

CHOOSE PEACE OF MIND COVERAGE...

HOME WARRANTY PLAN | CALIFORNIA



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.*

**FIDELITY<sup>®</sup>**  
**NATIONAL**  
HOME WARRANTY



CRES CALIFORNIA  
BROCHURE



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

[homewarranty.com](http://homewarranty.com)

A FIDELITY NATIONAL FINANCIAL, INC. COMPANY

# 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

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

### 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





## 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 warrantied for the same malfunction (without an additional Trade Call Fee) for 30 days.

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

# 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 or garage • shower or tub valves (replaced with chrome builder-grade standard) • angle stops • gate valves • waste and stop 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 • shower/tub/faucet handles • thermostatic valves • shower enclosures and base pans • caulking and grouting • bathtubs • bathtub jet plumbing • sinks • toilet seats and lids • bidets • saunas • steam rooms • washer boxes • filters • backflow preventer • flow restrictions in freshwater lines • leaks due to high water pressure • 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 • shower/tub diverters • fixtures • faucets • Roman tub/deck mounted valves or faucets • upgraded repair or replacement of sensor/touchless faucets and toilets • pot fillers • basket strainers • hose bibs • plumbing hub/manifold • water softener/reverse osmosis filtration systems • sewage ejector or grinder pumps • septic tanks.

**Limits:** FNHW is not responsible for trim, texture, paint, wallpaper, tile, carpet, or the like. Unless an option or upgrade is purchased or included in your contract, 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 main foundation of the home and garage, and return all access openings to a rough finish, subject to a combined aggregate of \$1,000 maximum per contract term.

## PLUMBING STOPPAGES

**Covered:** Clearing of sewer line and mainline stoppages with standard sewer cable 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 that cannot be cleared with a standard cable or hydro jetting • stoppages and/or collapse of water or drain lines due to foreign objects • leaks and damage caused by roots • flow restrictions in water or gas supply lines. Unless an upgrade is purchased or included in your contract: access, as necessary and reasonably feasible, to clear a stoppage • additional stoppage coverage, including stoppages due to root intrusion • installation of ground-level cleanouts and toilet removal.

## WATER HEATER (Gas or electric)

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

**Not Covered:** Solar, solar/electric units, kerosene, oil, biofuel, wood, or pellet fueled water heaters, and their respective components • water heater heat pump attachment • holding/storage tanks • inaccessible condensate drain lines • 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) Smart water heaters and/or heat pump/hybrid water heaters are limited to a combined aggregate of \$1,500 maximum per contract term, and b) unless an option or upgrade is purchased or included in your contract, any oil, diesel, high velocity, or water source/water cooled heat pump, hydronic, radiant water/steam circulating systems, or water heater/heating combination system(s) used to heat/cool the home are limited to a combined aggregate of \$1,500 maximum 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, wall, and electric baseboard heaters; hot water or steam circulating heating systems; heat pumps; package units; mini-split ductless system(s).

**NOTE:** In the event of a failure of a heat pump system condensing unit, air handler, or evaporative coil, and its replacement is covered by the terms of this contract, FNHW will replace the necessary components and/or equipment to comply with SEER and/or A2L class refrigerant requirements. This includes replacing or installing a thermostatic expansion valve, and making necessary modifications to the indoor electrical system, accessible refrigerant and condensate drain lines, transition, plenum, and/or duct connections.

**Not Covered:** Solar, geothermal, or glycol systems • all outside or underground piping and components for geothermal and/or water source heat pumps, including well pump and components • gravity furnaces • cable heat • portable, space, or freestanding heaters • fireplaces, fireplace inserts • wood, grain, pellet, or gas stoves • key valves • chimneys • fuel and water storage tanks • water towers • chillers • humidifiers, dehumidifiers, and electronic air cleaners • improperly sized intake (return vents) • inaccessible refrigerant and condensate drain lines • condensate drain pump • secondary drain pans • improper use of metering devices • customized sheet metal • roof platforms/stands • clocks • timers • sensors and/or alarms • equipment incompatibility due to differences in size (including mismatched condensing unit and evaporative coil and/or air handler per manufacturer's specifications), communicating equipment or new types of technology or chemicals/materials utilized • failures due to use of alternative refrigerant • SEER and/or A2L class refrigerant conversion for a mini-split system • replacement of non-failed components of a mini-split system • motorized registers (i.e., Smart Vents) • general maintenance and cleaning • costs incurred to meet CA Title 24 requirements due to the installation or replacement of system equipment. Unless an option or upgrade is purchased or included in your contract: heat lamps • zone control and related components, including thermostats • Smart and/or Wi-Fi-enabled thermostats • use of cranes or other lifting equipment to repair or replace units and/or system components • failure due to a mismatch in capacity or efficiency • condenser housing • refrigerant recapture, recovery, and disposal • flues • vents • dampers • non-motorized registers • grills • filters • tune-ups.

**Limits:** Coverage is for the occupied living area only, must be the main source of heating to the home, designed for residential application, and cannot exceed a 5-ton capacity. Unless an option or upgrade is purchased or included in your contract, the access, diagnosis, repair, and replacement of any oil, diesel, high velocity, or water source/water cooled heat pump, hydronic, radiant water/steam circulating systems, or water heater/heating combination system(s) used to heat/cool the home are 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.

## DUCTWORK

**Covered:** Accessible ducts from the heating or cooling unit to the connection at the register or grill.

**Not Covered:** Ductwork that is inaccessible, high velocity, under-/oversized, collapsed, crushed, kinked, incorrectly strapped, damaged by moisture, or where asbestos is present • motorized registers (i.e., Smart Vents) • improperly sized intake (return vents) • insulation • vapor barrier • costs for inspections, locating ductwork leaks, and/or diagnostic testing and verification, as required by any federal, state, or local law, regulation or ordinance, including CA Title 24 requirements, or when required due to the installation or replacement of system equipment. Unless an option or upgrade is purchased or included in your contract: zone control and related components • permits • non-motorized registers • grills • dampers.

**Limits:** The diagnosis, repair, or replacement of the ductwork is limited to \$1,000 aggregate 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 • security systems, including cameras • telephone wiring • 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.

## 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 effect 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 • battery back-up • 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.

## 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 • warming drawers • 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. Built-in microwaves often require trim kits to install (see Not Covered), therefore when a failed microwave oven cannot be repaired, FNHW reserves the right to provide Cash in Lieu of replacement equal to FNHW's cost for the replacement microwave, shipping, delivery, and installation. The diagnosis, repair, or replacement is limited to a combined aggregate of \$5,000 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 (includes removal and disposal), 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:** For Duplex, Triplex, and Fourplex units, when all units are serviced during a single appointment, up to six (6) locks can be re-keyed to a single key, with four (4) copies of the key provided for each unit. A Trade Call Fee is required for each appointment if separate re-key appointments are scheduled. 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 (see Terms of Coverage #10). 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 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 Dwellings are Air Conditioning/Evaporative Cooler, Pool/Spa Equipment, Outdoor Kitchen, Appliance Limit Upgrade, Code Violations/Modifications Upgrade, Manufacturer's Warranty Items, Sensor/Touchless Faucets/Toilets and Roman Tub Valves, Well Pump, Septic Tank System/Sewage Ejector Pump/Grinder Pump, Pump-It-Up Limit Upgrade, Additional Inaccessible/Concrete-Encased and External Pipe Leak, Limited Roof Leak Repair, Subterranean Termite Treatment, Structural Warranty Endorsement, and the H2O Upgrade Bundle. Coverage Options are subject to the same Terms of Coverage and Limits of Liability as your Plan coverage.

### AIR CONDITIONING/EVAPORATIVE COOLER OPTION

**Covered:** 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 water source • mini-split ductless system(s) • evaporative coolers • built-in wall air conditioners.

**NOTE:** In the event of a failure of a heat pump or straight cool split system condensing unit, air handler, or evaporative coil, and its replacement is covered by the terms of this contract, FNHW will replace the necessary components and/or equipment to comply with SEER and/or A2L class refrigerant requirements. This includes replacing or installing a thermostatic expansion valve, and making necessary modifications to the indoor electrical system, accessible refrigerant and condensate drain lines, transition, plenum, and/or duct connections.

**Not Covered:** Solar, geothermal, or glycol systems • all outside or underground piping and components for geothermal and/or water source heat pumps, including well pump and components • gas or propane air conditioners • fuel and water storage tanks • water towers • chillers • humidifiers, dehumidifiers, and electronic air cleaners • improperly sized intake (return vents) • inaccessible refrigerant and condensate drain lines • condensate drain pump • secondary drain pans • improper use of metering devices • customized sheet metal • roof platform/stands • clocks • timers • sensors and/or alarms • cooler pads • equipment incompatibility due to differences in size (including mismatched condensing unit and evaporative coil and/or air handler per manufacturer's specifications), communicating equipment or new types of technology or chemicals/materials utilized • failures due to use of alternative refrigerant • refrigerant requirements other than A2L • SEER and/or A2L class refrigerant conversion for a mini-split system • replacement of non-failed components of a mini-split system • motorized registers (i.e., Smart Vents) • general maintenance and cleaning • costs incurred to meet CA Title 24 requirements due to the installation or replacement of system equipment. Unless an option or upgrade is purchased or included in your contract: zone control and related components, including thermostats • Smart and/or Wi-Fi-enabled thermostats • use of cranes or other lifting equipment to repair or replace units and/or system components • failure due to a mismatch in capacity or efficiency • condenser housing • window units • refrigerant recapture, recovery, and disposal • flues • vents • dampers • non-motorized registers • grills • filters • tune-ups.

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

### AUXILIARY HEATING/AIR CONDITIONING OPTION NEW

(The Air Conditioning/Evaporative Cooler Option must be purchased or included in your plan to include an Auxiliary Cooling System)

**Covered:** One of the following auxiliary heating/cooling systems (not the main source) located in the covered home or garage: mini-split ductless system, evaporative cooler, built-in wall heater, or built in wall air conditioner.

**Not Covered:** Units located in sheds or outbuildings • solar, gas or propane air conditioners • window units • PTAC units • electric baseboard heaters • inaccessible refrigerant and condensate drain lines • communicating equipment or new types of technology and/or chemicals/materials utilized • failures due to use of alternative refrigerant • SEER and/or A2L class refrigerant conversion for a mini-split system • replacement of non-failed components • condenser housing • refrigerant recapture, recovery, and disposal • humidifiers, dehumidifiers, and electronic air cleaners • general maintenance and cleaning • roof platform/stands • clocks • timers • sensors and/or alarms • cooler pads • ductwork • portable units • tune-ups.

**Limits:** Coverage for the noted auxiliary heating/air conditioning systems only, must be designed for residential application and cannot exceed a 5-ton capacity. When selected, the access, diagnosis, repair, and replacement of any auxiliary heater/ air conditioner is limited to a combined aggregate of \$1,500 maximum per contract term. Not available on Direct-to-Consumer contracts.

### 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

(The Air Conditioning/Evaporative Cooler Option must be purchased or included in your plan to cover an A/C Tune-up)

**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:** High velocity, water source/water cooled heat pump, hydronic, radiant water/steam circulating systems, or water heater/heating combination system(s) • wall and window air conditioning units • baseboard heaters • PTAC units • 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:** The unit must be part of the main source of heating/cooling to the home. Pre-season tune-up service must be requested and performed during each applicable pre-season period once per contract term. A 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 and will be charged at the time service is requested. If an FNHW-covered repair is required, an additional fee is due.

### WATER HEATER TUNE-UP OPTION

**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 an upgrade is purchased or included in your contract: expansion tanks. 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 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 and will be charged at the time service is requested. If an FNHW-covered repair is required, an additional fee is due.

### GARAGE DOOR TUNE-UP OPTION

**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 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 and will be charged at the time service is requested. If an FNHW-covered repair is required, an additional fee is due.

### 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, actuator, 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 Ponds/Pool/Infinity Edge)

**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.

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

**Covered:** Parts and components that affect the operation of one Clothes Washer and one Clothes Dryer: including, belts, pump, motor, tub, timer, drum, thermostat, transmission, heating element, control board, touch pad, and rollers.

**Not Covered:** Trim kits • stacking, connecting, or mounting hardware • all-in-one wash/dry units • portable units • knobs • dials • Wi-Fi-enabled components • plastic mini tubs • lint screens • venting • dispensers • damage to clothing. Unless an additional option is purchased: a pedestal washer or an auxiliary washer in a dual washing machine (e.g., SideKick, TwinWash, FlexWash, or the like).

**Limits:** The diagnosis, repair, or replacement per appliance 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.

### 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 • countertop units • 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 • 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

(Must be ordered in conjunction with the 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 up to four of the following: undercounter refrigerator drawer, kegerator, 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:** 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.

### 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 • 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:** 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 \$5,000 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 contract 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. This coverage is not available on Direct-to-Consumer contracts.

### CODE VIOLATION/MODIFICATION UPGRADE OPTION NEW

**Covered:** Modifications necessary to effect an FNHW-approved repair or replacement of covered systems or appliances for duct, plenum, electrical, carpentry, and plumbing. It also increases coverage to correct code violations.

**Not Covered:** Restoration of wall, ceiling, or floor coverings, cabinets, countertops, tile, paint, or the like. 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:** For FNHW-approved repairs or replacements of covered systems or appliances, the code violation coverage is increased to \$1,250, modifications are covered up to \$1,000, with a total limit of \$1,250 for both code violations and modifications. Coverage for flues and vents remains at \$250 under the Standard Plus Plan. This option is available for purchase with the Standard Plus, Comprehensive Plus, and Enhanced Plans, but not available on Direct-to-Consumer contracts. This option is included in the Enhanced Plus Plan and is only available for DTC contracts when the Enhanced Plus Plan is purchased. All terms of coverage, limits, and aggregates apply.

### MANUFACTURER'S WARRANTY ITEMS OPTION

**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.

**NOTE:** This option is included at all plan levels in New Construction contracts.

**Limits:** Available for purchase as a Coverage Option with the Standard Plus, Comprehensive Plus, and Enhanced Plans only. Included 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.

### SENSOR/TOUCHLESS FAUCETS/TOILETS AND ROMAN TUB VALVES OPTION NEW

**Covered:** The repair or replacement of failed sensor or touchless faucets and toilets and Roman tub/deck mounted valves or faucets.

**Not Covered:** Retrofit flush valve and faucet sensors • remote or Wi-Fi-enabled components • batteries.

**Limits:** This option is available for purchase with the Standard Plus, Comprehensive Plus, and Enhanced Plans only. It is included in the Enhanced Plus Plan. Coverage is limited up to a combined aggregate of \$1,000 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.

**NOTE:** The well pump is covered when purchased for a Main House, whether or not it shares a well pump with a Guesthouse, Casita, or ADU. To cover a Guesthouse with its own well pump, a Guesthouse contract with this option must be purchased.

**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 and dispose of the waste once during the contract term if a stoppage is due to a full septic tank.

**NOTE:** The septic system is covered when purchased for a Main House, whether or not it shares a septic system with a Guesthouse, Casita, or ADU; however, the waste line from the Guesthouse to the tank is not covered. To cover a Guesthouse with its own septic tank/system, a Guesthouse contract with this option must be purchased.

**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 • waste disposal (excluding tank pumping) • 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 WELL AND SEPTIC LIMIT UPGRADE OPTION (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)

**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.

**NOTE:** The well pump and/or septic system is covered when it is purchased for a Main House, whether or not it shares the well pump and/or septic system with a Guesthouse, Casita, or Accessory Dwelling Unit (ADU); however, the waste line from the Guesthouse to the tank is not covered. To cover a Guesthouse with its own well pump and/or septic tank/system, a Guesthouse contract with these options must be purchased.

**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:** 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 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. Not available on Direct-to-Consumer contracts.



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

**Covered:** Coverage for Inaccessible/Concrete-encased: The access, diagnosis, and repair 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 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 • backflow preventers • flow restrictions in freshwater lines • conditions of electrolysis • the collapse of water, drain, or gas lines • damage or stoppages caused by foreign objects • leaks due to root intrusion • 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 main foundation of the home and garage, 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. Coverage for Inaccessible/Concrete-encased is not available for Duplex, Triplex, Fourplex, or Direct-to-Consumer contracts. External Pipe Leak coverage is limited to a combined aggregate of \$1,000 maximum per contract term. Coverage for External Pipe Leaks is not available for Condos/Townhomes, Mobile Homes, Duplex, Triplex, Fourplex, or Direct-to-Consumer 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 of the covered property.

**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.

## H<sub>2</sub>O Upgrade Bundle

Includes the following upgrades and options (see option descriptions, exclusions, and limits under Coverage Options).

**NOTE:** The H<sub>2</sub>O Upgrade Bundle is available for purchase with the Standard Plus, Comprehensive Plus, and Enhanced Plans only, but not available on Duplex/Triplex/Fourplex. The H<sub>2</sub>O Upgrade Bundle is included in the Enhanced Plus Plan. All terms of coverage, limits, and aggregates apply.

### WATER SOFTENER/REVERSE OSMOSIS WATER FILTRATION SYSTEM OPTION

### SENSOR/TOUCHLESS FAUCETS/TOILETS AND ROMAN TUB VALVES OPTION

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

### UPGRADED STOPPAGES/ROOTS

**Covered:** Upgrades coverage to clear stoppages, including root intrusion, the cost to install a ground-level cleanout, removal of toilets, or other access, as necessary and reasonably feasible.

**Not Covered:** Repairs or replacement of collapsed or broken lines located outside the main foundation • damage or stoppages caused by foreign objects • leaks due to root intrusion • excavation.

**Limits:** Coverage is limited up to a combined aggregate of \$250 maximum per contract term. When access is not reasonably feasible, FNHW's liability is limited to Cash in Lieu up to the stated aggregate.

### WATER HEATER EXPANSION TANK UPGRADE

**Covered:** All parts and components that affect the operation of the water heater expansion tank.

### 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.

### SUBTERRANEAN TERMITE TREATMENT OPTION

**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 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, or Direct-to-Consumer contracts.

### 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 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.

## Standard Plus Plan



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

### 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.

**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 effect FNHW-approved repairs and replacements of covered systems or appliances.

**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 • upgraded repair or replacement of sensor or touchless faucets and toilets and Roman tub/deck mounted valves or faucets.

**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 effect 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 SYSTEM

**Covered:** Non-motorized registers, grills, filters, heat lamps, condenser housing, and the use of cranes to complete a roof-mounted heating repair/replacement.

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

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

### GARAGE DOOR OPENER

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



## Comprehensive Plus Plan

Includes the Standard Plus Plan and 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.

### AIR CONDITIONING/EVAPORATIVE COOLER OPTION

#### AIR CONDITIONING/EVAPORATIVE COOLER (Comprehensive Plus Plan additions)

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

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

**Optional Seller's Coverage:** When selected, 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 during the Seller's Coverage term. Accessible ductwork is limited to \$1,000 during the Seller's Coverage term. Furnace failures due to a cracked heat exchanger or combustion chamber are limited to \$500.



## Enhanced Plan

Includes the Comprehensive Plus Plan and the following additional Coverage Options. Unless mentioned below as covered, all lower-level Plan and Coverage Option limits and exclusions apply.

### PRE-SEASON HVAC TUNE-UP OPTION

### SMART HOME OPTION

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

### KITCHEN REFRIGERATOR OPTION

## Enhanced Plus Plan

Includes the Enhanced Plan and 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.

### HVAC ZONE CONTROL OPTION

### MANUFACTURER'S WARRANTY ITEMS OPTION

### CODE VIOLATION/MODIFICATION UPGRADE OPTION

### H2O UPGRADE BUNDLE

#### RADIANT WATER/STEAM HEAT/COOL UPGRADES

**Covered:** The access, diagnosis, repair, and replacement of any oil, diesel, high velocity, or water source/water cooled heat pump, hydronic, radiant water/steam circulating systems, or water heater/heating combination system(s) used to heat/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.

# 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, as defined in the following Limits of Liability, as well as in the Not Covered and Limits sections in 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 replace or repair systems and appliances a) with non-original manufacturer's parts, including rebuilt or refurbished system components, and b) using an alternative refrigerant which has been approved by the Environmental Protection Agency ("EPA") for an FNHW covered item when the existing refrigerant used in the item is no longer readily available in the covered property's area. 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.** FNHW is not responsible to perform services involving contaminants, hazardous or toxic materials, or conditions of asbestos. Unless an option or upgrade is purchased or included in your contract: a) the costs to meet the proper code criteria (including permits) when federal, state, or local regulations, building, or similar code criteria require improvements or additional costs to service a covered system or appliance are not covered; b) FNHW is not responsible nor liable for construction, carpentry, or other structural modifications, nor for equipment incompatibility due to differences in size, communicating equipment, refrigerant requirement, or new types of technology or chemicals/materials utilized. FNHW will conduct repairs or replacement of covered systems or appliances after the proper code criteria and/or modifications are met.

**5.** FNHW is not responsible for repairs or replacements of the following: items retrofitted, with removed/intentionally altered model/serial numbers, with disassembled or missing parts, with noise without a related malfunction, determined to be defective by the Consumer Product Safety Commission, under a manufacturer's warning, recall, or defect, nor for failures or damage due to: misuse or abuse, 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 accidents, theft, vandalism, riots, war, or terrorism. 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.** Shared systems and appliances are not covered except in the case of a Main House with a Guesthouse, Casita, or Accessory Dwelling Unit (ADU), or in a Duplex, Triplex, or Fourplex dwelling, and only when 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, Code Violations/Modifications Upgrade, Well Pump, Septic Tank System/ Sewage Ejector Pump/ Grinder Pump, Pump-It-Up Limit Upgrade, Additional Inaccessible/Concrete-Encased and External Pipe Leak, Subterranean Termite Treatment, and the H<sub>2</sub>O Upgrade Bundle. 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 shared systems and appliances are excluded.

## Limits of Liability

**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 contract is for Seller's Coverage and close of escrow does not occur, the listing is cancelled, or when it is determined at any time that the Buyer's contract will not be purchased through FNHW, at which point the Seller's contract will be immediately cancelled, d) upon mutual agreement between the 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. For cancellation of a renewal term, where no service costs have been incurred, and where permitted by law, the Contract Holder may be entitled to a prorated refund of the paid contract fee for the unexpired term less a \$50 administrative fee. For cancellation of a renewal term on a payment plan, where services have been rendered and costs incurred by FNHW, the Contract Holder is responsible to pay the lesser of either the service costs incurred by FNHW or the unpaid annual contract fee, plus a \$50 administrative fee. FNHW will bill or charge the Contract Holder any balance owed through the same method supplied by the Contract Holder for previous installments, 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.*

**11.** After the Service Provider's diagnosis of the failed system or appliance, FNHW may provide Cash in Lieu for covered systems or appliances where: a) FNHW's cost to repair or replace the covered item exceeds the contract's aggregate or limit, b) the repair or replacement of the covered system or appliance is not reasonably feasible for any reason, including age or obsolescence, c) applicable law prevents us from performing a repair or replacement of the covered item, or d) an emergency exists, as defined by FNHW. Cash in Lieu of repair or replacement of a covered system or appliance is 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 Trade Call Fees or other fees owed, and less any attempted repair and/or service costs incurred by FNHW, 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, including permits as required, 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. FNHW will provide the Contract Holder notice of changes to the contract fee, and any material changes to the terms and conditions, at least thirty (30) days in advance of the renewal date, or as otherwise required by law. For customers enrolled in a 12-month renewal payment plan, the contract will automatically renew for another 12-month term at the prevailing rates unless the Contract Holder contacts FNHW before the current term expires. To cancel automatic renewal for future terms, the Contract Holder must inform FNHW of their intention to cancel by phone at 1-800-TO-COVER (1-800-862-6837) or online at [www.homewarranty.com](http://www.homewarranty.com) and select an alternative payment plan. This change will require payment of the full balance of the current term's contract fee.

**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 at a Glance

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.

California Buyer's Coverage Limits	Limits per Term	Limits per Unit or Occurrence*
<b>Standard Plan Limits</b>		
Kitchen Appliances		\$5,000
Accessible Ductwork	\$1,000	
Heat Pump/Hybrid/Smart Water Heater	\$1,500	
Concrete-Encased Inaccessible Pipe Leaks	\$1,000	
Radiant Water/Steam Heat/Cool (AC Option must be purchased for cooling)	\$1,500	
<b>Standard Plus Plan Limits</b> (Includes Standard Plan Limits)		
Code Violations	\$250	
Permits		\$250
Crane for HVAC Roof-Mounted Equipment		\$250
<b>Plumbing System</b> (upgrades): Potfillers Toilet Plumbing Hub/Manifold Flues and Vents (code violation)	\$500  \$500 \$250	\$600
<b>Comprehensive Plus Plan Limits</b> (Includes Standard Plus Plan Limits)		
Radiant Water/Steam Heat/Cool	\$1,500	
<b>Enhanced Plus Plan Limits</b> (Includes Standard Plus and Comprehensive Plus Plan Limits)		
Upgraded Stoppage/Roots	\$250	
Radiant Water/Steam Heat/Cool Upgrade	\$2,500	
Code Violation/Modification Upgrade	\$1,000	
<b>Seller's Coverage Option Limits</b> (Access, Diagnosis, Repair or Replacement during the Seller's Coverage Term.) All other applicable Buyers Coverage Limits apply.		
Heating and Accessible Ductwork (Includes AC with Comprehensive Plus, Enhanced and Enhanced Plus Plans when ordered for the Buyer)		\$1,500
Accessible Ductwork		\$1,000
Cracked Heat Exchanger or Combustion Chamber		\$500



California Buyer's Option Limits	Limits per Term	Limits per unit per Term
Auxiliary Heating/Air Conditioning <b>NEW!</b>	\$1,500	
HVAC Zone Control Option	\$500	
Pool/Spa Equipment Option (Saltwater Equip)	\$1,500	
Ornamental Fountain Motor/Pump Option (Including Fountain Motor/Pump in Ponds and Pools)	\$500	
Clothes Washer and Dryer Option (Per Set)		\$5,000
Kitchen Refrigerator Option	\$5,000	
Additional Refrigerator Coverage Option	\$1,000	
Outdoor Kitchen Option (Includes Outdoor Refrigerators)	\$1,000	
<b>Appliance Limit Upgrade Option:</b> (Includes Kitchen Appliances plus Washer/Dryer and Refrigerator when purchased) Additional Refrigerator (when purchased)	\$1,000	\$5,000
Code Violation/Modification Upgrade Option <b>NEW!</b>	\$1,000	
Water Softener/Reverse Osmosis Water Filtration System Option	\$500	
Sensor/Touchless Faucets/Toilets and Roman Tub Valves (Upgrades) <b>NEW!</b>	\$1,000	
Well Pump Option	\$1,500	
<b>Septic Tank System/Septic Tank Pumping/Sewage Ejector Pump/Grinder Pump Option:</b> Septic Tank/Septic Lines from House to Tank Sewage Ejector Pump/Grinder Pump	\$500 \$500	
<b>Pump-It-Up Limit Upgrade Option:</b> Well Pump (Upgraded To) Septic Tank/Septic Lines from House to Tank Pumps (Upgraded To)	\$3,000 \$1,000 \$1,000	
<b>Additional Inaccessible/Concrete-Encased and External Pipe Leak Coverage Option:</b> Concrete-Encased Leak (Upgraded To) External Pipe Leak	\$2,000 \$1,000	
Limited Roof Leak Repair Option	\$1,000	
Smart Home Option (Includes up to two Wi-Fi Garage Door Openers)	\$1,000	
<b>H2O Bundle Option NEW!</b> Includes the following Upgrades and Options with the same limits as listed above:		
Water Softener/Reverse Osmosis Water Filtration System Option		
Sensor/Touchless Faucets/Toilets and Roman Tub Valves Option		
Additional Inaccessible/Concrete-Encased and External Pipe Leak Coverage Option		
Upgraded Stoppages/Roots	\$250	
Water Heater Expansion Tank Upgrade	No Dollar Limit!	

\*See contract plan limits for details.

## 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. FNHW accepts service requests via telephone or online 24 hours a day 365 days a year without a claim form or application submitted prior to rendition of service. "Contract Holder" includes either the owner of the covered property, their heirs, or the owner's representative, recorded in FNHW's system as authorized by the owner to file a Service Request or communicate with us on behalf of the owner. Upon receipt of a service request, FNHW will initiate service by contacting a qualified, Independent In-Network Service Provider within 3 hours during normal business hours and 48 hours on weekends and holidays. Our assigned Service Provider will call the Contract Holder directly to schedule a mutually convenient appointment during normal business hours and/or may request the Contract Holder to provide information via an interactive video or other digital means. 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.** FNHW has a substantial number of In-Network Service Providers, however not all In-Network Service Providers will be available at all times in all areas. In certain limited situations where FNHW does not have an Independent In-Network Service Provider available in the service area at the time of the service request, FNHW may allow the Contract Holder to obtain an Independent Out-of-Network Service Provider to perform a diagnosis at FNHW's cost. In such a case: 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. Failure to contact FNHW may result in denial of coverage. **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 at FNHW's In-Network Service Provider's price, which may be less than the Independent Out-of-Network Service Provider's price. **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. FNHW is not responsible for work performed by the Out-of-Network Service Provider. **Upon completion of the authorized services**, FNHW will request the Independent Out-of-Network Service Provider to submit an invoice for the diagnosis and any authorized repair or replacement directly to FNHW for payment. If the Service Provider will not invoice FNHW, the Contract Holder must pay the Service Provider and FNHW will reimburse the Contract Holder for the agreed-upon cost for the diagnosis and any authorized repair or replacement. To receive reimbursement, the Contract Holder must provide FNHW with an acceptable, paid, itemized receipt within 30 days of service completion. FNHW will deduct any applicable fees from the reimbursement and close the Service Work Order. The Contract Holder is solely responsible for any unauthorized or additional costs not covered by the contract.

**3. Trade Call Fee (fee):** The Contract Holder is required to pay a non-refundable 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 at the time FNHW dispatches the service request and is due at that time regardless of whether, a) the diagnosis results in coverage or denial for repair or replacement of the system or appliance, b) the diagnosis results in a complete or partial exclusion of the system or appliance, 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. To resend the Service Provider to the home, a subsequent fee is due. FNHW will not provide service under this contract if any required fees are past due. Failure to pay a fee may result in the delay of service.

**4. Service work** is warranted for the same malfunction for 30 days on an active contract without an additional Trade Call Fee. Contract limits and aggregates from the term of the initial service request apply. A new fee will be due for subsequent visits within the 30-day period when no failure is found or for any unrelated malfunction.

**5. Buyer's Coverage** begins upon close of escrow and continues for thirteen months, 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, when FNHW cannot verify payment with the closing agency, a request for service will be dispatched once the Contract Holder agrees to pay the cost of service should payment not be directed to FNHW. Coverage Options may be purchased up to 30 days after the close of escrow. Failure to pay the contract fee may result in the delay of service. 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. Your specific term dates will be listed on the Declaration of Coverage sent to you upon receipt of payment. If the covered property changes ownership prior to the expiration of the contract, the Contract Holder may call 1-800-TO-COVER (1-800-862-6837) to transfer coverage to the new owner for the remainder of the current contract term.

**6. New Construction Coverage:** Not available.

**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, waste/stop 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 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, Foreclosures, For Sale by Owner properties, Duplex, Triplex, Fourplex, Guesthouses, Casitas, Accessory Dwelling Units (ADU), or Buyer's Coverage Options. The Enhanced Plan and Enhanced Plus Plan covered items are not available under the Seller's Coverage term. All other limits and aggregates apply.**

**10. Covered systems and appliances must be correctly installed and in proper, safe, working order at the start of contract coverage or they are not covered under the contract.** Unknown pre-existing conditions will be covered if, at the time coverage began, the defect or malfunction would not have been known to the buyer, seller, agent, or home inspector by a visual inspection and by operating the system or appliance. A visual inspection of the covered item verifies that it appears structurally intact and without damage or missing parts that would indicate inoperability. Operating the covered system or appliance is defined as turning the item on and off to ensure that it is operational and, while turned on, the item operates as designed without causing damage, irregular sounds, smoke, or other abnormal outcomes. Known pre-existing defects or malfunctions of covered items will be excluded until an acceptable proof of repair or replacement is received by FNHW. Coverage for a known or unknown pre-existing condition is excluded from renewal contracts with a lapse in coverage.

**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.**

**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.



## Definitions

**Buyer's Coverage:** Purchased Plan and Option coverage that begins on the Effective Date and terminates on the Expiration Date.

**Cash-in-Lieu:** A monetary payment received instead of repair or replacement of the covered item.

**Close of Escrow:** The date the property's title officially passes from the seller to the buyer. The buyer receives the keys, and the seller receives the money for the sale.

**Contract, Home Warranty Contract:** The FNHW Plan Coverage and Options purchased, along with accompanying Terms and Conditions, as outlined in the Declaration of Coverage.

**Contract Fee:** The amount paid for the Fidelity National Home Warranty contract.

**Contract Holder:** Either the owner of the covered property, their heirs, or owner's representative, recorded in FNHW's system as authorized by the owner to file a Service Request or communicate with us on behalf of the owner.

**Contract Term:** The time period when the contract coverage is in effect, including any pre-coverage (i.e., waiting) period and dates.

**Coverage Options, Options:** Coverage offered "a la carte" as an addition to a selected Plan.

**Covered Property:** The real property where the systems and appliances covered by the Contract are located.

**Declaration of Coverage:** The document, sent after payment is received, which details the plan coverage and options purchased, as well as the contract effective dates and how to contact FNHW for service.

**Direct-to-Consumer (DTC):** Contracts for homes that are not going through a real estate transaction.

**Effective Date(s):** The coverage term start date; may also include the term end date.

**Emergency:** When the health or safety of the Contract Holder or resident(s) of the covered property is endangered solely due to the delay in availability of either an In-Network Service Provider or in obtaining

required parts for the repair or replacement.

**Independent In-Network Service Provider:** A qualified, insured, and licensed (as required by law) contractor that has a service provider agreement with FNHW.

**Independent Out-of-Network Service Provider:** A qualified, insured, and licensed (as required by law) contractor that does not have a service provider agreement with FNHW.

**Normal Wear and Tear:** The expected and natural deterioration of the covered appliance or system that occurs over time when used in a normal and expected manner for residential purposes.

**Occupied Living Area:** The inhabited area of the covered dwelling.

**Optional Seller's Coverage, Seller's Coverage term:** Coverage offered to the property seller during the listing and/or closing period.

**Plan, Plan Coverage:** The Standard, Standard Plus, Comprehensive Plus, Enhanced, or Enhanced Plus level of coverage purchased.

**Primary Function:** The most important function which a system or unit is intended to perform, as specified by the manufacturer, and for which it would reasonably be purchased for residential use.

**Retrofitted Items:** A component or accessory added to a system or appliance that did not have it when manufactured.

**Service Request:** The individual request for service for a covered system or appliance, placed with FNHW by the Contract Holder, as per the terms of the Contract.

**Trade Call Fee:** The non-refundable fee paid by the Contract Holder to FNHW at the time service is requested and dispatched for diagnosis to determine coverage under the FNHW contract.

**You, Your:** The Contract Holder, either the owner, their heirs, or owner's representative, who has the authority to direct repairs of covered items located within or at the covered home.

### 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/ Townhome/ Mobile Home
<b>Standard Plan</b> <b>Seller's Coverage (Per Day)</b> Guest Home/Casita/Accessory Dwelling Unit: ≤ 750 sq. ft. Guest Home/Casita/Accessory Dwelling Unit: > 750 sq. ft.	<input type="checkbox"/> \$465 <input type="checkbox"/> \$1.27 <input type="checkbox"/> \$360 <input type="checkbox"/> \$450	<input type="checkbox"/> \$415 <input type="checkbox"/> \$1.14
<b>Standard Plus Plan</b> <b>Seller's Coverage (Per Day)</b> Guest Home/Casita/Accessory Dwelling Unit: ≤ 750 sq. ft. Guest Home/Casita/Accessory Dwelling Unit: > 750 sq. ft.	<input type="checkbox"/> \$560 <input type="checkbox"/> \$1.53 <input type="checkbox"/> \$455 <input type="checkbox"/> \$545	<input type="checkbox"/> \$515 <input type="checkbox"/> \$1.41
<b>Comprehensive Plus Plan</b> <b>Seller's Coverage (Per Day)</b> Guest Home/Casita/Accessory Dwelling Unit: ≤ 750 sq. ft. Guest Home/Casita/Accessory Dwelling Unit: > 750 sq. ft.	<input type="checkbox"/> \$625 <input type="checkbox"/> \$1.71 <input type="checkbox"/> \$505 <input type="checkbox"/> \$580	<input type="checkbox"/> \$555 <input type="checkbox"/> \$1.52
<b>Enhanced Plan</b> <b>Seller's Coverage (Per Day for Comp. Plus Plan Coverage)</b> Guest Home/Casita/Accessory Dwelling Unit: ≤ 750 sq. ft. Guest Home/Casita/Accessory Dwelling Unit: > 750 sq. ft.	<input type="checkbox"/> \$735 <input type="checkbox"/> \$1.71 <input type="checkbox"/> \$595 <input type="checkbox"/> \$680	<input type="checkbox"/> \$650 <input type="checkbox"/> \$1.52
<b>Enhanced Plus Plan</b> <b>Seller's Coverage (Per Day for Comp. Plus Plan Coverage)</b> Guest Home/Casita/Accessory Dwelling Unit: ≤ 750 sq. ft. Guest Home/Casita/Accessory Dwelling Unit: > 750 sq. ft.	<input type="checkbox"/> \$895 <input type="checkbox"/> \$1.71 <input type="checkbox"/> \$720 <input type="checkbox"/> \$825	<input type="checkbox"/> \$805 <input type="checkbox"/> \$1.52

  

	Duplex	Triplex	Fourplex	5+ units (per unit)
<b>Standard Plan</b>	<input type="checkbox"/> \$605	<input type="checkbox"/> \$855	<input type="checkbox"/> \$1,110	<input type="checkbox"/> \$370
<b>Standard Plus Plan</b>	<input type="checkbox"/> \$700	<input type="checkbox"/> \$950	<input type="checkbox"/> \$1,205	<input type="checkbox"/> \$465
<b>Comprehensive Plus Plan</b>	<input type="checkbox"/> \$745	<input type="checkbox"/> \$1,100	<input type="checkbox"/> \$1,410	<input type="checkbox"/> \$495
<b>Enhanced Plan</b>				<input type="checkbox"/> \$600
<b>Enhanced Plus Plan</b>				<input type="checkbox"/> \$710

*\*Not available with Standard Plan*

### B. SELECT BUYER'S COVERAGE OPTIONS

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

Air Conditioning/Evaporative Cooler	<input type="checkbox"/> \$100
Auxiliary Heating/Air Conditioning	<input type="checkbox"/> \$90
HVAC Zone Control	<input type="checkbox"/> \$75
Pre-Season HVAC Tune-Up	<input type="checkbox"/> \$25
Water Heater Tune-Up	<input type="checkbox"/> \$20
Garage Door Tune-Up	<input type="checkbox"/> \$15
Pool/Spa Equipment	<input type="checkbox"/> \$200
Ornamental Fountain Motor & Pump (Per fountain)	<input type="checkbox"/> \$80
Clothes Washer/Dryer (Per set)	<input type="checkbox"/> \$85
Clothes Washer/Dryer/Refrigerator	<input type="checkbox"/> \$120
Kitchen Refrigerator (Including Dual Compressors)	<input type="checkbox"/> \$60
Additional Refrigerator Coverage (Only available with purchase of Kitchen Refrigerator Option)	<input type="checkbox"/> \$60
Outdoor Kitchen	<input type="checkbox"/> \$100
Appliance Limit Upgrade	<input type="checkbox"/> \$100
Code Violations/Modifications Upgrade*	<input type="checkbox"/> \$100
Manufacturer's Warranty Items*	<input type="checkbox"/> \$10
Water Softener/Reverse Osmosis Filtration System	<input type="checkbox"/> \$80
Sensor/Touchless Faucets/Toilets and Roman Tub Valves Option*	<input type="checkbox"/> \$50
Well Pump	<input type="checkbox"/> \$85
Septic Tank System/Sewage Ejector Pump/Grinder Pump	<input type="checkbox"/> \$90
Pump-It-Up Limit Upgrade	<input type="checkbox"/> \$75
Enhanced Slab Leak Limit/External PipeLeak	<input type="checkbox"/> \$110
Limited Roof Leak Repair	<input type="checkbox"/> \$100
Limited Roof Leak Repair (Multiple units up to four)	<input type="checkbox"/> \$160
Subterranean Termite Treatment	<input type="checkbox"/> \$45
Smart Home	<input type="checkbox"/> \$80
H <sub>2</sub> O Upgrade Bundle*	<input type="checkbox"/> \$120
Structural Warranty Endorsement (Single family homes only, see page 10)	<input type="checkbox"/> \$200

### 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.

SIGNATURE DATE **Confirmation No.**

# Warranty Plans at a Glance

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

**Bundle & Save!**

**\$100 Trade Call Fee**

HOME BUYER COVERAGE	STANDARD PLAN NO A/C	STANDARD PLUS PLAN NO A/C	COMP PLUS PLAN	ENHANCED PLAN	ENHANCED PLUS PLAN
Single Family	\$465	\$560	\$625	\$735	\$895
Condo/Townhome/Mobile Home	\$415	\$515	\$555	\$650	\$805
Duplex	\$605	\$700	\$745	N/A	N/A
Triplex	\$855	\$950	\$1,100	N/A	N/A
Fourplex	\$1,110	\$1,205	\$1,410	N/A	N/A
5+ Units (per unit)	\$370	\$465	\$495	\$600	\$710
Guest Home/Casita/ADU: ≤ 750 sq. ft.	\$360	\$455	\$505	\$595	\$720
Guest Home/Casita/ADU: > 750 sq. ft.	\$450	\$545	\$580	\$680	\$825
HOME SELLER COVERAGE (Available only with Buyer's Coverage)					
Single Family	\$1.27/day	\$1.53/day	\$1.71/day	\$1.71*/day	\$1.71*/day
Condo/Townhome/Mobile Home	\$1.14/day	\$1.41/day	\$1.52/day	\$1.52*/day	\$1.52*/day
COVERED					
Plumbing System	♦	♦	♦	♦	♦
Built-in Jetted Bathtub	♦	♦	♦	♦	♦
Garbage Disposal	♦	♦	♦	♦	♦
Instant Hot Water Dispenser	♦	♦	♦	♦	♦
Pressure Regulator	♦	♦	♦	♦	♦
Sump Pump (Perm. Installed)	♦	♦	♦	♦	♦
Toilets	♦	♦	♦	♦	♦
Plumbing Stoppages	♦	♦	♦	♦	♦
Water Heater	♦	♦	♦	♦	♦
Recirculating Hot Water Pump	♦	♦	♦	♦	♦
Heating System	♦	♦	♦	♦	♦
Ductwork	♦	♦	♦	♦	♦
Electrical System	♦	♦	♦	♦	♦
Doorbell	♦	♦	♦	♦	♦
Smoke & Carbon Monoxide Detectors	♦	♦	♦	♦	♦
Central Vacuum System	♦	♦	♦	♦	♦
Garage Door Opener	♦	♦	♦	♦	♦
Ceiling Fans	♦	♦	♦	♦	♦
Attic Fan	♦	♦	♦	♦	♦
Kitchen Exhaust Fan	♦	♦	♦	♦	♦
Whole House Fan	♦	♦	♦	♦	♦
Dishwasher	♦	♦	♦	♦	♦
Range/Oven/Cooktop	♦	♦	♦	♦	♦
Built-in Microwave Oven	♦	♦	♦	♦	♦
Trash Compactor	♦	♦	♦	♦	♦
Pest Control	♦	♦	♦	♦	♦
Re-Key (Buyer Only)	♦	♦	♦	♦	♦
Standard Plus Plan Items (See Page 11)		♦	♦	♦	♦
Air Conditioning/Evap. Cooler Option			♦	♦	♦
Pre-Season HVAC Tune-Up Option				♦	♦
Smart Home Option				♦	♦
Washer/Dryer Option				♦	♦
Kitchen Refrigerator (Inc. Dual Compressors)				♦	♦
HVAC Zone Control Option					♦
Manufacturer's Warranty Items Option					♦
Code Violations/Modifications Upgrade					♦
Water Softener/Reverse Osmosis Filtration System Option					♦
Sensor/Touchless Faucets/Toilets and Roman Tub Valves Option					♦
Enhanced Slab Leak/External Pipe Leak					♦
Upgraded Stoppages/Roots					♦
Water Heater Expansion Tank Upgrade					♦
Radiant Water/Steam Heat/Cool Upgrade					♦

\*Seller covered up to Comprehensive Plus Plan Coverage.

HOME BUYER COVERAGE OPTIONS	
Air Conditioning/ Evaporative Cooler	\$100
Auxiliary Heating/ Air Conditioning	NEW \$90
HVAC Zone Control	\$75
Pre-Season HVAC Tune-Up	\$25
Water Heater Tune-Up	\$20
Garage Door Tune-Up	\$15
Pool/Spa Equipment	\$200
Ornamental Fountain Motor and Pump (Per Fountain)	\$80
Clothes Washer/Dryer (Per set)	\$85
Clothes Washer/Dryer/ Refrigerator	\$120
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
Code Violations/ Modifications Upgrade**	NEW \$100
Manufacturer's Warranty Items**	\$10
Water Softener/Reverse Osmosis Water Filtration System	\$80
Sensor/Touchless Faucets/ Toilets and Roman Tub Valves**	NEW \$50
Well Pump	\$85
Septic Tank System/Sewage Ejec- tor Pump/Grinder Pump	\$90
Pump-It-Up Limit Upgrade	\$75
Enhanced Slab Leak Limit/External Pipe Leak	\$110
Limited Roof Leak Repair	\$100
Limited Roof Leak Repair (Multiple Units up to 4)	\$160
Subterranean Termite Treatment***	\$45
Smart Home	\$80
H2O Upgrade Bundle**	NEW \$120
Structural Warranty Endorsement (Single family homes only, see page 10)	\$200

\*\*Not available with Standard Plan.

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



homewarranty.com  
1-800-TO-COVER