



First American
*Home Warranty*SM

FIRST AMERICAN HOME WARRANTY PLANS

MORE Coverage.
MORE Upgrades.
MORE Peace of Mind.



Our most comprehensive coverage ever. Customizable plans and reduced out-of-pocket costs.



THE MAX PLAN



NO HVAC REFRIGERANT LIMIT



RE-KEY SERVICE FOR BUYERS

firstamrealestate.com | 800.444.9030

New Mexico/Oklahoma



Home Warranty Overview

Buyers can
order home
warranties up
to 60 days
post-close.

Easy-to-use coverage

24/7 access: Sign in at firstamrealestate.com
or call 800.992.3400

What is a home warranty plan?

A home warranty is a renewable service protection plan for a home's major appliances and systems. First American offers plans for new homebuyers, sellers, and homeowners.

Our home warranty plans help protect home sellers from costs and delays during their listing period and homebuyers from costly breakdowns after their closing.

How do home warranties work?

With a First American home warranty, when a covered appliance or system breaks, if we can't repair it, we'll replace it.* We work with you and our network of independent prescreened service providers to deliver quality service and value you can rely on.

How does a home warranty help you?

Home warranty coverage is the best way to protect your budget and take the stress and hassle out of repairing or replacing expensive home systems and appliances when they fail.

Since 1984, and across the country, First American has provided more than 12 million home warranty members like you with high-quality, industry-leading protection that helps make homeownership easier.

What does your plan cover?

On page 6 you'll see a sample contract for homebuyers and sellers. It shows what our product covers and available options. You'll also find details on what's not covered and any coverage limitations.

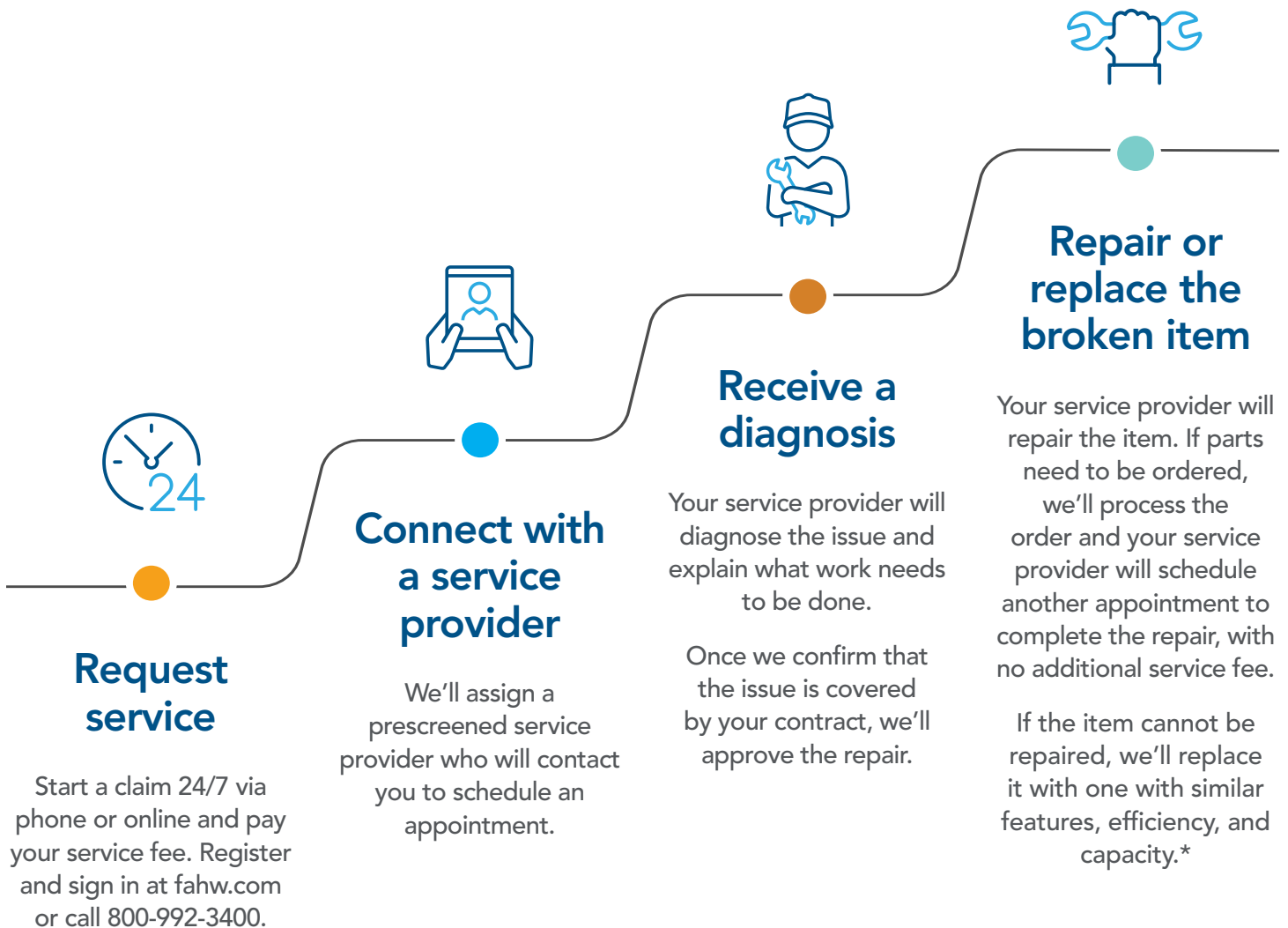
What home warranty benefits are included?

We are here for you when the things you count on break, but there's more to enjoy about home warranty membership. Your plan includes exclusive member benefits and discounts that help make owning a home even easier.

See page 4 for member details and learn how to start using your benefits to help you with moving, completing projects, taking discounts on new appliances, and more.

*In some instances, Homeowner and First American may agree to payment of cash in lieu of repair or replacement. Payment will be made based on First American's negotiated rates with its suppliers, which may be less than retail. Please review the sample contract for specific coverage, terms and limitations.

How Our Home Warranty Service Process Works



*For kitchen refrigerators, repair or replacement of ice makers, ice crushers, beverage dispensers and their respective equipment will only be completed when parts are available.

Why Choose First American?

First American is a leading provider of home warranties with the experience and strength of an industry leader. Since 1984, First American has provided quality protection for homeowners across the nation, through more than 12 million home warranties.



Exclusive Member Benefits



Before Your New Home Closes

Save \$100 On Handyman and Moving Services

You'll get a Porch Home Assistant Gold membership and four \$25 coupons for handyman and moving services.* Let Porch handle all the extra tasks that come with moving, such as lining up home improvement pros, setting up utility service, and more. Visit porch.com/home-assistant/First-American to get started.

*Disclaimer: Limit one coupon per appointment. Coupons may not be combined with any other offers or discounts. Please notify Porch of your coupon during booking. Discount will be applied at the time your appointment is scheduled. Porch Services may not be available in all areas.

After Your Home Closes

Re-key Service

Use your online account to request service to get your home's locks keyed. You'll pay the usual home warranty service fee and get up to six locks re-keyed and receive four copies of the new keys.

Everyday Savings

Get Up to 40% off Appliances

Need to update the appliances in your new home? Save big on major brands like GE, Frigidaire, and Electrolux.

Save 10% on Home Projects and Services

Get special savings on home projects from a local off-duty firefighter through Hidrent. They can help with everything from lighting fixtures and TV mounting to cleaning gutters and general handyman services.

Get 5% off Refrigerator Water Filters

Enjoy 5% off filters and free shipping when you subscribe to refrigerator water filter delivery service.

How to Access Your Benefits

Simply sign in or register at fahw.com and click **Member Benefits** to access these amazing benefits. After your closing date, you'll be ready to schedule your re-key service and secure your home with new keys.



Upgrade Highlights

Our home warranty coverage is a comfort to budget-minded homeowners when covered household items break. Our upgrades help them extend — and customize — their coverage even more.



First Class Upgrade

- Up to \$250 for building permits
- Up to \$250 for correcting code violations
- Coverage for improper installations



Codes, Mods, and More

- Up to \$1,250 for correcting code violations and making modifications
- Coverage for HVAC zone controllers

Only available with the purchase of First Class Upgrade



Plumbing Plus

- Up to \$1,500 for plumbing encased in concrete
- Up to \$1,000 for external pipe leaks
- Up to \$250 for ground-level cleanouts
- Up to \$250 to clear stoppages caused by roots



Appliance Plus

Includes DOUBLE the coverage of the Basic Plan: \$7,000 per appliance for covered luxury items

Sample Contract & Coverage Overview

SHOULD YOU NEED SERVICE PLEASE READ THIS SERVICE CONTRACT (Contract) CAREFULLY and then place your claim at fahw.com or by calling (800) 992-3400.

This is a Contract for repair or replacement of expressly identified appliances, home systems, parts, components or equipment (collectively, Item(s)). Have your Contract number, make or model of covered Item and complete street address available. Service call fee is disclosed on your Home Warranty Summary page that precedes this Contract and is due at the time of claim placement (**one time service call fee per Contract for Optional Subterranean Termite Treatment is \$200**). In some cases, you may be offered a remote service visit.

IMPORTANT

This Contract covers only the Items expressly identified in this Contract and excludes all others (although only by way of example does Contract offer exclusions; which are not exhaustive). Items are not covered unless they are in safe working order at the start of coverage. To be covered, Items must be installed for diagnosis and located within the confines of the perimeter of the foundation of the primary living quarters or garage (except for coverages purchased that, by their description, are located outside of the foundation, including well pump, septic tank, sewage ejector pump, pressure regulator, air conditioning, pool/spa equipment or plumbing plus). This Contract provides coverage for unknown defects if the defect is not detectable through visual inspection or simple mechanical test (excluding renewal and non-real estate transaction customers). Items include malfunctioning systems and appliances due to lack of maintenance, rust, corrosion and chemical or sedimentary build-up. "Service Provider(s)" means all trade businesses who signed a written contract with First American Home Warranty Corporation (Company) (obligor).

Company will not reimburse you for services performed without prior approval. Company has the sole right to choose a Service Provider.

COVERAGE TIME AND RENEWAL

You must report defects or malfunctions to Company during the term of this Contract.

1. Contract Effective Date is located on your Home Warranty Summary page. Coverage begins on Contract Effective Date and continues for 12 months, except;
 - A. Basic Seller's Coverage and Seller's Options (if elected) starts upon receipt of Contract number and continues until expiration of the initial listing period not to exceed 180 days or until close of sale or listing cancellation (whichever is first). Seller's Coverage may be extended at the discretion of Company.
 - B. New Construction Coverage begins 12 months after the close of sale and continues for 48 months.
 - C. Two-Year Coverage begins on Contract Effective Date and continues for 24 months.
2. Payment is due at close of sale and must be received by Company within 30 days.
3. Offer for future coverage is at Company's sole discretion. You will be notified of rates and terms for continuation of coverage.



Member of the NATIONAL HOME
SERVICE CONTRACT ASSOCIATION.

BASIC CONTRACT COVERAGE

It is important to review Limits of Liability as well as the Options Ordered section of your Home Warranty Summary page.

PLUMBING – Covered

- Pressure regulators
- Garbage disposal: all parts
- Circulating hot water pump
- Instant hot water dispenser: all parts
- Bathtub motor, pump and air switch assemblies
- Permanently installed sump pumps (ground water only)
- Valves: shower, tub, diverter, riser, angle stop and gate valves
- Leaks and breaks of water, drain, gas, vent or sewer lines
- Toilet tanks, bowls and mechanisms (replaced with white builder's standard as necessary)

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, fire suppression systems, gas lines in fireplace and leaks or breaks caused by freezing or roots.

NOTE: Company is only responsible for providing access for covered plumbing repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish. Coverage for diagnosis, access, repair or replacement of Items located in or under concrete is limited up to \$500.

PLUMBING STOPPAGES – Covered

- Clearing of stoppages in sink, tub, shower drains and toilets. Clearing of sewer and mainline stoppages (including hydrojetting if stoppage is unable to be cleared with cable) to 125 feet of point of access where ground level cleanout is existing. Clearing of lateral drain lines to 125 feet from point of access including accessible cleanout, p-trap, drain or overflow access point.

Not Covered: Stoppages caused by foreign objects, roots, collapsed or broken lines outside the foundation, access to drain or sewer lines from roof vent and costs to locate, access or install a ground level cleanout.

WATER HEATER – Covered

(Includes tankless water heaters)

- All parts, except;

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

NOTE: Coverage for diagnosis, access, repair or replacement of any modulating condensing boiler, geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit is limited up to \$1,500.

ELECTRICAL – Covered

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

Not Covered: Computer, audio, video, intercom, fixtures, alarm – and all associated wiring or cables. Inadequate wiring capacity, sensor, relay, low voltage systems, power surges, timed circuits, and phone/utility company's equipment including but not limited to phone jacks, meters and wiring.

NOTE: Company is only responsible for providing access for covered electrical repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish.

KITCHEN APPLIANCES – Covered

(Limit up to \$3,500 per appliance)

- Dishwasher
- Trash compactor
- Microwave oven (built-in only)
- Kitchen range hood
- Oven/range/cooktop

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

GARAGE DOOR OPENERS – Covered

- Motor
- Receiver unit
- Switches
- Carriage
- Capacitor
- Push arm
- Center rail assembly

Not Covered: Transmitters, adjustments, doors, gates and gate motors, side rails, rollers, hinges and springs.

CENTRAL VACUUM SYSTEM – Covered

- All parts, except;

Not Covered: Hoses and accessories which are removable.

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

FANS – Covered

- Attic and exhaust fans: all parts.
- Whole house fans: all parts.
- Ceiling fans: all parts, except;

Not Covered: Light kits and remote transmitters.

ADDITIONAL COVERAGE FOR BUYER AND OPTIONAL COVERAGE FOR SELLER

NOTE FOR SELLER: Heating, Central Air Conditioning and Ductwork coverage is optional for the Seller at an additional charge. If elected, Company will pay up to a combined maximum limit of \$1,500 during Seller's Coverage period for such coverage.

HEATING – Covered

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

Not Covered: Auxiliary space heaters, cable heat, humidifier/dehumidifier systems or accessories, filters (including electronic air cleaners), registers, fuel storage tanks, heat lamps, fireplaces and key valves, fireplace inserts, baseboard casings and grills, chimneys, flues and vents, underground or outside components and piping for geothermal or water source heat pumps, well pumps and well pump components for geothermal or water source heat pumps, grain, pellet, stove style or wood heating units (even if only source

of heating), system management or zone control systems (whether manual, electronic, computerized or pneumatic) and heat pump refrigerant recapture, reclaim and disposal.

NOTE:

- Coverage for diagnosis, access, repair or replacement of any geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit or oil furnace is limited up to \$1,500.
- Coverage for heat exchangers which fail during optional Seller's coverage is limited up to \$500.
- If Company determines that a package unit or the condenser of a central air conditioning or heat pump split system must be replaced, Company will replace the unit with a unit that meets current federal, state or local government efficiency standards. This note also applies to central air conditioning.

CENTRAL AIR CONDITIONING – Covered

- Refrigeration system (includes heat pump)
 - Thermostats
 - Condensing unit
 - Refrigerant lines
 - Air handling unit
 - Liquid and suction line dryers
 - Refrigerant recharging
 - Fuses, breakers, disconnect boxes and wiring
 - Evaporator coils (including thermostatic expansion valves)

- Evaporative cooler
- Built-in electric wall units
- Mini-split ductless systems

Not Covered: Humidifier/dehumidifier systems or accessories, registers, grills, filters (including electronic air cleaners), gas air conditioners, wine room cooling units, window units, underground or outside piping and components for geothermal or water source heat pumps, cooler pads, roof jacks or stands, system management or zone control systems (whether manual, electronic, computerized or pneumatic) and refrigerant recapture, reclaim and disposal.

NOTE:

- Coverage for diagnosis, access, repair or replacement of any geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit is limited up to \$1,500.
- Company is only responsible for providing access for covered central air conditioning repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish. Coverage for diagnosis, access, repair or replacement of Items located in or under concrete is limited up to \$500.
- If Company determines that a package unit or the condenser of a central air conditioning or heat pump split system must be replaced, Company will replace the unit with a unit that meets current federal, state or local government efficiency standards.
- When replacing a central air conditioning or heat pump split system, Company will replace any covered component as well as modify the plenum, indoor electrical, air handling transition and duct connections as necessary to maintain compatibility and operating efficiency as required by the manufacturer of the replacement unit, including the installation of thermostatic expansion valves.

DUCTWORK – Covered

(Limit up to \$1,000)

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

Not Covered: Grills and registers, improperly sized ductwork, insulation, dampers, collapsed or crushed ductwork, ductwork damaged by moisture, ductwork where asbestos is present, costs for inspections, locating leaks to ductwork, diagnostic testing of ductwork when required by any federal, state or local law, regulation, or ordinance, or when required due to installation or replacement of any system equipment.

NOTE: Company is only responsible for providing access for covered ductwork repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish.

ADDITIONAL COVERAGE FOR BUYER

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

RE-KEY SERVICE – Covered

- The Re-key Service is available one-time per contract and includes the re-key of up to 6 keyholes and 4 copies of the new keys. The current keys for the 6 keyholes must be available and operational at the time of service otherwise additional services will be required.

Not Covered: Sliding doors; garage door openers, replacement of deadbolts, knobs or associated hardware; broken or damaged locks; padlocks; gate, window, file cabinet, safe, desk or mailbox locks; or any other services provided by the locksmith.

NOTE: You will be responsible for payment directly to the locksmith for any additional services.

OPTIONAL COVERAGE FOR BUYER AND SELLER

NOTE FOR SELLER: The following coverage is optional for the Seller at an additional charge.

NOTE FOR BUYER: You may purchase optional coverage up to 60 days from Contract Effective Date. Such coverage is not effective until payment is received by Company and coverage terminates upon Contract expiration.

(See First Class Upgrade section for details.)

OPTIONAL COVERAGE

NOTE FOR SELLER: The following optional coverage is not available.

NOTE FOR BUYER: You may purchase optional coverage up to 60 days from Contract Effective Date. Such coverage is not effective until payment is received by Company and coverage terminates upon Contract expiration.

POOL/SPA EQUIPMENT – Covered if purchased

- | | |
|--|-------------------|
| • Filters | • Valves |
| • Pumps | • Circuit board |
| • Timers | • Salt water cell |
| • Pump motors | • Heating units |
| • Pool sweep motor and pumps | |
| • Above ground plumbing and electrical | |

Not Covered: All cleaning equipment, including pop up heads, turbo and actuator valves, pool sweeps, liners, lights, structural defects, solar equipment, inaccessible components, humidifier/dehumidifier systems or accessories, jets and respective parts and components, fuel storage tanks, fill valves, system management or zone control systems (whether manual, electronic, computerized or pneumatic), disposable filtration media, chlorinators, ozonators and other water chemistry control equipment and materials, auxiliary, negative edge, waterslide, waterfall, ornamental fountain and their pumping and motor systems or any other pump or motor that does not circulate water from the pool or spa directly into the main filtration system as its primary function, heat pumps, salt, panel box, remote controls and dials.

NOTE: Coverage for salt water pool/spa equipment salt water cell and circuit board is limited up to \$1,500.

OPTIONAL UPGRADE FOR BUYER AND SELLER FIRST CLASS UPGRADE

Covered if purchased

The following list is the additional coverage applied when the First Class Upgrade is purchased. Optional coverage (OPT) must be purchased for the upgrade to apply to those items. Note: some items are not available (NA) for the seller.

Buyer	Seller
• OPT	Air Conditioning: Filters, registers, grills, window units.
• OPT	Heating: Registers, grills, filters.
• OPT	HVAC Lifting Equipment: Company will cover fees associated with the use of cranes or other lifting equipment required to service roof-top heating or air conditioning units.
• OPT	Ductwork: Grills, registers.
• •	Garage Door Openers: Hinges, springs, transmitters.
• •	Plumbing: Faucets (replaced with chrome builder's standard), shower head and shower arm, hose bibbs, toilets (replaced with like quality up to \$600 per occurrence).
OPT NA	Clothes Washer and Dryer: Knobs, dials.
• •	Dishwasher: Racks, baskets, rollers, knobs, dials.
• •	Microwave Oven (built-in only): Interior lining, door glass, clocks, racks, knobs.
• •	Oven/Range/Cooktop: Rotisseries, racks, knobs, dials, interior lining.
• •	Trash Compactor: Removable buckets, knobs.
• •	Building Permits: Where local building permits are required prior to commencing replacement of appliances, systems or components, Company will pay up to \$250 per occurrence for such local building permits. Company will not be responsible for replacement service when permits cannot be obtained.
• •	Recapture, Reclaim, Disposal: Company will pay costs related to refrigerant recapture, reclaim and disposal (if required) and the removal of an appliance, system or component when Company is replacing a covered appliance, system or component.
• •	Improper Installations and Modifications: Company will repair or replace a covered system or appliance (excluding roofs and ductwork) that fails as a result of improper installation, modification or repair, or due to not being 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: Company will pay up to \$250 to correct code violations when effecting approved repairs or replacements. Company may, at its option, pay you in lieu of performing the work.

ORNAMENTAL FOUNTAIN – Covered if purchased
(Limit up to \$500)

- Pump and motor assembly.

Not Covered: System management or zone control systems (whether manual, electronic, computerized or pneumatic), filtration media, chlorinators, ozonators and other water chemistry control equipment and materials.

KITCHEN REFRIGERATOR – Covered if purchased
(Limit up to \$3,500)

- All parts, except;

Not Covered: Insulation, racks, shelves, drawers, tracks, handles, lights, interior thermal shells, food spoilage, stand alone freezers, refrigerators located outside kitchen area and refrigerant recapture, reclaim and disposal.

NOTE:

- Coverage is for any one of the following types of kitchen refrigerator/freezer units: a built-in kitchen refrigerator/freezer unit, a built-in combination of an all refrigerator unit and an all freezer unit, or a free standing kitchen refrigerator/freezer.
- Repair or replacement of ice makers, ice crushers, beverage dispensers and their respective equipment will only be completed when parts are available.

ADDITIONAL REFRIGERATION – Covered if purchased
(Limit up to \$1,000)

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

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

Not Covered: Kitchen refrigerator, wine room cooling units, insulation, racks, shelves, drawers, tracks, handles, lights, ice makers, ice crushers, beverage dispensers and their respective equipment, interior thermal shells, food spoilage and refrigerant recapture, reclaim and disposal.

- Free standing ice maker:
All parts which affect the primary function of the ice maker and water dispenser, except;

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

CLOTHES WASHER AND DRYER – Covered if purchased
(Limit up to \$3,500 per appliance)

- All parts, except;

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

OPTIONAL UPGRADE FOR BUYER

APPLIANCE PLUS – Covered if purchased

Coverage increases the basic plan limit to a total of \$7,000 per appliance for Kitchen Refrigerator, Kitchen Appliances and Clothes Washer and Dryer. The basic plan limit for Additional Refrigeration increases to a total of \$2,000.

NOTE: Kitchen Refrigerator, Clothes Washer and Dryer or Additional Refrigeration coverage(s) must be purchased for increased limits to apply. This option does not increase the limit for Outdoor Kitchen.

OUTDOOR KITCHEN – Covered if purchased
(Limit up to \$1,000)

Coverage is for components that affect the primary functional operation of the outdoor kitchen elements but does not cover cooking elements.

- Ceiling fan
- Dishwasher
- Electrical wiring and outlets
- Faucets (chrome builder's standard used when replacement is required)
- Plumbing water, drain or gas lines (except caused by freezing)
- Garbage disposal
- Outdoor refrigerator

Not Covered: All cooking equipment/devices and their respective accessories, kitchen refrigerator, ice makers, ice crushers, beverage dispensers and their respective equipment, insulation, shelves, drawers, tracks, handles, lights/kits, interior lining, food spoilage, refrigerant recapture, reclaim and disposal, racks, baskets, rollers, knobs, dials, door glass, fixtures and remote transmitters.

WATER SOFTENER AND REVERSE OSMOSIS WATER FILTRATION SYSTEM – Covered if purchased
(Limit up to \$500)

- All mechanical parts and components of the water softener and reverse osmosis water filtration system (for drinking water), except;

Not Covered: Leased/rented units, softening agents, chemical imbalance, high sodium content, water purification systems, salt, filters, filter components and replacement membranes.

WELL PUMP – Covered if purchased
(Limited to one well pump per home; Limit up to \$1,500)

- All parts of well pump utilized as a source of water to the home, except;

Not Covered: Well casings, booster pumps, pumps used exclusively for irrigation, animals and non-living quarters, piping or electrical lines, holding, pressure or storage tanks, redrilling of wells, damage due to lack of water, tampering, well pump and well pump components for geothermal or water source heat pumps, improper installation and access to repair well pump system.

SEPTIC SYSTEM – Covered if purchased
(Limit up to \$500 for tank system)

Pumping

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

System

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

Not Covered: Septic tanks, seepage pits, leach lines, leach beds, grinder pumps, cleanout, cesspool, cost of locating or to gain access to the septic tank, cost of hook-ups, disposal of waste and chemical treatment of the septic tank or sewer lines.

SEWAGE EJECTOR PUMP – Covered if purchased
(Limited to one pump per contract; Limit up to \$500)

- All parts of sewage ejector pump not associated with the operation of a septic tank, except;

Not Covered: Basins and any costs associated with locating or gaining access to or closing access from the sewage ejector pump.

PEST CONTROL SERVICES – Covered if purchased

- Mice
- Pillbugs
- Earwigs
- Spiders
- Roaches
- Crickets
- Silverfish
- Centipedes
- Sowbugs
- Millipedes
- Ants (unless not covered)
- Clover mites
- Ground beetles

Not Covered: Fire ants, pharaoh ants, carpenter ants, fungus and wood destroying organisms, flying insects, termites, fleas, ticks and rats.

SUBTERRANEAN TERMITE TREATMENT

– Covered if purchased

- Treatment for subterranean termite infestation.

Not Covered: Infestation in decks or fencing or any infestation outside the confines of the foundation of the home or garage, repair of damage caused by subterranean termites.

You will pay a one time \$200 service call fee per Contract for subterranean termite treatment. Repeat visits are free of charge. All work will be performed by a licensed structural pest control Service Provider.

LIMITED ROOF LEAK – Covered if purchased

(Limit up to \$1,000)

- Leaks caused by rain to tar and gravel, tile, shingle, shake and composition roofs are repaired as long as leaks are caused by normal wear and tear and the roof was in water tight condition on Contract Effective Date. If replacement of the existing roof, in whole or in part, is necessary, Company's responsibility is limited to the estimated cost of repair of the leaking area only, as if the repair of that area were possible.

Not Covered: Roofs over detached structures, roof leaks caused by or resulting from: roof mounted installations, metal roofs, improper construction or repair, missing or broken materials, skylights, patio covers, gutters, drains, downspouts, scuppers, chimneys and defects in balcony or deck serving as a roof, routine periodic maintenance and consequential water damage.

Company will direct a Service Provider to contact you for an appointment or, at its option, may authorize you to contact a service provider directly. If authorized, you will be given a spending limit established by Company. Secondary or consequential water damage is not covered by this Contract.

NOTE: Service delays frequently occur during the first rains of the season or in heavy storms. While we will make every effort to expedite service, no service time guarantees can be made.

PRE-SEASON HVAC TUNE-UP – Covered if purchased

- One spring tune-up valid for service requests created on or between February 1 and April 30.
- One fall tune-up valid for service requests created on or between September 1 and November 30.

You are responsible for requesting service and will pay a service call fee for each pre-season tune-up service. Coverage is for one air conditioning or one heating system during each tune-up period; cost of tune-ups for additional systems require additional charges to be paid directly to the Service Provider. If covered service beyond the tune-up is required, an additional service call fee is due. Pre-season tune-ups will be tested and checked for the following items:

Air Conditioning: Thermostat, temperature split, capacitors, contactors, amp draw on compressor, amp draw on blower motor, accessible condensate line, condenser fan blades, clean and tighten electrical connections, refrigerant levels, replace filter (owner supplied) and rinse condenser coil (water rinse only).

Heating: Thermostat, limit switches, safety switches, capacitors, amp draw on motor, heating operation, inspect pilot system/ignitor, check and clean burners (if accessible) and replace filter (owner supplied).

Not Covered: Filters, cleaning of indoor/evaporative coil, clearing or unclogging condensate lines, geothermal systems, oil systems, hydronic or steam systems and ductless mini-split systems.

OPTIONAL UPGRADE FOR BUYER

CODES, MODS, AND MORE – Covered if purchased

This upgrade is only available with the purchase of the First Class Upgrade. Codes, Mods, and More covers the following items and increases the basic plan limits to the combined maximum aggregates listed.

- Up to \$2,500 for diagnosis, access, repair or replacement of any oil furnace, geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit.
- Zone controllers for Heating and Central Air Conditioning.
- Up to \$1,250 to correct code violations or make modifications when effecting approved repairs or replacements.

Not Covered: Restoration of wall, ceiling or floor coverings, cabinets, countertops, tile, paint or the like.

OPTIONAL UPGRADE FOR BUYER

PLUMBING PLUS – Covered if purchased

- Water heater expansion tanks.
- Up to \$250 to install a ground level cleanout.
- Up to \$250 to clear stoppages caused by roots.

Concrete Encasement

- Coverage is for the diagnosis, access, repair or replacement of leaks in water, drain and gas lines located in or under concrete inside the foundation of the primary living quarters. Coverage increases the basic plan limit to a combined maximum aggregate of \$1,500.

External Pipe Leaks

- Coverage is for diagnosis, access, repair or replacement of leaks and breaks to external water, gas and drain lines located outside the foundation of the primary living quarters, including repair or replacement of main shut off valve. Coverage is limited up to \$1,000.

Not Covered: Irrigation and sprinkler systems, pool/spa or fountain piping, utility owned shut off valves and landscape drain lines.

LIMITS OF LIABILITY

1. Common areas and facilities of mobile home parks and condominiums are not covered. Except as set forth in Pool trade, 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. Liability is limited to repair or replacement cost of Item due to normal wear and tear. Cosmetic defects are not covered.
4. Company is not responsible for consequential, incidental, emotional distress, pain or suffering, tort or exemplary damages, secondary damage, loss resulting from the malfunction of any Item, or a Service Provider's delay or neglect in providing, or

- failing to provide, repair or replacement of an Item due to shortages of labor and/or materials, or any other cause beyond our reasonable control.
5. Unless specified otherwise, any dollar limit mentioned is in the aggregate.
 6. Solar systems and components including holding tanks are not covered. System management or zone control systems (whether manual, electronic, computerized or pneumatic) are not covered.
 7. Company is not responsible for the following: any corrections, repairs, replacements, upgrades, inspections or other additional costs to comply with federal, state or local laws, utility regulations, zoning or building codes; paying any costs relating to permits, haul away fees, construction, carpentry or relocation of equipment; gaining or closing access to Items except where noted in this Contract; and, alterations or modifications made necessary by existing equipment or installing different equipment except where noted in the Central Air Conditioning section of this Contract. 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.
 8. Company does not provide service involving hazardous or toxic materials, including asbestos or any other contaminants. 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.
 9. Contract covers only single family residential-use property, residential-use resale property or residential-use new construction property. Residential property over 5,000 square feet, multiple units, guest houses and other structures are covered if the appropriate fee is paid. Multiple unit plans include independent coverage limits for each unit except for pool/spa and septic systems. Two year plans' aggregate coverage limits reset every 12 months. Contract 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, short-term rentals or day care centers.
 10. Company will determine, at its sole discretion, whether a covered system or appliance will be repaired or replaced. When replacing any appliance, Company will not pay for any failures that do not contribute to the appliance's primary function including, without limitation, TVs or radios built into the kitchen refrigerator. Company will replace with equipment of similar features, efficiency and capacity but is not responsible for matching brand, dimensions or color. Company 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 existing unit. Company reserves the right to replace with a rebuilt component or part or repair systems and appliances with non-original manufacturer's parts. When coverage has been confirmed and a replacement is needed, Company is not responsible for matching any features of an existing item that do not contribute to the primary function of that item.
 11. Company reserves the right to obtain a second opinion at its expense. If Company informs you that a malfunction is not covered, you must ask Company for a second opinion from another Service Provider within 14 days of notice. Company will not reimburse for provider you select, not contracted with Company, to perform a second opinion. Company will dispatch a second Service Provider to diagnose the malfunction. If the outcome of the second opinion is different from the first opinion, Company will accept coverage under this Contract. If your requested second opinion's diagnosis is the same as the initial opinion, you will pay an additional service call fee.
 12. Company is not responsible for repairs and/or replacements that are subject to a manufacturer's, distributor's or in-home warranty or subject to a manufacturer's recall. Covered systems and appliances must be domestic or commercial grade and specified by the manufacturer for residential use.
 13. Company is not responsible for repair or replacement of any system, appliance, 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.
 14. This contract does not cover routine maintenance.
 15. You and Company may agree on payment of cash in lieu of repair or replacement. Payment is made based on Company's negotiated rates with its suppliers, which may be less than retail. If you accept cash payment, you are required to repair the Item or provide a new replacement and send proof of repair or replacement to Company. The Item will not be covered under this or future Contracts until such proof is provided.
- ## CUSTOMER SERVICE
1. Claims can be placed online or by telephone at all times. During normal working hours (Monday – Friday) your claim will be dispatched within four hours of confirmation of coverage. The services contracted for will be initiated under normal circumstances by the Service Provider within 48 hours after request is made by you. Your submission to Company describing the problem is sufficient notice. The Service Provider will commence diagnosis without first requiring the completion of a written claim form or other such form of proof of loss. The Service Provider will contact you to schedule a mutually convenient appointment time; You will take reasonable measures to prevent secondary damage caused by a failed system or appliance. If you should request Company to perform service outside of normal business hours, you will pay additional fees, including overtime charges. Company must be notified as soon as a malfunction is discovered and prior to expiration of the Contract term.
 2. "Trade Call" means each visit by an approved Service Provider to service each home system or appliance. You will pay the service call fee disclosed on your Home Warranty Summary page for each separate Trade Call. An additional service call fee will not be due when multiple visits are required to remedy the same home system or appliance. Service Providers dispatched for Trade Calls are independent Service Providers, not agents or employees of the Company. Company warrants Service Provider's work for 30 days. If the Item fails outside of the 30-day time period, an additional service call fee will be charged. Failure to pay the service call fee may delay processing of future claims.
 3. If Company is not able to locate a Service Provider to service your claim, Company may request that you contact an out-of-network provider directly to obtain service. Company's policies and procedures for outside reimbursement are:
 - a. Approval must be secured in advance of any work being performed and is generally only granted when Company is unable to locate a Service Provider.
 - b. The out-of-network provider must be licensed and insured.
 - c. The out-of-network provider must provide detailed information regarding their diagnosis prior to performing work so that Company can confirm coverage and validate repair or replacement recommendations.
 - d. Covered repairs or replacement will be authorized if the work may be completed at an agreed upon rate.
 - e. You must submit the itemized paid receipt to Company for reimbursement within a reasonable amount of time. Company will reimburse up to the authorized amount.
 - f. Company will deduct any service fees owed from any reimbursement provided.
- ## TRANSFER OF CONTRACT
- If your covered property is sold during the term of this Contract, you have the right to assign this Contract provided that you notify Company of the change in ownership and must submit the name of the new owner by phoning (800) 444-9030 to transfer coverage.
- ## CANCELLATION
- Obligations of this Contract are backed by the full faith and credit of the Company and are not guaranteed by a service contract reimbursement insurance policy.

Unless allowed by law, this Contract is noncancelable other than by mutual agreement by you and Company.

Your request for cancellation must be in writing and can be submitted to cancellationsupport@firstam.com.

Company will not cancel your Contract except for any of the following reasons:

- 1. Nonpayment of Contract fees when due.
- 2. You or your agent's fraud or misrepresentation of facts material to the issuance of this Contract, or in presenting a claim for service thereunder.
- 3. This 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.

Oklahoma Residents Only:

If this Contract is cancelled, you shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less a \$50 administrative fee and all service costs incurred by Company.

New Mexico Residents Only:

If this Contract is returned for cancellation within 30 days of the time this Contract is mailed or within 20 days of delivery to you and no claim has been made, this Contract is deemed void and you shall be entitled to a refund of the full purchase price. The right to void this 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 Company.

If a claim has been made or if this Contract is cancelled at any other time, you shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less a \$50 administrative fee and all service costs incurred by Company.

If Company cancels this Contract, Company shall use the last known address on record to send by first-class mail a written notice to you at least 30 days prior to the cancellation that states the effective date and reason for cancellation. In such case, you shall be entitled to a pro rata refund and will not be charged a cancellation fee.

Any refund due to you shall be paid or credited within 30 days after this Contract is returned to Company. A 10% penalty of the purchase price shall be added per month to a refund not paid or credited every 30 days thereafter.

YOUR DUTIES

You are responsible for the following: (i) Protecting appliances/systems; (ii) Reporting claims promptly; (iii) Installing and maintaining appliances/systems following manufacturer's specifications and (iv) Maintenance if the Service Provider determines it is required to achieve manufacturer results of systems and appliances.

MISCELLANEOUS

Oklahoma Residents Only:

Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

RESOLUTION OF DISPUTES

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.

All disputes and claims arising out of or relating to the Contract must be resolved by binding arbitration. This agreement to arbitrate includes, but is not limited to, all disputes and claims between Company and the Homeowner, Company and the Seller, and claims that arose prior to purchase of the Contract. This agreement to arbitrate applies to Company, Homeowner and Seller, and their respective parent and subsidiary companies, affiliates, agents, employees, predecessors and successors in interest, assigns, heirs, spouses, and children. **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 and remains in that court.**

Any arbitration must take place on an individual basis, and Company, the Homeowner and the Seller agree that they are waiving any right to a jury trial and to bring or participate in a class, representative, or private attorney general action, and further agree that the arbitrator lacks the power to consider claims for injunctive or declaratory relief, or to grant relief affecting anyone other than the individual claimant. If a court decides that any of the provisions of this paragraph are invalid or unenforceable as to a particular claim or request for a particular remedy (such as a request for public injunctive relief), then that claim or request for that remedy must be brought in court and all other claims and requests for remedies must be arbitrated in accordance with this Contract.

The arbitration is governed by the Consumer Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Contract, and will be administered by the AAA. Company will pay all AAA filing, administration and arbitrator fees for any arbitration it initiates and for any arbitration initiated by another party for which the value of the claims is \$75,000 or less, unless an arbitrator determines that the claims have been brought in bad faith or for an improper purpose, in which case the payment of AAA fees will be governed by the AAA Rules.

The arbitration will take place in the same county in which the property covered by the Contract is located. The Federal Arbitration Act will govern the interpretation, applicability and enforcement of this arbitration agreement. This arbitration clause will survive the termination of this Contract.

AGREEMENT

You and Company are parties to the Contract (Parties). This Contract constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings of the Parties. No modifications to this Contract are effective unless in writing and signed by both Parties.

NMOK 11/24 Ver. RE25NMOK

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

Limits may increase if optional upgrades such as First Class Upgrade, Appliance Plus, Plumbing Plus, and Codes, Mods, and More are purchased.

Warranty Coverage Dollar Limitations

DIAGNOSIS, ACCESS, REPAIR AND/OR REPLACEMENT LIMITS	
Steam, Heated Water or Glycol Heating.....	\$1,500
Per Appliance	\$3,500
Additional Refrigeration (up to 4 units)	\$1,000
Salt Water Pool/Spa Equipment.....	\$1,500
Seller's Heating, Central Air Conditioning and Ductwork	\$1,500
Well Pump.....	\$1,500
Limited Roof Leak	\$1,000
Ductwork	\$1,000
Concrete Encased Items	\$500
Seller's Heat Exchanger	\$500
Septic System	\$500
Sewage Ejector Pump	\$500
Ornamental Fountain	\$500
Water Softener/Reverse Osmosis Filtration System	\$500
Outdoor Kitchen	\$1,000
All coverage limits are in the aggregate unless otherwise specified.	

Plans and Options

**\$95 Service
Call Fee**

		Basic Plan	Basic Plan	Eagle Premier	The Max Plan
Property Type		Seller	Buyer	Buyer	Buyer
Single-Family Home <5,000 sf		✓	☐ \$510	☐ \$675	☐ \$815
Condo/Townhouse/Mobile Home		✓	☐ \$450	☐ \$595	☐ \$715
Coverage		Seller	Buyer	Buyer	Buyer
SYSTEMS	Heating, Air Conditioning, and Ductwork	☐ \$70	✓	✓	✓
	Electrical Systems	✓	✓	✓	✓
	Garage Door Openers	✓	✓	✓	✓
	Attic, Ceiling, and Exhaust Fans	✓	✓	✓	✓
	Central Vacuum System	✓	✓	✓	✓
PLUMBING	Plumbing System	✓	✓	✓	✓
	Plumbing Stoppages	✓	✓	✓	✓
	Toilet Tanks and Bowls	✓	✓	✓	✓
	Water Heater	✓	✓	✓	✓
	Circulating Pump	✓	✓	✓	✓
	Sump Pump	✓	✓	✓	✓
	Pressure Regulators	✓	✓	✓	✓
	Garbage Disposal	✓	✓	✓	✓
	Instant Hot Water Dispenser	✓	✓	✓	✓
	Built-In Microwave	✓	✓	✓	✓
APPLIANCES	Dishwasher	✓	✓	✓	✓
	Oven/Range/Cooktop	✓	✓	✓	✓
	Trash Compactor	✓	✓	✓	✓
	Re-Key Service	N/A	✓	✓	✓
UPGRADES	First Class Upgrade (Included for seller with buyer purchase)	☐ \$100		✓	✓
	Codes, Mods, and More (First Class Upgrade required)	N/A	☐ \$100	☐ \$100	✓
	Plumbing Plus	N/A	☐ \$100	☐ \$100	✓
	Appliance Plus	N/A	☐ \$100	☐ \$100	☐ \$100
	Clothes Washer and Dryer	N/A	☐ \$85	✓	✓
	Kitchen Refrigerator	N/A	☐ \$50	✓	✓
	Washer/Dryer/Kitchen Refrigerator	N/A	☐ \$120	✓	✓
	Additional Refrigeration	N/A	☐ \$50	☐ \$50	☐ \$50
	Pre-Season HVAC Tune-up	N/A	☐ \$25	☐ \$25	☐ \$25
	Limited Roof Leak	N/A	☐ \$100	☐ \$100	☐ \$100
OPTIONS	Ornamental Fountain	N/A	☐ \$80	☐ \$80	☐ \$80
	Outdoor Kitchen	N/A	☐ \$100	☐ \$100	☐ \$100
	Pool and/or Spa Equipment	N/A	☐ \$200	☐ \$200	☐ \$200
	Septic System	N/A	☐ \$75	☐ \$75	☐ \$75
	Sewage Ejector Pump	N/A	☐ \$35	☐ \$35	☐ \$35
	Water Softener	N/A	☐ \$75	☐ \$75	☐ \$75
	Well Pump	N/A	☐ \$85	☐ \$85	☐ \$85
	Subterranean Termite Treatment*	N/A	☐ \$50	☐ \$50	☐ \$50
	Pest Control Services	N/A	☐ \$50	☐ \$50	☐ \$50
	Guest House/ADU/Casita <750 sf [†]	☐ \$255		☐ \$340	☐ \$410
	Guest House/ADU/Casita 750+ sf [†]	☐ \$385		☐ \$505	☐ \$610

Additional Plans and Pricing

NEW MEXICO/OKLAHOMA APPLICATION
firstamrealestate.com | phone: 800.444.9030

2-Year Plans

Pricing for 2-year plan options and upgrades are double the 1-year costs. For Guest House/ADU/Casita option pricing, please call 800.444.9030.

	Basic Plan	Eagle Premier	The Max Plan
	2 Year	2 Year	2 Year
Single-Family Home <5,000 sf	☐ \$945	☐ \$1,250	☐ \$1,510
Condo/Townhouse/Mobile Home	☐ \$835	☐ \$1,100	☐ \$1,325

New Construction

Buyer's coverage only. To order coverage or get quote for option pricing, please call 800.444.9030. Covers years 2-5.

	Basic Plan
	Years 2-5
Single-Family Home/Condo/Townhouse/Mobile Home <5,000 sf	☐ \$765
Single-Family Home/Condo/Townhouse/Mobile Home 5,000+ sf	☐ \$1,150
Guest House/ADU/Casita <750 sf†	☐ \$385
Guest House/ADU/Casita 750+ sf†	☐ \$575

Larger Single-Family Homes

To order coverage or get quote for option pricing, visit firstamrealestate.com or call 800.444.9030.

	Basic Plan	Basic Plan
	1 Year	2 Years
Single-Family Home 5,000-5,999 sf	☐ \$1,020	☐ \$1,885
Single-Family Home 6,000+ sf (under 10 years old)	☐ \$1,020	☐ \$1,885
Single-Family Home 6,000+ sf (10+ years old)	☐ \$1,120	☐ \$2,070

Multiple Units

Buyer's coverage only. To order coverage or get quote for option pricing, visit firstamrealestate.com or call 800.444.9030. Not available for New Construction.

	Basic Plan	Basic Plan
	1 Year	2 Years
Duplex	☐ \$715	☐ \$1,430
Triplex	☐ \$1,070	☐ \$2,140
Fourplex	☐ \$1,430	☐ \$2,860
Fiveplex	☐ \$1,785	☐ \$3,570
Sixplex	☐ \$2,140	☐ \$4,280
Sevenplex	☐ \$2,500	☐ \$5,000
Eightplex	☐ \$2,855	☐ \$5,710

Totals

Plan \$ _____
 + Optional Coverage \$ _____
 = Total \$ _____

Sales tax included (where applicable)

Send your order via email
<https://qrco.de/nmok-order>



Please review the sample contract for specific coverage, terms, and limitations.

*One-time Service Call fee per plan for termite treatment is \$200.

†Available with purchase of plan for a single-family home. Option includes basic plan items for buyers and sellers. Additional options available for buyers.



Address to Be Covered

Street Address _____ Unit # _____ City _____ State _____ ZIP _____

Buyer Information

BUYER'S Name _____

Phone _____ Email _____

Seller Information

SELLER'S Name _____

Phone _____ Email _____

Real Estate Company

REAL ESTATE COMPANY _____

Office Phone _____

Referring Agent _____

Representing ☐ Buyer ☐ Seller Email _____

OTHER BROKER NAME (if applicable) _____

Office Phone _____

Agent _____

Representing ☐ Buyer ☐ Seller Email _____

Closing Company

CLOSING COMPANY _____

Closing Officer's Name _____

Office Phone _____ Email _____

Estimated Close Date _____

File # _____

Acceptance or Waiver

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

Signature _____ Date _____

The real estate agent offering this program does so as a service to protect their client's best interest. They receive no direct commission or compensation from First American Home Warranty. Agents: Please give your client a sample contract. Contract will be sent to the buyer upon receipt of payment by First American. Confirmation # _____