                  |
| Code Violation/Modification Aggregate Increase                            |               |                         |               | ◆                  |

## \$95 Service Trade Call Fee

| HOME BUYER COVERAGE OPTIONS  |       |
|--|-------|
| HVAC Zone Control  | \$75  |
| Pre-Season HVAC Tune-Up  | \$25  |
| Water Heater Tune-Up <b>NEW</b>  | \$20  |
| Garage Door Tune-Up <b>NEW</b>   | \$15  |
| Pool/Spa Equipment   | \$190 |
| Ornamental Fountain Motor and Pump (Per Fountain)  | \$80  |
| Clothes Washer/Dryer (Per Set)   | \$85  |
| Clothes Washer/Dryer/Refrigerator  | \$130 |
| Kitchen Refrigerator (Including Dual Compressors)  | \$60  |
| Additional Refrigerator Coverage (Only Available with Purchase of Kitchen Refrigerator Option) | \$60  |
| Outdoor Kitchen  | \$100 |
| Appliance Limit Upgrade  | \$100 |
| Manufacturer's Warranty Items (Not Available with Standard Plan) <b>NEW</b>                    | \$20  |
| Water Softener/Reverse Osmosis Water Filtration System   | \$80  |
| Well Pump  | \$100 |
| Septic Tank System/Sewage Ejector Pump/Grinder Pump  | \$75  |
| "Pump-It-Up" Limit Upgrade   | \$75  |
| Enhanced Slab Leak Limit/External Pipe Leak  | \$100 |
| Limited Roof Leak Repair   | \$100 |
| Limited Roof Leak Repair (Multiple Units up to 4)  | \$160 |
| Subterranean Termite Treatment*** <b>NEW</b>   | \$45  |
| Home Improvement Installation  | \$100 |
| Smart Home   | \$80  |
| Emergency Lodging/Portable AC Reimbursement  | \$75  |
| Homeowners Insurance Deductible Coverage <b>NEW</b>  | \$30  |
| Structural Warranty Endorsement (SFH only) See Page 11   | \$200 |

\*\*\*One-time \$200 Service Trade Call Fee



By Fidelity National Home Warranty

homewarranty.com  
1-800-TO-COVER

\*See page 19 for Guesthouse/ADU coverage. \*\*Seller covered up to Comprehensive Plus Plan Coverage.