

CHOOSE PEACE OF MIND COVERAGE...

HOME WARRANTY | PLAN

COLORADO, IDAHO,
OREGON, WASHINGTON



By Fidelity National Home Warranty

Protect
your home.



CO-CODE
12H244

13 Months of Coverage

Issued, administered and underwritten by:
Fidelity National Home Warranty

*We've got
You Covered.*



homewarranty.com

A FIDELITY NATIONAL FINANCIAL, INC. COMPANY

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

Enjoy the peace of mind that comes with a home warranty protection plan from Fidelity National Home Warranty

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



HOME BUYER

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

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

SELLER

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

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

CONTACT

APPLY FOR COVERAGE:

Online:

www.homewarranty.com

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

Fax: 1-800-308-1460

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

REQUEST SERVICE:

Online:

www.homewarranty.com

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

Colorado, Idaho, Oregon and
Washington Home Warranty Plan
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	\$230	\$2,080
Heating System	\$355	\$4,010
Cooling System	\$445	\$3,650
Water Heater	\$512	\$1,465
Electrical	\$365	\$2,075
Oven/Range/Cooktop	\$225	\$1,345
Refrigerator	\$455	\$2,010

Why should you choose Fidelity National Home Warranty?

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

- ◆ Protection Plans and options that work best for your home and your budget
- ◆ Local, licensed, insured, dependable and pre-screened service providers
- ◆ Guaranteed work at no extra cost—30 days labor/ 90 days parts
- ◆ Proactive monitoring of appointments and repair status through our automated tracking system

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: Please refer to your contract for specific coverage, exclusions, and limitations.

PLUMBING SYSTEM

Covered: Garbage disposal • instant hot water dispenser • repair of leaks and breaks in water, waste, vent, or gas lines within the perimeter of the main foundation of the home or garage • shower/tub valves/diverters/basket strainers (replaced with chrome builder's standard) • angle stops • gate valves • waste and stop valves • toilet tanks, bowls, and working mechanisms (replacement toilets will be white builder's standard) • wax ring seals • permanently installed sump pumps (ground water only) • built-in whirlpool bathtub motor pump assemblies • pressure regulators • pop-up assemblies.

Not Covered: Shower heads • shower arms • shower towers/shower panels, multi-head and multi-valve shower systems • fixtures • faucets • Roman tub valves and faucets • bathtubs • sinks • shower enclosures and base pans • caulking and grouting • filters • hose bibs • sewage ejector pumps • toilet seats and lids • septic tanks • water softeners • flow restrictions in fresh water lines • saunas • steam rooms • bidets • whirlpool bathtub jet plumbing • indoor or outdoor sprinkler systems • booster pumps • conditions of electrolysis.

Limits: The access, diagnosis, and repair of concrete-encased or inaccessible interior plumbing lines is limited to **\$1,000 aggregate per contract term**. FNHW will provide access through unobstructed walls, ceilings, floors, concrete slabs, and the like, and will return all openings made for access to a rough finish, subject to the \$1,000 limit indicated. FNHW is not responsible for trim, texture, paint, wallpaper, tile, carpet, or the like.

PLUMBING STOPPAGES

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

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

WATER HEATER (GAS OR ELECTRIC)

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

Not Covered: Solar units and/or components • holding tanks • expansion tanks • flues and vents • noise without a related malfunction.

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

HEATING SYSTEM

Covered: All parts and components that affect the operation of the following heating systems: forced air (gas, electric, oil) • built-in floor and wall heaters • hot water or steam circulating heating systems • heat pumps • package units • mini-split ductless system(s) • electric baseboard • room heaters. When a heat pump or split system type of condensing unit has failed and a replacement is required, FNHW will replace with a condensing unit that meets federally mandated SEER* and HSPF** requirements, including the replacement of any covered components that are necessary to maintain compatibility with the replacement condensing unit such as the air handler • evaporative coil • transition • plenum • indoor electrical • duct connection • accessible refrigerant and condensate drain lines • thermostatic expansion valve.

Not Covered: Solar heating systems • geothermal systems • glycol systems • portable and freestanding units • humidifiers, dehumidifiers, and electronic air cleaners • fuel and water storage tanks • registers and grills • filters • heat lamps • fireplaces • wood, pellet, or gas stoves (even if only source of heating) • chimneys • flues • vents • fireplace inserts and key valves • cable heat • clocks • timers • outside or underground piping and components for geothermal and/or water source heat pumps • well pump and well pump components for geothermal and/or water source heat pumps • inaccessible refrigerant and condensate drain lines • general maintenance and cleaning • improper use of metering devices • systems with improperly matched condensing unit and evaporative coil per manufacturer's specifications unless otherwise noted in this contract • zone control and related components of forced air systems • refrigerant recapture, recovery, and disposal • Wi-Fi enabled thermostat • use of cranes or other lifting equipment to repair or replace units/system components.

Limits: Must be main source of heat to home and designed for residential application; not to exceed 5-ton capacity. The access, diagnosis, repair, and replacement of any water heater/heating combination, hot water heating, radiant heat, steam circulating, or water source heat pump is limited to **\$1,500 aggregate per system or unit per contract term**.

Seller's HVAC Option: When selected, the access, diagnosis, repair, or replacement of the heating and/or air conditioning system/evaporative cooler and ductwork is limited to a **combined aggregate of \$1,500 maximum during the Seller's Coverage period. Furnace failures due to a cracked heat exchanger or combustion chamber is limited to \$500. All other limits and aggregates apply.**

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

DUCTWORK

Covered: Accessible and inaccessible ducts from heating and/or cooling unit to connection at register or grill.

Not Covered: Registers • grills • dampers • insulation • improperly sized ductwork and/or intake (return vents) • collapsed or crushed ductwork • ductwork where asbestos is present • ductwork damaged by moisture • costs for inspections, diagnostic testing, verification, and permits as required by any federal, state, or local law, regulation or ordinance • zone control and related components of forced air systems.

Limits: The access, diagnosis, repair, or replacement of the ductwork is limited to **\$1,000 aggregate per contract term.**

Seller's HVAC Option: When selected, the access, diagnosis, repair, or replacement of the heating and/or air conditioning system/evaporative cooler and ductwork is limited to a **combined aggregate of \$1,500 maximum during the Seller's Coverage period.** Furnace failures due to a cracked heat exchanger or combustion chamber is limited to **\$500.** All other limits and aggregates apply.

ELECTRICAL SYSTEM/DOORBELL/ SMOKE AND CARBON MONOXIDE DETECTORS **NEW**

Covered: All parts and components that affect operation.

Not Covered: Fixtures • alarms/intercoms and circuits • inadequate wiring capacity • power failure or surge • low voltage wiring • direct current (D.C.) wiring or components • lights • Wi-Fi enabled components such as but not limited to doorbells.

TELEPHONE WIRING

Covered: Telephone wiring used solely for residential telephone service located within the walls of the main dwelling.

Not Covered: Telephone jacks • plugs • lights • transformers and other power units • cover plates • telephone units • answering devices • alarms/intercoms and circuits • telephone fuses • wiring which is the property of a telephone company • audio/video/computer or other cable.

CENTRAL VACUUM SYSTEM

Covered: All parts and components that affect operation.

Not Covered: Removable hoses • accessories • clogged pipes.

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

GARAGE DOOR OPENER

Covered: Wiring • motor • switches • receiver unit • track drive assembly.

Not Covered: Garage doors • hinges • springs • cables • rollers • guides • remote transmitters • key pads • Wi-Fi enabled garage door openers.

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

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

Not Covered: Light kits and remote transmitters.



KITCHEN APPLIANCES

Covered: All parts and components that affect the operation of dishwasher • trash compactor • range/oven/cooktop • built-in microwave • kitchen exhaust fan.

Note: Garbage disposal and instant hot water dispenser are covered under Plumbing System.

Not Covered: Racks • rollers • baskets • handles • dials • knobs • shelves • clocks (unless it affects the operation of the range/oven/cooktop) • meat probe assemblies • light kits • indoor barbeque • rotisseries • interior lining • microwave door glass • trim kits • mounting hardware • portable or countertop units • removable accessories including buckets • lock and key assemblies • any failures that do not contribute to the appliance's primary function.

Limits: The diagnosis, repair, or replacement is limited to **\$3,500 aggregate per appliance per contract term.** Sensi-heat burners replaced with standard burners.

RE-KEY **NEW**

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

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

Note: Contract Holder is responsible for payment directly to the locksmith for any additional services performed by them.

Limits: Coverage for Buyer only and is not available with renewal or Direct to Consumer contracts.

Buyer's Coverage Options

Optional coverage may be purchased up to 30 days after the close of sale provided systems and appliances are in good working order. Coverage shall commence upon receipt of fees and will expire thirteen months after the close of sale. Buyer's Coverage Options are subject to the same Terms of Coverage and Limits of Liability of this contract. Buyer's Coverage Options cannot be added at time of renewal.

AIR CONDITIONING/EVAPORATIVE COOLER OPTION (Electric; includes Built-in Wall Units)

Covered: All parts and components that affect the operation of the following air conditioning systems: ducted central electric split and package units • evaporative coolers • wall air conditioners • mini-split ductless system(s). When a heat pump or split system type of condensing unit has failed and a replacement is required, FNHW will replace with a condensing unit that meets federally mandated SEER* and HSPF** requirements, including the replacement of any covered components that are necessary to maintain compatibility with the replacement condensing unit such as the air handler • evaporative coil • transition • plenum • indoor electrical • duct connection • accessible refrigerant and condensate drain lines • thermostatic expansion valve.

Not Covered: Humidifiers, dehumidifiers, and electronic air cleaners • inaccessible refrigerant and condensate drain lines • filters • registers and grills • cooler pads • window units • condenser housing • gas or propane air conditioners • water towers • chillers • general maintenance and cleaning • improper use of metering devices • systems with improperly matched condensing unit and evaporative coil per manufacturer's specifications, except where otherwise noted in this contract • zone control and related components of forced air systems • refrigerant recapture, recovery, and disposal • Wi-Fi enabled thermostat • use of cranes or other lifting equipment to repair or replace units/system components.

Limits: Coverage for occupied living area only, must be designed for residential application and cannot exceed a 5-ton capacity. The access, diagnosis, repair, and replacement of a water source heat pump is limited to **\$1,500 aggregate per system or unit per contract term.**

Seller's HVAC Option: When selected, the access, diagnosis, repair, or replacement of the heating and/or air conditioning system/evaporative cooler and ductwork is limited to a **combined aggregate of \$1,500 maximum during the Seller's Coverage period. Furnace failures due to a cracked heat exchanger or combustion chamber is limited to \$500. All other limits and aggregates apply.**

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

POOL/SPA EQUIPMENT OPTION

Covered: All above ground and accessible parts and components of the filtration, pumping, and heating system (including the pool sweep pump, pump motor, blower motor, and timer) • salt water control unit • salt cell • flow sensor for the salt water chlorinator.

Not Covered: Lights • liners • solar related equipment • heat pumps • underground water, gas, and electrical lines • control dials • skimmers • chlorinator • ozonator • disposable filtration media • ornamental fountain motor and pump • waterfalls and their pumping systems • structural and cosmetic defects • cost of access to make repairs or replacements • inaccessible portion of the spa jets • pop-up heads • turbo or motorized valves • electronic/computerized controls and control panels • pool sweeps and related cleaning equipment • salt • overflow/negative edge/infinity pool motor and pump • swim jet/resistance pool and respective equipment • damage or failure as a result of chemical imbalance.

POOL/SPA EQUIPMENT OPTION CONTINUED

Limits: The access, diagnosis, repair, or replacement of the salt water control unit, salt cell, and flow sensor for the salt water chlorinator is limited to **\$1,500 aggregate per contract term.**

CLOTHES WASHER AND DRYER OPTION (PER SET)

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

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

Limits: The diagnosis, repair, or replacement of these appliances is limited to **\$3,500 aggregate per unit per contract term.**

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

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

Covered: All parts and components that affect the operation of the kitchen refrigerator. Provided parts are available, icemaker/water dispenser and their respective equipment; in cases where parts are not available, FNHW's obligation is limited to Cash in Lieu of repair.

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

Limits: The diagnosis, repair, or replacement of the kitchen refrigerator is limited to **\$5,000 aggregate per contract term.**

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

Covered: All parts and components for a combined total of four of the following units: additional refrigerator • wet bar refrigerator • wine refrigerator • freestanding freezer • freestanding icemaker. Provided parts are available, icemaker/water dispenser and their respective equipment; in cases where parts are not available, FNHW's obligation is limited to Cash in Lieu of repair.

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

Note: To cover an outdoor refrigerator, this coverage must be ordered in conjunction with the Outdoor Kitchen Option. The outdoor refrigerator must be rated for outdoor use and is subject to the terms and conditions under the Outdoor Kitchen Option and the combined aggregate under this Additional Refrigerator Option. **(Continued on next page)**

ADDITIONAL REFRIGERATOR COVERAGE OPTION CONTINUED

Limits: The diagnosis, repair, or replacement is limited to a **\$1,000 combined aggregate per contract term.**

OUTDOOR KITCHEN OPTION NEW

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

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

Note: To cover an outdoor refrigerator, this coverage must be ordered in conjunction with the Kitchen Refrigerator and Additional Refrigerator Options. The outdoor refrigerator must be rated for outdoor use and is subject to the terms and conditions under this Outdoor Kitchen Option and the combined aggregate listed under the Additional Refrigerator Option.

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

APPLIANCE LIMIT UPGRADE OPTION NEW

Covered: An additional **\$3,500** will be applied toward the standard limitation to the diagnosis, repair, or replacement of kitchen appliances, clothes washer and dryer, refrigerator (when Buyer's Coverage Options are purchased or included in the contract) and additional refrigerator (when Additional Refrigerator Option is purchased). All other terms and conditions of coverage apply.

WATER SOFTENER/REVERSE OSMOSIS WATER FILTRATION SYSTEM OPTION NEW

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

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

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

WELL PUMP OPTION

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

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

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

SEPTIC TANK SYSTEM/SEPTIC TANK PUMPING/ SEWAGE EJECTOR PUMP

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

Not Covered: Collapsed or broken waste lines outside the foundation except the line from house to tank • stoppages or roots that prevent the effective use of an externally applied sewer cable • the cost of finding or gaining access to the septic tank • the cost of sewer hook-ups • disposal of waste • chemical treatment of the septic tank and/or waste lines • tile fields and leach beds • leach lines • cesspools • seepage pits • lateral lines • insufficient capacity • cleanouts • basins • any costs associated with locating or gaining access to, or closing access from, the sewage ejector pump.

Limits: The diagnosis, repair, or replacement of the aerobic pump, effluent pump, and sewage ejector pump is limited to **\$500 aggregate per contract term.** The diagnosis, repair, or replacement of the septic tank and waste line from house to tank is limited to **\$500 aggregate per contract term.**

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

(Not available for Condos/Townhomes, Mobile Homes, or Multi-unit properties.)

NEW

Coverage for Inaccessible/Concrete-Encased: The access, diagnosis, repair, or replacement of internal concrete-encased or inaccessible plumbing pipe leaks in water, drain, or gas lines, located under or within the interior of the main foundation of the home and garage (inside the load-bearing walls of the structure) is increased to **\$2,000 aggregate per contract term.**

Coverage for External Pipe Leaks: The diagnosis, repair, or replacement for leaks or breaks in external pipes located outside the foundation of the covered structure, including water, gas, and drain lines that service only the main home or other structure covered by FNHW including repair or replacement of exterior hose bibs and/or the main shut off valve up to **\$1,000 aggregate per contract term.**

Not Covered: Faucets • indoor or outdoor sprinkler or irrigation systems • swimming pool, spa, or fountain piping • downspouts • landscape drain lines • stoppages and/or collapse of water, drain, or gas lines caused by roots or foreign objects • access to drain, sewer, or main lines from vent or removal of a toilet • costs to locate, access, or install ground level or drain line cleanouts.

Limits: Internal concrete-encased or inaccessible plumbing pipe leaks limited to **\$2,000 aggregate per contract term.** FNHW will provide access through unobstructed walls, ceilings, floors, concrete slabs, and the like, and will return all openings made for access to a rough finish, subject to the \$2,000 limit indicated. FNHW is not responsible for trim, texture, paint, wallpaper, tile, carpet, or the like. External Pipe Leak coverage is limited to **\$1,000 aggregate per contract term.** This coverage is not renewable and not available on Direct to Consumer contracts.

LIMITED ROOF LEAK REPAIR OPTION NEW

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

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, appendages of any kind including gutters, downspouts, flashing, patio covers, skylights, decks, solar equipment, vents, heating or cooling equipment, antennae, balconies, or chimneys • built-up roofs • damage caused by persons walking or standing on roof • failure due to lack of normal or preventative maintenance. **(Continued on next page)**

LIMITED ROOF LEAK REPAIR OPTION CONTINUED

Limits: Roof repairs are limited to **\$1,000 aggregate per contract term** for the repair of specific leaks that are a result of rain and/or normal wear and tear provided the roof was in good, watertight condition at start of contract term. If replacement of the existing roof is necessary, in whole or in part, FNHW's liability is limited to Cash in Lieu of the estimated cost of repair of the leaking area as if the repair of that area were possible. Leaks existing prior to the start of the contract term will not be covered.

HOME IMPROVEMENT INSTALLATION OPTION **NEW**

Covered: When not otherwise covered by this contract due to a failure or malfunction, and the replacement item is provided by the Contract Holder, FNHW will cover the cost of the labor to install ONE of each of the following: kitchen faucet, bathroom faucet, shower head, toilet, and ceiling fan. A Service Trade Call Fee is due for the installation of each item.

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

Limits: The labor cost covered is limited to ONE trip for each installation. If the Service Provider determines the item supplied by the Contract Holder is incorrect, does not meet the specifications for a replacement, such as wrong dimensions, capacity, or the like, the Service Provider will recommend the appropriate item to be purchased. The Contract Holder will be responsible for a second Service Trade Call Fee for the second service request to install the correct item.

SMART HOME OPTION **NEW**

Covered: Replacement of ONE of each of the following per contract year: Smart Switch • Smart Outlet • Wi-Fi enabled doorbell • Wi-Fi enabled thermostat • Wi-Fi enabled Smart door lock • Wi-Fi enabled garage door opener.

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

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

PRE-SEASON HVAC TUNE-UP OPTION **NEW**

Covered: ONE Air Conditioning Pre-Season Maintenance Tune-up between February and April and ONE Heating unit Pre-Season Maintenance Tune-up between September and November when the service for the Pre-Season Maintenance Tune-up is requested and performed during the pre-season period. Calibrate thermostat, test temperature split, check system pressures, check refrigerant levels and add refrigerant if necessary, perform amp draw on condenser, inspect condenser coils and clean if necessary, check contactors, check accessible condensate lines for leaks, clear condensate line stoppages, clean or replace filters (Contract Holder to supply), clean and tighten electrical connections, test capacitors, check heating operation, inspect pilot system, test safety switches, test limit switches, clean burners, and advise Contract Holder if any equipment is improperly installed.

Not Covered: Filters • evaporator/indoor coil cleaning, including acid cleaning.

Limits: Pre-Season Maintenance Tune-ups are provided for ONE Air Conditioning and ONE Heating unit. A Service Trade Call Fee is due for each Pre-Season Maintenance Tune-up requested. If you would like additional units tuned-up during the FNHW scheduled service appointment, you are responsible to pay the Service Provider directly for each additional unit. If a covered service beyond the Pre-Season Maintenance Tune-up is required, an additional Service Trade Call Fee is due.

STRUCTURAL WARRANTY ENDORSEMENT OPTION FOR BUYER (For Single Family Detached Homes Only)

Upon receipt of the completed home inspection, and payment of the additional fee for this endorsement option, FNHW will repair or replace covered 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 this contract. **Maximum coverage per contract is \$10,000.** The Service Trade Call Fee is \$100.

Covered: Foundation • foundation walls • sill plates • girder posts • headers • floor joists and sub floor • sole plates • studs • sheathing • plates and ceiling joists • rafters • roof sheathing and roof boards • partition wall studs • other load carrying structural components which constitute an integral part of the primary structure.

Not Covered: Failure due to earthquake, weather, flood, land subsidence, soil movement, slope failure, acts of God or nature, fire, pest damage, 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, or defects discovered prior to the effective date of this endorsement. Upgrades required by code, cosmetic defects, and consequential loss or damage are not covered.

Note: This option is non-renewable and is not available for condominium, townhouse, mobile home, multi-unit properties, New Construction contracts.

COMPREHENSIVE OPTION

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

Mismatched Systems

Covered: FNHW will repair or replace a system or component that has failed due to a mismatch in capacity or efficiency. Coverage does not apply if the heating or cooling system is undersized relative to the square footage of area being heated or cooled. If the mismatched system violates a code requirement, the **\$250 Code Violation aggregate applies as stated.**

Improper Installations, Repairs, or Modifications

Covered: FNHW will repair or replace a system or appliance that has failed due to improper installation, repair, or modification. If the improper installation, repair, or modification violates a code requirement, the **\$250 Code Violation aggregate applies as stated.**

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

Code Violations

Covered: FNHW will pay to correct code violations and/or code upgrades if necessary to affect FNHW-approved repair or replacement of a covered system or appliance up to the **combined aggregate of \$250 per contract term.**

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

Removal of Defective Equipment

Covered: FNHW will pay the costs to dismantle and dispose of an old appliance, system, or component when FNHW is replacing a covered appliance, system, or component.

COMPREHENSIVE OPTION CONTINUED

Refrigerant Recapture, Recovery, and Disposal

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

Permits

Covered: FNHW will pay the cost of obtaining permits for FNHW-approved repairs and replacements up to **\$250 per occurrence**.

Plumbing System

Covered: Faucets • shower heads • shower arms • interior hose bibs (replaced with chrome builder's standard). Replacement toilets will be of like quality up to **\$600 per toilet**.

Heating System

Covered: Registers • filters • grills • heat lamps • up to **\$250 per occurrence for the use of cranes to complete a heating repair/replacement**.

Seller's HVAC Option: When selected, the access, diagnosis, repair, or replacement of the heating and/or air conditioning system/evaporative cooler and ductwork is limited to a **combined aggregate of \$1,500 maximum during the Seller's Coverage period**. Furnace failures due to a cracked heat exchanger or combustion chamber is limited to **\$500 maximum**. All other limits and aggregates apply.

Garage Door Opener

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

Ceiling Fans

Covered: Replacement ceiling fans will be of like quality.

Dishwasher

Covered: Racks • rollers • baskets.

Trash Compactor

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

Range/Oven/Cooktop

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

Built-in Microwave Oven

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

Seller's Comprehensive Option

When selected, the additional coverages listed under the Buyer's Comprehensive Option are available to the Seller during the Seller's Coverage period. See Comprehensive Option description(s) for complete coverage terms and limits. All other terms and conditions of coverage apply.

Comprehensive Plus Plan

(Available for the Buyer Only.) The following items that are **NOT** covered with the combination of the Buyer's Standard Coverage and the Comprehensive Option **ARE** covered for the Buyer when the Comprehensive Plus Plan is purchased. See Buyer's Coverage Options description(s) for complete coverage terms and limits. All other terms and conditions of coverage apply.

AIR CONDITIONING/EVAPORATIVE COOLER

Covered: Filters • registers • grills • window units • condenser housing • up to **\$250 per occurrence for the use of cranes to complete an air conditioning or evaporative cooler repair/replacement**.

Enhanced Plan

(Available for the Buyer Only.) Includes Comprehensive Plus Plan and:

CLOTHES WASHER AND DRYER OPTION (PER SET)

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

Enhanced Plus Plan: Mods & More

(Available for the Buyer Only.) Includes Comprehensive Plus Plan + Clothes Washer/Dryer/Kitchen Refrigerator and:

MODS & MORE

WATER HEATER EXPANSION TANK

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

RADIANT/HOT WATER/STEAM HEAT

Covered: The access, diagnosis, repair, and replacement of any water heater/heating combination, hot water heating, radiant heat, steam circulating, or water source heat pump is increased by \$1,000 over the Standard Plan coverage for a **combined aggregate of \$2,500 per contract term**. Must be main source of heat to home and designed for residential application; not to exceed 5-ton capacity.

STOPPAGES DUE TO ROOTS

Covered: FNHW will provide coverage for clearing of stoppages due to root intrusion, removal of toilets, or other access, except via a roof vent, to clear a stoppage, including cost to install a ground level cleanout, up to a **combined aggregate of \$250 per contract term**.

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

Limits: When access is only available via a roof vent, FNHW's liability is limited to Cash in Lieu up to the stated aggregate.

CODE VIOLATION/MODIFICATION

Covered: FNHW will increase the limit by \$1,000 over the Comprehensive coverage to make necessary duct, plenum, electrical, plumbing and carpentry modifications and/or correct code violations if necessary to affect FNHW-approved repair or replacement of a covered system or appliance up to a **combined aggregate of \$1,250 per contract term**.

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

Limits of Liability

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

- 1.** FNHW's liability is limited to failures of covered systems and appliances due to normal wear and tear during the term of the contract. Coverage is not all-inclusive; there may be situations in which the Contract Holder will be responsible to pay additional costs for parts or services not covered by the contract.
- 2.** FNHW reserves the right to obtain a second opinion at its own expense. The Contract Holder may order their own second opinion but shall be responsible for the cost of said opinion.
- 3.** FNHW will determine whether a covered item will be repaired or replaced. Except as otherwise noted in the contract, replacements will be of similar features, capacity, and efficiency as the item being replaced. FNHW is not responsible for matching dimensions, brand, or color. FNHW will replace appliances with stainless steel or similar finish with the same finish, limited to applicable contract aggregates. When parts are necessary for completion of service, FNHW will not be responsible for delays that may occur in obtaining those parts. FNHW reserves the right to repair systems and appliances with non-original manufacturer's parts, including rebuilt or refurbished parts. In cases where the failed covered item is also covered by a Manufacturer's Warranty, this service contract provides the cost of labor when the manufacturer a) does not cover the cost of labor and, b) supplies the part or component. Unless otherwise noted in the contract, FNHW is not responsible nor liable for the disposal cost(s) of appliances, systems, equipment or components of equipment including refrigerant, contaminants, or other hazardous or toxic materials. All dollar limits stated in the contract include the cost to access (when noted as covered), diagnose, repair, or replace the covered system or appliance.



- 4.** When federal, state, or local regulations, building, or similar code criteria require improvements or additional costs to service a covered system or appliance, including permits, the costs to meet the proper code criteria shall be the sole responsibility of the Contract Holder, except where otherwise noted in the contract. FNHW will be responsible for repairs or replacement of covered systems or appliances after the proper code criteria are met, except where otherwise noted in the contract. When upgrading covered systems, parts, or components to maintain compatibility with equipment manufactured to be compliant with federally mandated energy efficiency requirements, FNHW is not responsible nor liable for the cost of construction, carpentry, or other structural modifications made necessary by installing different equipment. FNHW is not responsible to perform service involving hazardous or toxic materials, or conditions of asbestos.
- 5.** FNHW is not responsible for repairs or replacements due to misuse or abuse, disassembled or missing parts, nor for failures or damage due to: fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, riots, war, acts of terror, vandalism, animals or pests, power failure, surge or overload, soil movement, structural changes, design deficiency, manufacturer's recall or defect, inadequate capacity, land subsidence, noise, slope failure, or cosmetic defects. Except where otherwise noted in the contract, failures due to improper previous repair or installation of appliances, systems, or components is not covered. FNHW will not perform routine maintenance or cleaning. **The Contract Holder is responsible for providing routine maintenance and cleaning of covered items as specified by the manufacturer to ensure continued coverage of such items.** For example, heating and air conditioning systems require periodic cleaning and/or replacement of filters, and water heaters require periodic flushing.
- 6.** FNHW is not responsible for consequential or secondary damages resulting from the failure of a covered system or appliance, or the failure to provide timely service due to conditions beyond FNHW's control, including but not limited to delays in securing parts, equipment, or labor difficulties. FNHW is not responsible for food spoilage, loss of income, utility bills, living expenses, personal or property damage.
- 7.** FNHW is not responsible for providing access to repair or replace a covered system or appliance unless otherwise noted in this contract. When access is provided under this contract, restoration to walls, closets, floors, ceilings, or the like, will be to a rough finish only. FNHW is not responsible for the cost of modifications to existing equipment, or to install different equipment when necessary to repair or replace a covered system or appliance, including but not limited to pipe runs, flues, ductwork, structures, electrical, trim kits, stacking, connecting or mounting hardware, or other modifications. FNHW does not cover systems, appliances, or equipment designed for commercial use.
- 8.** FNHW is not responsible for electronic/computerized or remote energy management systems including but not limited to zone controlled systems, lighting, energy, security, pool/spa, entertainment/media/audio, or appliances. Solar systems and components are not covered.

9. Common systems and appliances are not covered except in the case of a duplex, triplex, or fourplex dwelling, and unless every unit is covered by FNHW. If the contract is for a dwelling of five units or more, only the items contained within each individual unit are covered, and common systems and appliances are excluded. Regardless of unit count, optional coverage is only available when purchased for each unit.

10. The contract is non-cancellable except for, a) non-payment of contract fees, b) fraud or misrepresentation of facts material to the issuance of this contract, c) when the safety or well-being of FNHW, any employee of FNHW, a Service Provider, or any property of FNHW or of the Service Provider is harmed or threatened by the Contract Holder or their representative, d) when contract is for Seller's Coverage and close of sale does not occur, e) upon mutual agreement between Contract Holder and FNHW. If this contract is cancelled, the provider of funds shall be entitled to a prorated refund of the paid contract fee for the unexpired term, less a \$50 administrative fee, and less any service costs incurred by FNHW. All Contract Holder's requests for cancellation must be submitted in writing to FNHW for consideration.

Washington: The contract is void and fully refundable when returned to FNHW by the original contract holder at close of sale, (a) within 20 days of the contract being mailed or (b) within 10 days of delivery provided no service has been provided by FNHW. The right to void the contract is non-transferable. A 10% penalty per month will be added to the refunded purchase price when not paid within 30 days of the date the contract was returned to FNHW. The contract holder may cancel the contract after the initial 20 days and is entitled to a prorated refund of the contract fee less a \$50.00 administration fee and less any service cost incurred by FNHW. Obligations of FNHW under this contract are backed by the full faith and credit of FNHW.

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

12. The contract may be renewed at the sole discretion of FNHW, subject to applicable rates and terms. Buyer's Coverage Options cannot be added at time of renewal. If the covered property changes ownership prior to the expiration of the contract, the Contract Holder may call 1-800-862-6837 to transfer coverage to the new owner for the remainder of the current contract term.

13. Coverage on lease options is available for the lessor only. Contract fee is due and payable to FNHW upon execution of the lease and continues for thirteen months.

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

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

WARRANTY COVERAGE DOLLAR LIMITATIONS

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

Buyer's Coverage and Options Limits	
Water Heater/heating combination unit, hot water or steam circulating heating system	\$1,500
Ductwork	\$1,000
Salt water equipment under the Pool/Spa Option	\$1,500
Kitchen Refrigerator Option	\$5,000
Appliance Limit	\$3,500
Appliance Limit Upgrade Option	\$3,500
Additional Refrigerator Coverage Option (up to 4 units)	\$1,000
Clothes Washer and Dryer Option	\$3,500
Water Softener/Reverse Osmosis Water Filtration System Option	\$500
Well Pump Option	\$1,500
Septic Tank System/ Septic Tank Pumping/Sewage Ejector Pump Option	
Septic Tank System	\$500
Sewage Ejector Pump	\$500
Outdoor Kitchen	\$1,000
Additional Encased (\$1,000) and External (\$1,000) Pipe Leak Option	\$2,000
Smart Home Option	\$5,000
Structural Endorsement Option	\$10,000
Under the Comprehensive Plus Plan	
Code Violations	\$250
Permits (per occurrence)	\$250
Cranes	\$250
Toilets	\$600
Seller's HVAC Option Limits (Access, Diagnosis, Repair, or Replacement Limits during the Seller's Coverage Period)	
Heating and/or Air Conditioning System/Evaporative Cooler and Ductwork	\$1,500
Cracked Heat Exchanger or Combustion Chamber	\$500

Terms of Coverage

1. If a covered item fails during the contract term, the Contract Holder must place a service request at www.homewarranty.com or by calling 1-800-308-1420. "Contract Holder" includes anyone designated in the FNHW system as the Contract Holder's representative. Should the Contract Holder contract directly with others or do the work themselves, Fidelity National Home Warranty (FNHW) will not reimburse that cost. Upon receipt of a service request, FNHW will contact a qualified, independent Service Provider within 48 hours. Our assigned Service Provider will then call the Contract Holder directly to schedule a mutually convenient appointment during normal business hours. FNHW will determine what service requests constitute an emergency and will make reasonable efforts to expedite emergency service. The Contract Holder is responsible for any additional fees, including overtime, for non-emergency services requested outside normal business hours. We encourage the Contract Holder to take reasonable measures to prevent secondary damage caused by a failed system or appliance. Please call 1-800-308-1420 with any concerns regarding the Service Provider or scheduling.

2. When we request or allow the Contract Holder to obtain an INDEPENDENT OUT-OF-NETWORK CONTRACTOR to perform diagnosis and/or service: 1) FNHW will reimburse the Contract Holder if the Independent Out-of-Network Contractor is qualified, licensed, insured, and provides fair and reasonable rates for parts and service. 2) Once the Independent Out-of-Network Contractor has diagnosed the system or appliance and prior to servicing, the Contract Holder must contact FNHW at 1-800-208-3151 to confirm that the service work is covered by the contract. Failure to contact FNHW may result in denial of coverage. 3) Upon completion of the FNHW authorized services, the Contract Holder must pay the Independent Out-of-Network Contractor and provide FNHW with a copy of the paid itemized receipt for reimbursement. 4) The Contract Holder must submit the itemized receipt to FNHW within 30 days of service completion for reimbursement. 5) FNHW will deduct any fees owed from reimbursement provided.

3. Service Trade Call Fee (fee): The Contract Holder is required to pay a \$75 Service Trade Call Fee for each trade service request submitted to FNHW. For example, if a Contract Holder needs both a plumber and an appliance technician, each will require a separate Service Trade Call Fee. The fee is due once the Contract Holder requests service and is due at that time regardless of whether, a) the requested service is covered or denied, b) the diagnosis results in a complete or partial exclusion of coverage, c) the Service Provider is en route to the home and the Contract Holder cancels the appointment, d) Contract Holder fails to provide the necessary access to perform the service request, including not being home at the time of the prearranged appointment. Failure to pay a fee will result in suspension of coverage until the proper fee is paid. Upon receipt of that payment, coverage will be reinstated for the remainder of the contract term.

4. Service work is warrantied (without an additional Service Trade Call Fee) for 30 days on labor and 90 days on parts. The 30/90-day warranty only applies to malfunctions that are reported to FNHW during the term of the contract.

5. Buyer's Coverage starts at the close of sale and continues for thirteen months provided the contract fee is paid at the close of sale. When the contract fee has not been received by FNHW, request for service will be dispatched once contract payment can be verified by the closing agency, except on weekends and holidays, as long as the Contract Holder agrees to specific terms and conditions presented to them at the time of the service request. The Contract Holder must call for service prior to the expiration of this contract. Failure to pay a fee will result in suspension of coverage until the proper fee is paid. Upon receipt of that payment, coverage will be reinstated for the remainder of the contract term.

Note: For homes not going through a real estate transaction, i.e. Direct to Consumer contract, coverage is effective 30 days following receipt of payment by FNHW. Options must be added at the time of purchase.

6. New Construction Coverage: Contract coverage and any Buyer's Coverage Options begin on the first anniversary of the close of sale and continue for four years from that date, provided the plan fee is received by FNHW within 10 working days from the close of sale. All systems and appliances to be covered must be in good working condition at the time coverage begins.



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

8. The contract covers only those parts, components, systems, and appliances specifically mentioned as covered and excludes all others. FNHW provides examples of components 'not covered' to assist understanding of the contract and examples are not exhaustive. We recommend that the Contract Holder review their contract completely. Covered systems and/or appliances must be located within the main foundation of the home or garage except for exterior pressure regulator, waste/stop valves, water heaters, well pump, air conditioner/evaporative cooler, pool/spa equipment, outdoor kitchen items, sewage ejector pump, and outdoor septic tank system equipment. All coverage and coverage options are subject to the additional charges, limitations, and conditions mentioned in the contract.

9. Seller's Coverage begins upon issuance of a confirmation number by FNHW and continues for 180 days, close of sale, 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 Contract will be immediately cancelled. Seller's Coverage may be extended at FNHW's sole discretion. Seller's Coverage is not available on homes in excess of 5,000 square feet, For Sale By Owner properties, New Construction Coverage, multi-units, guesthouses, or casitas. Seller's Coverage excludes heating, air conditioning, ductwork, and Buyer's Coverage Options. All other limits and aggregates apply.

Seller's HVAC Option: When selected, the access, diagnosis, repair, or replacement of the heating and/or air conditioning system/evaporative cooler, and ductwork is limited to a combined aggregate of **\$1,500 maximum** during the Seller's Coverage period. Furnace failures due to a cracked heat exchanger or combustion chamber is limited to **\$500**. All other limits and aggregates apply.

Seller's Comprehensive Option: When selected, the additional coverages listed under the Buyer's Comprehensive Option are available to the Seller during the Seller's Coverage period. See Comprehensive Option description(s) for complete coverage terms and limits. All other terms and conditions of coverage apply.

Note: The Comprehensive Plus Plan, Enhanced Plan, and Enhanced Plus Plan covered items are not available under Seller's Coverage.

10. Covered systems and appliances must be correctly installed and in proper, safe, working order at the start of contract coverage or they are not covered under the home warranty contract. Unknown pre-existing conditions will be covered if, at the time coverage began, the defect or malfunction would not have been known to the buyer, seller, agent, or home inspector by a visual inspection and by operating the system or appliance. A visual inspection of the covered item verifies that it appears structurally intact and without damage or missing parts that would indicate inoperability. Operating the covered item is defined as turning the item on and off to ensure that it is operational. While turned on, the item operates without causing damage, irregular sounds, smoke, or other abnormal outcomes.

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



Resolution of Disputes

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

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

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

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

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

This Thirteen Month Major Systems and Appliance Warranty is issued and administered by Fidelity National Home Warranty Company (FNHW). The real estate agent offering this program does so as a service to protect their client’s best interest. They receive no commission or compensation from Fidelity National Home Warranty.

Colorado, Idaho, Oregon, Washington Home Warranty Application \$75 Service Trade Call Fee

A. SELECT PLAN COVERAGE

For homes under 5,000 sq. ft. and in a real estate transaction.
Call 1-800-862-6837 for prices on homes over 5,000 sq. ft. and/or multi-units.

	Single Family Home	Condo/TH/MH
Standard Plan + Seller's Coverage	<input type="checkbox"/> \$310	<input type="checkbox"/> \$285
Seller's HVAC Option	<input type="checkbox"/> \$70	<input type="checkbox"/> \$70
Seller's Comprehensive Option	<input type="checkbox"/> \$100	<input type="checkbox"/> \$100
New Construction Years 2–5	<input type="checkbox"/> \$465	<input type="checkbox"/> \$465
Guest Home/Casita: under 750 sq. ft.	<input type="checkbox"/> \$250	
Guest Home/Casita: 750 sq. ft. & over	<input type="checkbox"/> \$285	
Comprehensive Plus Plan—Standard Plan + Comprehensive Option + AC/Evap Cooler Option	<input type="checkbox"/> \$450	<input type="checkbox"/> \$390
New Construction years 2–5	<input type="checkbox"/> \$695	<input type="checkbox"/> \$695
Guest Home/Casita: under 750 sq. ft.	<input type="checkbox"/> \$380	
Guest Home/Casita: 750 sq. ft. & over	<input type="checkbox"/> \$390	
Enhanced Plan—Comprehensive Plus Plan + Clothes Washer/Dryer/Kitchen Refrigerator Option	<input type="checkbox"/> \$550	<input type="checkbox"/> \$490
Enhanced Plus Plan—Enhanced Plan + Mods & More (page 9)	<input type="checkbox"/> \$620	<input type="checkbox"/> \$560

	Duplex	Triplex	Fourplex
Standard Plan Five units or more (per unit) \$240	<input type="checkbox"/> \$435	<input type="checkbox"/> \$640	<input type="checkbox"/> \$840
Comprehensive Plus Plan Five units or more (per unit) \$260	<input type="checkbox"/> \$600	<input type="checkbox"/> \$805	<input type="checkbox"/> \$1,005

B. SELECT BUYER'S COVERAGE OPTIONS

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

Comprehensive Option	<input type="checkbox"/> \$100	Limited Roof Leak Repair	<input type="checkbox"/> \$100
Air Conditioning/Evap. Cooler	<input type="checkbox"/> \$85	Limited Roof Leak Repair (multiple units up to fourplex)	<input type="checkbox"/> \$160
Pool/Spa Equipment	<input type="checkbox"/> \$180	Appliance Limit Upgrade	<input type="checkbox"/> \$100
Clothes Washer/Dryer (per set)	<input type="checkbox"/> \$85	Water Softener/Reverse Osmosis Water Filtration System	<input type="checkbox"/> \$100
Clothes Washer/Dryer/Kitchen Refrigerator (one each)	<input type="checkbox"/> \$120	Enhanced Slab Leak Limit/Extended Pipe Leak	<input type="checkbox"/> \$110
Kitchen Refrigerator w/ Water Dispenser + Ice Maker	<input type="checkbox"/> \$50	Home Improvement Installation	<input type="checkbox"/> \$100
Additional Refrigerator Coverage (only available w/ purchase of Kitchen Refrigerator Option)	<input type="checkbox"/> \$50	Outdoor Kitchen	<input type="checkbox"/> \$100
Well Pump	<input type="checkbox"/> \$100	Smart Home	<input type="checkbox"/> \$100
Structural Endorsement Option	<input type="checkbox"/> \$200	Pre-Season HVAC Tune-up	<input type="checkbox"/> \$25
Septic Tank System/ Sewage Ejector Pump	<input type="checkbox"/> \$75		

C. TOTAL PLAN COST (A + B)

\$

Confirmation No. _____

Property Information

ADDRESS OF PROPERTY TO BE COVERED _____

CITY _____ STATE _____ ZIP _____

Buyer/Seller Information

BUYER'S NAME _____ BUYER'S PHONE _____

BUYER'S EMAIL _____

SELLER'S NAME _____ SELLER'S PHONE _____

Initiating Real Estate Company

AGENT REPRESENTS: BUYER SELLER BOTH

ORDERED BY: AGENT TRANSACTION COORDINATOR (TC) CLOSING COMPANY

AGENT'S NAME _____ EMAIL _____

TC'S NAME _____ EMAIL _____

COMPANY NAME _____

COMPANY ADDRESS _____ PHONE _____

CITY _____ STATE _____ ZIP _____

FAX _____

Cooperating Real Estate Company

AGENT'S NAME _____ COMPANY NAME _____

EMAIL _____ PHONE _____

Title/Escrow Company

COMPANY NAME _____ ESCROW OFFICER'S NAME _____

COMPANY STREET ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____

ESCROW # _____ Est. Close Date _____

ACCEPTANCE OF COVERAGE AND AUTHORIZATION OF PAYMENT:

Applicant has read the terms and conditions contained herein and accepts the coverage and authorizes closing company to pay FNHW directly upon close of sale.

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

SIGNATURE _____

DATE _____

Warranty Plans at a Glance

Bundle & Save!

HOME BUYER COVERAGE	STANDARD PLAN	COMPREHENSIVE PLUS PLAN	ENHANCED PLAN	ENHANCED PLUS PLAN
Single Family	\$310	\$450	\$550	\$620
Condo/Townhome/Mobile	\$285	\$390	\$490	\$560
Duplex	\$435	\$600	N/A	N/A
Triplex	\$640	\$805	N/A	N/A
Fourplex	\$840	\$1,005	N/A	N/A
New Construction Years 2-5	\$465	\$695	N/A	N/A
HOME SELLER COVERAGE	STANDARD PLAN	COMPREHENSIVE PLUS PLAN	ENHANCED PLAN	ENHANCED PLUS PLAN
Single Family	Included	N/A	N/A	N/A
Condo/Townhome/Mobile	Included	N/A	N/A	N/A
Seller's HVAC Option	\$70	N/A	N/A	N/A
Seller's Comprehensive Option	\$100	N/A	N/A	N/A
COVERED				
Plumbing System	◆	◆	◆	◆
Plumbing Stoppages	◆	◆	◆	◆
Toilets	◆	◆	◆	◆
Pressure Regulator	◆	◆	◆	◆
Sump Pump (Permanently Installed)	◆	◆	◆	◆
Built-in Whirlpool Bathtub	◆	◆	◆	◆
Recirculating Hot Water Pump	◆	◆	◆	◆
Garbage Disposal	◆	◆	◆	◆
Instant Hot Water Dispenser	◆	◆	◆	◆
Water Heater	◆	◆	◆	◆
Heating System	◆ buyer only	◆	◆	◆
Ductwork	◆ buyer only	◆	◆	◆
Electrical System	◆	◆	◆	◆
Telephone Wiring	◆	◆	◆	◆
Central Vacuum System	◆	◆	◆	◆
Garage Door Opener	◆	◆	◆	◆
Ceiling Fans	◆	◆	◆	◆
Attic Fan	◆	◆	◆	◆
Kitchen Exhaust Fan	◆	◆	◆	◆
Whole House Fan NEW	◆	◆	◆	◆
Doorbell	◆	◆	◆	◆
Smoke & Carbon Monoxide Detectors NEW	◆	◆	◆	◆
Re-Key NEW	◆ buyer only	◆	◆	◆
Dishwasher	◆	◆	◆	◆
Range/Oven/Cooktop	◆	◆	◆	◆
Built-in Microwave Oven	◆	◆	◆	◆
Trash Compactor	◆	◆	◆	◆
Comprehensive Coverage		◆	◆	◆
Air Conditioning/ Evaporative Cooler Option		◆	◆	◆
Washer/Dryer/Refrigerator Option			◆	◆
Mods & More (see pg 9) NEW				◆

\$75 Service Trade Call Fee

OPTIONAL COVERAGE (Home Buyer Only)	OPTION PRICE
Comprehensive Option	\$100
Air Conditioning/ Evaporative Cooler	\$85
Pool/Spa Equipment	\$180
Clothes Washer/Dryer (per set)	\$85
Clothes Washer/Dryer/ Kitchen Refrigerator (one each)	\$120
Kitchen Refrigerator w/Water Dispenser and Ice Maker	\$50
Additional Refrigerator Coverage (Only available with purchase of Kitchen Refrigerator Option)	\$50
Well Pump	\$100
Structural Endorsement Option	\$200
Septic Tank System/Sewage Ejector Pump	\$75
Limited Roof Leak Repair* NEW	\$100
Limited Roof Leak Repair (multiple units up to Fourplex) NEW	\$160
Appliance Limit Upgrade NEW	\$100
Water Softener/ Reverse Osmosis Water Filtration System NEW	\$100
Enhanced Slab Leak Limit/ External Pipe Leak NEW	\$110
Home Improvement Installation NEW	\$100
Outdoor Kitchen NEW	\$100
Smart Home NEW	\$100
Pre-Season HVAC Tune-Up NEW	\$25
Guest Home/Casita	See application

*Available on homes over 5,000 sq ft for the same low price of \$100.



By Fidelity National Home Warranty

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