



*First American
Home Buyers Protection
Corporation*

A Member of The First American Family of Companies

New Jersey/Pennsylvania/Delaware Basic Plans Now Include:

Unknown conditions, rust & corrosion,
sediment, lack of maintenance & much more.

Service Fee **\$60**
Basic Buyer's/Seller's Coverage **Only \$435**

YOUR HOME
WARRANTY
SOLUTION



fax: 800.772.1151
phone: 800.444.9030
service: 800.992.3400
www.FirstAm.com/warranty
p.o. box 10180, van nuys, ca 91410-0180



Why Should You Choose First American?

Since 1984, First American has been providing expert service and quality care to millions of satisfied customers.

Our on-going commitment to Service, Value and Integrity has made us a leader in the industry.

Last year alone, First American responded to nearly 900,000 service requests and saved homeowners over \$121 million dollars in home repair costs.^A

As a subsidiary of First American Corporation, a Fortune 500 company, we have the financial strength and stability to honor our commitment to you.

F A Q's

Q: What types of property are covered?

A: Property types include: single-family homes, condominiums, town homes, mobile homes, multi-unit and new construction homes.

Q: What is covered in my plan?

A: You have several options to choose from to best suit your specific needs. This sample contract will outline your choices.

Q: What is a service call fee?

A: This is the fee you pay to the service technician who goes to your home when a covered item fails.^B

Q: Am I covered for unknown conditions?

A: Unknown conditions are covered if, at the time coverage begins, the defect or malfunction is not known or could not have been reasonably observed by looking at or operating the system or appliance.^B

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

Just call us at:

800.444.9030

How to Use Your Plan:

- 1. Call us or go online anytime a covered item fails: www.FirstAm.com/warranty | 800-992-3400.**
- 2. Once we receive your service request, we'll have a local service technician call you to arrange a convenient day and time to go to your home and diagnose the problem. At the time of the appointment, you'll pay the technician the service fee that applies to your plan.**
- 3. We will follow up with you to make sure you are satisfied.**

^A Gross dollar amount spent nationwide in 2007 before service fee deductions.

^B See contract for details of coverage.

Protect Your Investment & Enjoy Your Home

From the very first day your coverage begins, your budget and home will be safe-guarded against costly, unexpected expenses for repairs and replacements on many of your home's most critical systems and appliances.***

Save Time, Energy & Money

No more hassles searching the yellow pages for a reputable contractor you can trust. Anytime a covered item fails, simply go to our website at www.FirstAm.com/warranty or call us at 800-992-3400 to request service. We'll send one of our pre-screened, certified, service technicians to your home to take care of the problem. You can feel comfortable about who's coming into your home and you can get back to enjoying the more important things in life.



FIRST AMERICAN,

YOUR HOME WARRANTY SOLUTION

Cost Comparison for Repairs/Replacements on
Major Systems & Appliances

Items*	Repair/Replacement costs without a Home Warranty**	Cost with a First American Home Warranty***
Heating System	\$130 - \$3,500	\$60
Water Heater	\$115 - \$1,500	\$60
Dishwasher	\$98 - \$1,250	\$60
Air Conditioning	\$130 - \$4,000	\$60
Oven/Range	\$110 - \$2,700	\$60
Kitchen Refrigerator	\$110 - \$3,800	\$60
Plumbing	\$95 - \$7,500	\$60
Electrical System	\$85 - \$2,500	\$60

* Items listed may be optional in some areas; review your contract for specific coverage; additional fees may apply.

** Based on First American's estimates of retail cost for the repairs and replacements listed above before service fee; costs may vary in your geographic area.

*** See contract for details of coverage.

First American

**Phone Applications:
800.444.9030**

**Fax Applications:
800.772.1151**

**Mail Applications:
P.O.Box 10180
Van Nuys, CA 91410-0180**

**Service Department:
800.992.3400**

**Online Services:
www.FirstAm.com/warranty**

BASIC PLANS | Service Call Fee \$60

Call for quote on: homes over 5,000 square feet, 5 - 10 units and guest homes.

BUYER'S/SELLER'S COVERAGE

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

Single-Family Home/Condominium/

Townhome/Mobile Home **\$435**

MULTIPLE UNITS

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

Duplex **\$665**

Triplex **\$785**

Fourplex **\$940**

NEW CONSTRUCTION COVERAGE

Buyer's coverage only. Contract fee for basic coverage for years 2, 3 and 4.

Call 1-800-444-9030 for optional coverage pricing for new construction.

Single-Family Home/Condominium/

Townhome/Mobile Home **\$675**

OPTIONAL COVERAGE

Call 1-800-444-9030 for optional coverage pricing for new construction and multiple units.

FOR BUYER and/or SELLER

Maximum 180 days for seller. May only be purchased when basic buyer's/seller's coverage is accepted.

FIRST CLASS UPGRADE **\$75**

FOR BUYER

Pool/Spa Equipment **\$150**
(No additional charge if separate equipment)

NEW! | Built-in Kitchen Refrigerator **\$50**

NEW! | Additional Refrigerator (Per unit) **\$25**

Well Pump **\$80**

Septic Tank Pumping **\$25**

FOR SELLER

Maximum 180 days for seller. May only be purchased when basic buyer's/seller's coverage is accepted.

Heating, Air Conditioning & Ductwork Coverage * **\$60**

See contract for coverage details.

NEW! (COVERED IN BASIC PLAN)

Lack of maintenance
Unknown conditions
Sediment
Rust & corrosion

FIRST CLASS UPGRADE

Includes 30 more items not in basic plans plus:
Improper installations
Crane coverage
Mismatched systems
Code upgrades (\$250 per contract)
Garage door opener
Freon
Haul-away
Permits (\$250 per occurrence)

BASIC COVERED ITEMS

Central Air Conditioning *
(Electric. Includes evaporative cooler)
Ductwork *
Heating *
Kitchen Refrigerator (Freestanding)**
Clothes Washer/Dryer **
Water Heater
Attic & Exhaust Fans
Plumbing (Includes polybutylene piping)
Plumbing Stoppages
Toilet Tanks and Bowls
Whirlpool Bath Motor, Air Switch & Pump Assemblies
Electrical System
Telephone Wiring
Oven/Range/Cooktop
Built-In Microwave
Dishwasher
Garbage Disposal
Trash Compactor
Instant Hot Water Dispenser
Pressure Regulators
Central Vacuum

* Optional seller's coverage for an additional charge.

** Buyer's coverage only.

Confirmation # _____

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

1. COMPLETE YOUR HOME WARRANTY CONTRACT INFORMATION

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

1. Street Address to be covered _____

Unit # _____ City _____ State _____ Zip _____

2. Real Estate Company Name* _____

Phone _____ Fax _____ Agent _____

3. Other Broker Company Name (if applicable) _____

Phone _____ Fax _____ Agent _____

4. Closing Company Name _____

Phone _____ Fax _____ Est. Close Date _____ File # _____

5. Buyer's Name _____ Seller's Name _____

2. CHOOSE YOUR DESIRED COVERAGE & OPTIONS FOR YOUR PROPERTY

BASIC PLANS | Service Call Fee \$60

Call for quote on: homes over 5,000 square feet, 5 - 10 units and guest homes.

BUYER'S/SELLER'S COVERAGE

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

**Single-Family Home/Condominium/
Townhome/Mobile Home** **\$435**

MULTIPLE UNITS

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Duplex **\$665**
 Triplex **\$785**
 Fourplex **\$940**

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Buyer's coverage only. Contract fee for basic coverage for years 2, 3 and 4.
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Pool/Spa Equipment **\$150**
 No additional charge if separate equipment.
 NEW! | Built-in Kitchen Refrigerator **\$50**
 NEW! | Additional Refrigerator (Per unit) **\$25**
 Well Pump **\$80**
 Septic Tank Pumping **\$25**

FOR SELLER

Maximum 180 days for seller. May only be purchased when basic buyer's/seller's coverage is accepted.

Heating, Air Conditioning & Ductwork Coverage **\$60**

3. SIGN & SEND IN OR FAX

TOTAL: _____

*The plan fee is to be paid at closing and includes the full amount of fees due and payable to First American Home Buyers Protection Corporation for plan administration and provision of service, as well as optional reimbursement to the above named real estate company based on a good-faith estimate of the value of its services and expenses incurred in promoting, selling, processing and advertising the plan.

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

Signature _____ Date _____

First American Home Warranty Sample Contract

SHOULD YOU NEED SERVICE PLEASE READ YOUR COVERAGE CAREFULLY

and then place your claim at www.firstam.com/warranty or by calling (800) 992-3400.

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

IMPORTANT

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

TIMING OF COVERAGE

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

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

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

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

Offer for future coverage is at the sole option of the Company.

BASIC CONTRACT COVERAGE

The following items are covered by this contract for the buyer when payment is made at close of sale and for the seller during seller's coverage. We show examples of items "not covered" to assist your understanding of the contract. **It is also important to review Limits of Liability.**

PLUMBING

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

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

NOTE: Coverage for diagnosis, access, repair or replacement of items located in or below a concrete slab, and items encased in or covered by concrete is limited under this contract to a maximum of \$500 in the aggregate.

PLUMBING STOPPAGES

- Clearing of stoppages in drain, vent and sewer lines to 125 feet of point of access where accessible ground level cleanout is existing, except;

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

WATER HEATER (Includes tankless water heaters)

- Gas, oil or electric
- Gas valve
- Tank leaks
- Drain valve
- Heating elements
- Temperature and pressure relief valve
- Control thermostat and thermocouple

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

ELECTRICAL

- Wiring
- Panels and subpanels
- Plugs

- Switches and fuses
- Junction boxes
- Conduit
- Telephone wiring
- Circuit breakers (including ground fault)

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

NOTE: Coverage for diagnosis, access, repair or replacement of items located in or below a concrete slab, and items encased in or covered by concrete is limited under this contract to a maximum of \$500 in the aggregate.

KITCHEN APPLIANCES

- Oven/Range/Cooktop: All parts and components, except;

Not Covered: *Knobs, dials, racks, rotisserie, door glass, lights, handles, interior lining, magnetic induction units and meat probe assemblies.*

- Dishwasher: All parts and components, except;

Not Covered: *Racks, rollers and baskets.*

- Garbage Disposal: All parts and components.

- Microwave Oven (Built-in only): All parts and components, except;

Not Covered: *Knobs, racks, rotisserie, removable trays, door glass, lights, clocks, shelves, interior lining, handles and meat probe assemblies.*

- Trash Compactor: All parts and components, except;

Not Covered: *Lock/key assemblies, knobs and removable buckets.*

- Instant Hot Water Dispenser: All parts and components.

CENTRAL VACUUM SYSTEM

- All parts and components, except;

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

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

ATTIC AND EXHAUST FANS

- All parts and components.

ADDITIONAL COVERAGE FOR BUYER

AND OPTIONAL COVERAGE FOR SELLER

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

HEATING

- Radiators
- Heating elements
- Vent blower assembly
- Gas, electrical, oil furnaces
- Switches, wiring and relays
- Thermostats and thermostat sub-base
- Gas valve
- Printed circuit boards
- Heat exchangers
- Baseboard convectors
- Hydronic circulating pumps
- Motors
- Heat pumps
- Burners

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

NOTE:

- Coverage for diagnosis, access, repair or replacement of heating systems utilizing steam, heated water, or glycol is limited under this contract to a maximum of \$1,500 in the aggregate.

• Coverage for diagnosis, access, repair or replacement of items located in or below a concrete slab, and items encased in or covered by concrete is limited under this contract to a maximum of \$500 in the aggregate.

DUCTWORK

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

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

NOTE: Coverage for diagnosis, access, repair or replacement of items located in or below a concrete slab, and items encased in or covered by concrete is limited under this contract to a maximum of \$500 in the aggregate.

□ **CENTRAL AIR CONDITIONING (Ducted)**

- Refrigeration System (includes heat pump)

Condensing unit Thermostats Compressor Motors Coils
Liquid and suction line dryers Freon lines Air handling unit
Fuses, breakers, disconnect boxes and wiring Valves (including thermostatic expansion valves)

- Evaporative Cooler

Pump Casing Motor Belts & pulleys Float-assembly

- Built-in Electric Wall Units

Not Covered: Condenser casings, grills, registers, filters (including electronic air cleaner), gas air conditioners, window units, underground or outside piping and components for geo-thermal and/or water source heat pumps, humidifiers, cooler pads, roof jacks or stands.

NOTE: If the Company determines that the air conditioning unit must be replaced, the Company will replace the unit with a unit that meets current federal, state and/or local government efficiency standards and replace any covered component, as well as the plenum, indoor electrical, air handling transition, and duct connections necessary to maintain compatibility with the replacement, including the installation of the thermostatic valves.

OPTIONAL COVERAGE FOR BUYER AND SELLER

The seller must agree to additional payment at close of sale in order to receive the following optional coverage(s). The buyer is covered for the following optional coverage(s) when additional payment has been made at closing.

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

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

FIRST CLASS UPGRADE

The following items that are not covered without the First Class Upgrade Option are covered when this option is ordered and paid for.

- Plumbing: Faucets (replaced with chrome builders standard), shower head and shower arm, hose bibbs, toilets (replaced with like quality up to \$300 per occurrence).
- Heating: Registers, grills, filters, heat lamps.
- Microwave Oven (built-in only): Interior lining, door glass, clocks, shelves.
- Air Conditioning: Filters, registers, grills, window units.
- Trash Compactor: Removable buckets.
- Smoke Detector: Both battery operated and hardwired.
- Oven/Range/Cooktop: Rotisseries, racks, handles, knobs, dials, interior lining.
- Garage Door Openers: Hinges, springs, remote transmitters, switches, capacitor, motor, push arm, track assembly, receiver unit, and carriage.
- Kitchen Refrigerator: Ice makers. • Dishwasher: Racks, baskets, rollers.
- The Company will cover fees associated with the use of cranes or other lifting equipment required to service roof-top heating or air conditioning units.
- Where local building permits are required prior to commencing replacement of appliances, systems, or components, the Company will pay up to \$250 per occurrence for such local building permits. The Company will not be responsible for replacement service when permits cannot be obtained.
- The Company will pay costs related to freon recapture, reclaim and disposal (if freon disposal is required) and the removal of an appliance, system, or component when the Company is replacing a covered appliance, system, or component.
- The Company will repair or replace a system or appliance that was improperly installed, modified or repaired, or was not properly matched in size or efficiency at any time prior to or during the term of this contract provided the system is not undersized relative to the square footage of area being cooled or heated. In the event that a covered mismatched system or improper installation, modification or repair is in violation of a code requirement, Limited Code Upgrade* applies.
- Limited Code Upgrade*: The Company will pay up to \$250 in the aggregate under this contract to correct code violations when effecting approved repairs or replacements.

ADDITIONAL COVERAGE FOR BUYER

The following coverage begins when payment is made at close of sale.

□ **KITCHEN REFRIGERATOR**

- All parts and components, except;

Not Covered: Insulation, racks, shelves, handles, lights, ice makers, ice crushers, beverage dispensers and their respective equipment, interior thermal shells, food spoilage, refrigerators which contain more than one compressor, stand alone freezers and refrigerators located outside kitchen area.

□ **CLOTHES WASHER AND DRYER**

- All parts and components, except;

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

OPTIONAL COVERAGE FOR BUYER

The buyer is covered for the following items when additional payment is made at closing.

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

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

□ **POOL/SPA EQUIPMENT**

- Heating unit • Filter • Pump • Pump motors • Bearings • Valves
- Seals and gaskets • Timer • Impellers, switches and relays
- Pool sweep motor and pump • Above ground plumbing and electrical

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

□ **BUILT- IN KITCHEN REFRIGERATOR (Dual compressor)**

- All parts and components, except;

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

NOTE: Coverage for diagnosis, access, repair or replacement of kitchen refrigerators which contain more than one compressor is only available under this optional coverage item and is limited under this contract to a maximum of \$5,000 in the aggregate.

□ **ADDITIONAL REFRIGERATOR**

- All parts and components, except;

Not Covered: Insulation, racks, shelves, handles, lights, ice makers, ice crushers, beverage dispensers and their respective equipment, interior thermal shells, food spoilage, refrigerators which contain more than one compressor and stand alone freezers.

□ **WELL PUMP (Limited to one well pump per home)**

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

Not Covered: Well casings, booster pumps, piping or electrical lines, holding, pressure or storage tanks, redrilling of wells, damage due to lack of water, tampering, well pump and well pump components for geo-thermal and/or water source heat pumps, improper installation, access to repair well pump system.

□ **SEPTIC TANK PUMPING**

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

Not Covered: Septic tanks, leach lines, cesspool, mechanical pump or systems, cost of locating or to gain access to the septic tank, cost of hook-ups, disposal of waste, chemical treatment of the septic tank and/or sewer lines.

LIMITS OF LIABILITY

1. Common areas and facilities of mobile home parks and condominiums are not covered. If dwelling is 5 units or more, common systems and appliances not located within the confines of each individual unit are excluded.
2. Repairs or replacements required as a result of missing parts, fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, mud, war, riots, vandalism, improper installation, acts of God, damage from pests, lack of capacity, or misuse are not covered by this contract.
3. The Company's liability is limited to failure of systems due to normal wear and tear. Cosmetic defects are not covered.
4. Company is not liable or responsible for consequential, incidental and/or secondary damage or loss resulting from the malfunction of any covered item, or a Service Contractor's delay or neglect in providing, or failing to provide, repair or replacement of a covered item, including, but not limited to, personal and/or property damage, food spoilage, additional living expenses, utility bills, loss of income.

5. Solar systems and components including holding tanks are not covered. Electronic, computerized, pneumatic and manual system management and zone controllers are not covered.
6. The Company will not be responsible for any corrections, repairs, replacements, upgrades, inspections, or additional costs to comply with federal, state or local laws, utility regulations, zoning or building codes. The Company will not be responsible to pay any costs relating to permits, haul away fees, construction, carpentry, relocation of equipment. The Company will not be responsible for alterations or modifications made necessary by existing equipment or installing different equipment except where noted in the Central Air Conditioning (Ducted) section of this contract. The Company will not alter structure to effect repair or replacement, nor refinish or replace cabinets, countertops, tile, paint, wall, or floor coverings, or the like.
7. The Company will not effect service involving hazardous or toxic materials, including asbestos or any other contaminants. The Company is not responsible for any claim arising out of any pathogenic organisms regardless of any event of cause that contributed in any sequence to damage or injury. Pathogenic organisms mean any bacteria, yeasts, mildew, virus, fungi, mold, or their spores, mycotoxins or other metabolic products.
8. This contract covers only single family residential-use resale and new construction property, under 5,000 square feet, unless amended by the Company. Resale and new construction homes over 5,000 square feet, multiple units, mother-in-law units, guest houses, and other structures are covered if the appropriate fee is paid. This coverage is for owned or rented residential property, not for commercial property or premises converted into a business including but not limited to, nursing/care homes, fraternity/sorority houses or day care centers.
9. The Company will determine whether a covered system or appliance will be repaired or replaced. When replacing any appliance, the Company will not consider any failures that do not contribute to the appliance's primary function including, without limitation, TVs or radios in the kitchen refrigerator. The Company will replace with equipment of similar features, efficiency, and capacity but is not responsible for matching brand, dimensions, or color. The Company reserves the right to have a component or part rebuilt or to replace with a rebuilt component or part.
10. The Company reserves the right to require a second opinion at no additional charge to the customer.
11. The Company is not responsible for repairs arising from manufacturer's recall of covered items, manufacturer's defects or for items covered under an existing manufacturer's, distributor's or in-home warranty. The covered items must be domestic or commercial grade and specified by the manufacturer for residential use.
12. The Company is not responsible for repair or replacement of any system or appliance or component or part thereof that has previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer, and for which either entity has issued, or issues a warning or recall, or when a failure is caused by manufacturer's improper design, use of improper materials, formula, manufacturing process or manufacturing defect.
13. The Company will not perform routine maintenance. The contract holder is responsible for cleaning and routine maintenance as specified by the manufacturer of the equipment.

CUSTOMER SERVICE

1. Telephone service is available at all times. Call us to describe the problem. When your coverage is confirmed, First American will dispatch your call to a qualified contractor. All calls for covered services will be initiated within 72 hours of the request for the service by the contract holder and will be completed as soon as reasonably possible. Covered services involving a malfunction of a heating system during the winter months will result in immediate initiation of services. The contractor will call you to schedule a mutually convenient appointment time. Additional efforts are made in emergency situations. If you should request the Company to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees, including overtime charges.
2. The customer pays the \$60 service call fee for each separate trade call. Trade call means each visit by an approved contractor, unless multiple visits are required to remedy the same problem. The Company warrants its work for 30 days. If that item fails outside this time period, an additional service fee will be charged. Failure to pay the service call fee may delay processing of future claims.
3. Homeowner and Company may agree on payment of cash in lieu of repair or replacement. Payment will be made based on Company's negotiated rates with its suppliers, which may be less than retail.
4. Sometimes there are problems and delays in securing parts or equipment. When the items are secured, they will be installed promptly without any further service charge.
5. At times it is necessary to open walls, ceilings or floors to make repairs. We will close the opening, at our cost, and return it to rough finish. This does not apply to Central Vacuum Coverage.

TRANSFER OF CONTRACT

If your covered property is sold during the term of this contract, you must notify First American of the change in ownership and must submit the name of the new owner by phoning 1-800-992-3400 in order to transfer coverage to the new owner.

CANCELLATION

A home service contract is noncancellable during the initial term for which it was issued, except for any of the following reasons: (i) Nonpayment of contract fees; (ii) The subscriber's fraud or misrepresentations of facts material to the issuance of the contract; (iii) The contract provides coverage prior to the time that an interest in residential property to which it attaches is sold and the sale of the residential property does not occur. If this contract is cancelled, by mutual consent of the contract holder and First American Home Buyers Protection Corporation, the provider of funds shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less an administrative fee and all service costs incurred by the Company.

New Jersey and Pennsylvania Residents Only: See Miscellaneous section for cancellation information.

DUTIES OF THE CONTRACT HOLDER

To maintain coverage, the Contract Holder must do the following:

- (i) Protect appliances/systems from further damage should a failure occur;
- (ii) Report claims promptly to First American on the toll free number given in this contract;
- (iii) Install all appliances/systems in accordance with the manufacturer's specifications;
- (iv) Maintain all appliances/systems in accordance with the manufacturer's specification, including performing normal, routine maintenance.

MISCELLANEOUS

New Jersey Residents Only:

Obligations of the Company under this service contract are backed by the full faith and credit of the Company.

The contract holder may return the home service contract within 20 days of the date the home service contract was mailed to the contract holder or within 10 days of delivery if the home service contract is delivered to the contract holder at the time of sale. Upon return of the home service contract to the Company within the applicable time period, if no claim has been made under the home service contract prior to its return to the Company, the home service contract is void and the Company shall refund to the contract holder, or credit the account of the contract holder, the full purchase price of the home service contract. The right to void the home service contract provided in this subsection is not transferable and shall apply only to the original home service contract purchaser and only if no claim has been made prior to its return to the Company. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the return of the home service contract to the Company.

The Company shall mail a written notice to the contract holder at the last known address of the contract holder contained in the records of the Company at least five days prior to such cancellation by the Company. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the contract holder to the Company, or a substantial breach of duties by the contract holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.

Pennsylvania Residents Only:

If the contract is returned for cancellation within 20 days of the time this contract is mailed or within 10 days of the delivery to the contract holder and no claim has been made, this contract is deemed void and the provider shall refund the contract holder the full purchase price. If a claim has been made, any refund due may be credited to any outstanding balance of the amount and any excess shall be refunded to the contract holder. The right to void the contract is not transferable and shall apply only to the original contract purchaser and only if no claim has been made prior to its return to the provider. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the contract to the provider. If the provider cancels the contract, the provider shall mail a written notice to the contract holder at the last known address of the contract holder contained in the records of the provider at least twenty (20) days prior to cancellation and the reason for the cancellation.

Prior notice for cancellation is not required by the provider for the following reasons:

- A. Nonpayment of contract fees;
- B. Fraud or misrepresentation of facts material to the issuance of the contract; or
- C. Substantial breach of duties by the contract holder relating to the covered product or its use. If the contract is canceled by the provider, the contract holder shall be entitled to a pro rata refund of the paid contract fees for the unexpired term, less any balance owed to provider including claim costs.

Obligations of the provider under this service contract are backed by the full faith and credit of the provider.