

Texas 13 Months of Coverage

Issued, administered and underwritten by:
Fidelity National Home Warranty



**FIDELITY
NATIONAL
HOME WARRANTY**

homewarranty.com | 1-800-TO-COVER

A FIDELITY NATIONAL FINANCIAL, I NC. COMPANY

Exclusive CRE Advantage Plan Option

Structural Warranty Endorsement Option for Buyer (For Single Family Detached Homes Only)

Upon receipt of the completed home inspection, and payment of the additional fee for this endorsement option, FNHW will repair or replace covered structural system components listed as functional on the inspection provided:

a) there is an actual or anticipated failure of a covered component; b) the failure will vitally affect the use of the home for residential purposes; and c) the covered component was in place, functional, and permanently installed within the perimeter of the home on the effective date of this contract. Maximum coverage per contract is \$10,000; Service Trade Call Fee for a structural problem is \$100 (this is higher than the regular FNHW Service Trade Call Fee).

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

Not Covered: Failure due to earthquake, weather, flood, land subsidence, slope failure, acts of God, fire, vandalism, pest damage, riot, civil disobedience, accident, improper construction, substandard building materials, design flaw, modifications that weaken a structural component or that compromise the structural integrity of the dwelling, or the failure of any component or system not listed as a covered item or defects discovered prior to the effective date of this endorsement. Upgrades required by code, cosmetic defects, and consequential loss or damage are not covered.

Note: This option is non-renewable and is not available for condominium, townhouse, mobile home, multi-unit properties, new construction or Direct to Consumer contracts.

Bundled Coverage Plans

Best Value
Most Coverage

Enhanced Plan - \$605

(Condominium/Townhouse/Mobile Home - \$535)

Buyer's Coverage includes:

- Comprehensive Plus Plan
- Clothes Washer/Dryer/Kitchen Refrigerator Option

Comprehensive Plus Plan - \$525

(Condominium/Townhouse/Mobile Home - \$490)

Includes: Buyer's Standard Coverage - \$425 value

The following items that are NOT covered in the Buyer's Standard Coverage ARE added as covered for the buyer when the Comprehensive Plus Plan is purchased.

Mismatched Systems: FNHW will repair or replace a system or component that has failed due to a mismatch in capacity or efficiency provided the system is not undersized relative to the square footage of area being cooled or heated. If the mismatched system violates a code requirement, **the \$250.00 Code Violation aggregate applies as stated.**

Improper Installations, Repairs or Modifications: FNHW will repair or replace a system or appliance that has failed due to improper installation, repair or modification. If the improper installation, repair or modification violates a code requirement, **the \$250.00 Code Violation aggregate applies as stated.**

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

Permits: FNHW will pay the cost of obtaining permits for FNHW-approved repairs and replacements **up to \$250.00 per occurrence.**

Code Violations: FNHW will pay to correct code violations and/or code upgrades if necessary to affect FNHW-approved repair or replacement of a covered system or appliance **up to the combined aggregate of \$250.00 per contract term.**

Plumbing System: Faucets - shower heads - shower arms - interior hose bibs (replaced with chrome builder's standard). Replacement toilets will be of like quality.

Heating System/Air Conditioning/Evaporative Cooler: Registers - filters - grills - heat lamps - window units - condenser housing.

Ceiling Fans: Replacement ceiling fans will be of like quality.

Dishwasher: Racks - rollers - baskets.

Range/Oven/Cooktop: Clocks - rotisseries - racks - handles - knobs - dials - interior lining.

Built-in Microwave Oven: Interior lining - door glass - clocks - handles - shelves.

Trash Compactor: Removable buckets - knobs - lock and key assemblies.

Garage Door Opener: Hinges - springs - cables - remote transmitters - key pads.

Optional Seller's Coverage can only be ordered in conjunction with a Buyer's Plan. The combined contract aggregate limits for the access, diagnosis, repair or replacement of the following items during the Seller's Coverage period apply; heating and/or air conditioning system/evaporative cooler and ductwork = \$1,500.00 maximum; furnace failures due to a cracked heat exchanger or combustion chamber = \$500.00 maximum. All other limits and aggregates apply. See Terms of Coverage #9.

Texas Home Warranty Application

A. Select Plan Coverage

For homes under 5,000 sq. ft. and in a real estate transaction.

Call 1-800-862-6837 for prices on homes over 5,000 sq. ft. and/or multi-unit homes, guest houses or casitas.

For the Buyer	Standard Plan	Comprehensive Plus Plan	Enhanced Plan
Single Family Home	<input type="checkbox"/> \$425	<input type="checkbox"/> \$525	<input type="checkbox"/> \$605
Condo/Townhouse/Mobile Home	<input type="checkbox"/> \$380	<input type="checkbox"/> \$490	<input type="checkbox"/> \$535
Duplex	<input type="checkbox"/> \$670	<input type="checkbox"/> \$750	
Triplex	<input type="checkbox"/> \$975	<input type="checkbox"/> \$1,055	
Fourplex	<input type="checkbox"/> \$1,255	<input type="checkbox"/> \$1,335	
New Construction Coverage (Years 2 through 5)	<input type="checkbox"/> \$655	<input type="checkbox"/> \$735	

For the Buyer & Seller	Standard Plan	Comprehensive Plus Plan
Single Family Home	<input type="checkbox"/> \$515	<input type="checkbox"/> \$585
Condo/Townhouse/Mobile Home	<input type="checkbox"/> \$470	<input type="checkbox"/> \$550

Covers the Buyer's Standard Plan or Buyer's Comprehensive Plus Plan items when ordered at the time the Buyer's coverage is placed; is a maximum of 180 days and is not available on homes over 5,000 sq. ft., multi-units, guest houses, or casitas or any of the Buyer's Coverage Options. See contract and Terms of Coverage for details.

B. Select Buyer's Coverage Options

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

Example: Clothes Washer and Dryer Option on Triplex = 3 x \$90 = \$270.

- \$180 Pool/Spa Equipment
(Includes salt water pool equipment. No additional charge if separate equipment. Not available for five units or more.)
- \$90 Clothes Washer and Dryer*
- \$120 Clothes Washer/Dryer/Kitchen Refrigerator w/Water Dispenser & Ice Maker*
- \$60 Kitchen Refrigerator w/Water Dispenser & Ice Maker*
- \$45 Additional Refrigeration Coverage*
(Only available with purchase of Kitchen Refrigerator Coverage Option. Units with more than one compressor are not covered under this option. Covers up to four of the following units: additional refrigerator, wet bar refrigerator, wine refrigerator, freestanding freezer and freestanding ice maker. See coverage for limits.)
- \$85 Well Pump*
- \$75 Septic Tank System/Septic Tank Pumping
- \$35 Sewage Ejector Pump
- \$200 Structural Endorsement
(Available for single family detached homes only and requires a completed Home Inspection) Service Trade Call Fee for this option is \$100

*Includes applicable sales tax.

C. Total Plan Cost (A + B) Low \$75 Service Trade Call Fee

\$

- Acceptance of Coverage and Authorization of Payment:** Applicant has read the terms and conditions contained herein and accepts the coverage and authorizes escrow holder 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

Contract fee is due at close of escrow.

Property Information

Confirmation No. _____

ADDRESS OF PROPERTY TO BE COVERED

CITY

STATE

ZIP

Buyer/Seller Information

BUYER'S NAME

BUYER'S PHONE

BUYER'S EMAIL

SELLER'S NAME

SELLER'S PHONE

Initiating Real Estate Company

AGENT REPRESENTS: BUYER

SELLER

BOTH

ORDERED BY: AGENT

COORDINATOR

AGENT'S NAME

COORDINATOR'S NAME

COMPANY NAME

PHONE

COMPANY ADDRESS

CITY

STATE

ZIP

FAX

EMAIL

Cooperating Real Estate Company

AGENT'S NAME

COMPANY NAME

PHONE

EMAIL

Title/Escrow Company

COMPANY NAME

COMPANY STREET ADDRESS

CITY

STATE

ZIP

PHONE

FAX

ESCROW OFFICER'S NAME

ESCROW NUMBER

EST. CLOSE DATE

4 Ways to Apply for Coverage!

Online: www.homewarranty.com

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

Fax: 1-800-308-1460

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

Buyer's Standard Coverage

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

Plumbing System

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

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

Limits: The access, diagnosis and repair of concrete-encased or inaccessible plumbing lines is **limited to \$1,000.00 aggregate per contract term**. FNHW will provide access through unobstructed walls, ceilings, floors, concrete slabs and the like, and will return all openings made for access to a rough finish only, subject to the \$1,000.00 limit indicated. FNHW is not responsible for trim, texture, paint, wallpaper, tile, carpet, or the like.

Plumbing Stoppages

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

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

Water Heater (Gas or electric)

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

Not Covered: Solar units and/or components - holding tanks - flues and vents.

Limits: The access, diagnosis, repair and replacement of any water heater/heating combination unit, hot water heating system or steam circulating heating system(s) is **limited to \$1,500.00 aggregate per system or unit per contract term**.

Heating / Air Conditioning / Evaporative Cooler / Ductwork

The heating/air conditioning/evaporative cooler system must be designed for residential application and cannot exceed a 5-ton capacity. FNHW will pay for costs associated with the use of cranes or other lifting equipment to service roof-top heating or air conditioning/evaporative cooler units. Covered heating system must be main source of heat to the home.

Covered: All parts and components that affect the operation of the following heating and air cooling systems: forced air (gas, electric, oil) - built-in floor and wall heaters - hot water or steam circulating heating systems - geothermal or water source heat pumps - heat pumps - package units - mini-splits - electric baseboard - room heaters - ducted central electric split and package units - evaporative coolers - wall air conditioners. If FNHW determines that the replacement of a heat pump - split system type of heating/condensing unit is required, FNHW will replace with a unit that meets federally mandated SEER and HSPF* requirements, including the replacement of any covered components that are necessary to maintain compatibility with the replacement unit; such as the air handler - evaporative coil - transition - plenum - indoor electrical - duct connection - accessible refrigerant and condensate drain lines - thermostatic expansion valve - accessible and inaccessible ducts from heating and/or cooling unit to connection at register or grill - refrigerant recovery.

Not Covered: Solar heating systems - glycol systems (unless used in geothermal heat pump systems) - portable and free-standing units - humidifiers, dehumidifiers and electronic air cleaners - fuel and water storage tanks - registers and grills - filters - heat lamps - fireplaces - wood, pellet or gas stoves (even if only source of heating) - chimneys - flues - vents - fireplace inserts and key valves - cable heat - clocks - timers - outside or underground piping and components for geothermal and/or water source heat pumps - well pump and well pump components for geothermal and/or water source heat pumps - inaccessible refrigerant and condensate drain lines - general maintenance and cleaning - improper use of metering devices - systems with improperly matched condensing unit and evaporative coil per manufacturer's specifications unless otherwise noted in this contract - window units - condenser housing - gas or propane air conditioners - water towers - chillers - dampers - insulation - zone control and related components of forced air systems - improperly sized ductwork - collapsed or crushed ductwork - ductwork where asbestos is present - ductwork damaged by moisture - costs for inspections, diagnostic testing, verification and permits as required by any federal, state, local law, regulation or ordinance.

Limits: The access, diagnosis, repair or replacement of any hot water, radiant heat, steam circulating, air transfer, diesel or hydraulic heating system(s) is **limited to \$1,500.00 aggregate per contract term**. The access, diagnosis, repair or replacement of the ductwork is **limited to \$1,000.00 aggregate per contract term**. The access, diagnosis, repair or replacement of geothermal heat pump system is **limited to \$5,000.00 aggregate per contract term**.

Optional Seller's Coverage: When selected, the access, diagnosis, repair or replacement of the heating and/or air conditioning system/evaporative cooler and ductwork is **limited to a combined aggregate of \$1,500.00 maximum** during the Seller's Coverage period. If the failure of a furnace is due to a cracked heat exchanger or combustion chamber, the access, diagnosis, repair or replacement of the furnace is **limited to \$500.00 maximum during the Seller's Coverage period**.

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

Buyer's Standard Coverage (Cont'd)

Electrical System / Doorbell / Smoke Detectors

Covered: All parts and components that affect operation.

Not Covered: Fixtures - alarms/intercoms and circuits - inadequate wiring capacity - power failure or surge - low voltage wiring - direct current (D.C.) wiring or components - lights.

Telephone Wiring

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

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

Central Vacuum System

Covered: All parts and components that affect operation.

Not Covered: Removable hoses - accessories - clogged pipes.

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

Garage Door Opener

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

Not Covered: Garage doors - hinges - springs - cables - rollers - guides - remote transmitters - key pads.

Ceiling / Exhaust / Attic Fans (Built-in)

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

Not Covered: Light kits and remote transmitters.

Kitchen Appliances

Covered: All parts and components that affect the operation of:

- Dishwasher
- Trash Compactor
- Range/Oven/Cooktop
- Kitchen Exhaust Fan
- Built-in Microwave

Note: Garbage Disposal and Instant Hot Water Dispenser are covered under Plumbing System.

Not Covered: Racks - rollers - baskets - handles - dials - knobs - shelves - clocks (unless it affects the operation of the range/oven/cooktop) - meat probe assemblies - light kits - indoor barbecue - rotisseries - interior lining - microwave door glass - portable or countertop units - removable accessories including buckets - lock and key assemblies.

Limits: Sensi-heat burners replaced with standard burners.

Subterranean Termite Treatment

(Coverage is only for single family homes under 5,000 square feet)

Covered: Treatment only for subterranean termite infestation within the main foundation of the home, including the attached garage. A licensed pest control company will provide partial treatment method, as defined by the Texas Structural Pest Control Board Regulations to the perimeter of the main foundation and any areas of live termite infestation inside the home. If a termite inspection is requested, a \$75.00 fee (or less, plus applicable tax) is due at time of inspection. If termite infestation is found, the termite inspection fee will be waived upon payment of the one time \$200.00 service trade call fee plus applicable sales tax to the independent service contractor.

Not Covered: Infestation in decks or fencing or any infestation outside the confines of the main foundation of the home or attached garage. Repair of damage caused by subterranean termites. This contract only covers the treatment methods defined as spot and/or partial under the Texas Structural Pest Control Board Regulations, and does not cover any other form of termite or pest control coverage method. The structural pest control contractor reserves the right not to provide treatment in instances where there exists customer chemical sensitivity, environmental hazard, and/or access is prevented due to structural design. Other forms and methods of treatment (including treatment of the entire house) may be available from a licensed pest control company at additional cost.

Note: The contract holder (either seller or buyer) will pay a one time \$200.00 Service Trade Call Fee plus applicable sales tax to the independent service contractor for subterranean termite treatment. Repeat visits will be provided for up to 12 months from the original date of partial treatment at no additional charge. Not applicable to condominiums, townhouses, mobile homes, multi-units, guest houses or casitas.

Submit your service requests online at homewarranty.com or call 1-800-308-1420
Requests received 24 hours a day—
7 days a week

Buyer's Coverage Options

Optional coverage may be purchased up to 30 days after the close of escrow provided systems and appliances are in good working order. Coverage shall commence upon receipt of fees and will expire one year after the close of escrow. Buyer's Coverage Options are subject to the same Terms of Coverage and Limits of Liability of this contract.

Pool/Spa Equipment Option

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

Not Covered: Lights - liners - solar related equipment - underground water, gas and electrical lines - skimmers - chlorinator - ozinator - ornamental fountains - waterfalls and their pumping systems - structural and cosmetic defects - cost of access to make repairs or replacements - inaccessible portion of the spa jets - pop-up heads - turbo or motorized valves - electronic/computerized controls and control panels - pool sweeps and related cleaning equipment - salt.

Limits: The access, diagnosis, repair or replacement of the salt water control unit, salt cell, and flow sensor for the salt water chlorinator is **limited to \$1,500.00 aggregate per contract term.**

Clothes Washer and Dryer Option

Covered: All parts and components that affect the operation.

Not Covered: Knobs - dials - touch pads - plastic mini tubs - lint screens - venting - dispensers - damage to clothing.

Kitchen Refrigerator Option

(Includes dual compressor units; must be located in the Kitchen.)

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

Covered: All parts and components that affect the operation of one Kitchen Refrigerator. Icemaker/water dispenser, provided parts are available. In cases where parts are not available, FNHW's obligation is limited to cash in lieu of repair based on the cost of the replacement parts.

Not Covered: Any removable component which does not affect the primary function - shelves - handles - ice crushers - filters - internal thermal shells - insulation - food spoilage - multimedia centers - wine chillers - wine vaults.

Limits: The access, diagnosis, repair or replacement of the unit is **limited to \$5,000.00 aggregate per contract term.**

Additional Refrigeration Coverage Option

(Only available with purchase of Kitchen Refrigerator Option. Units with more than one compressor are not covered under this option.)

Covered: All parts and components for a combined total of four of the following units: additional refrigerator, wet bar refrigerator, wine refrigerator, freestanding freezer and freestanding ice maker. Additional Refrigeration Coverage includes coverage for icemaker/water dispenser, provided parts are available. In cases where parts are not available, FNHW's obligation is limited to cash in lieu of repair based on the cost of the replacement parts.

Not Covered: Any removable component which does not affect the primary function - shelves - handles - ice crushers - filters - internal thermal shells - insulation - food spoilage - multimedia centers - wine chillers - wine vaults.

Limits: The access, diagnosis, repair or replacement of the units is **limited to a \$1,000.00 combined aggregate per contract term.**

Well Pump Option

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

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

Limits: The access, diagnosis, repair or replacement of the well pump is **limited to \$1,500.00 aggregate per contract term.**

Septic Tank System/Septic Tank Pumping Option

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

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

Limits: The access, diagnosis, repair or replacement of the aerobic pump, effluent pump, septic tank and line from house to tank is **limited to \$500.00 aggregate per contract term.**

Sewage Ejector Pump Option

Covered: All parts and components that affect the operation of one sewage ejector pump.

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

Limits: The diagnosis, repair or replacement of the sewage ejector pump is **limited to \$500.00 aggregate per contract term.**

Limits of Liability

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.
2. FNHW reserves the right to obtain a second opinion at its own expense. The contract holder may order their own second opinion, but shall be responsible for the cost of said opinion.
3. FNHW will determine whether a covered item will be repaired or replaced. Except as otherwise noted in this contract, replacements will be of similar features, capacity and efficiency as the item being replaced. FNHW is not responsible for matching dimensions, brand or color with the exception of appliances with stainless steel or a similar material finish which will be replaced by FNHW with the same finish, limited to applicable contract aggregates. When parts are necessary for completion of service, FNHW will not be responsible for delays that may occur in obtaining those parts. FNHW reserves the right to repair systems and appliances with non-original manufacturer's parts, including rebuilt or refurbished parts. Repairs or replacements that are subject to a manufacturer's warranty are excluded from this contract. Unless otherwise noted in the contract, FNHW is not responsible nor liable for the disposal cost(s) of appliances, systems, equipment or components of equipment including refrigerant, contaminants, or other hazardous or toxic materials.
4. When federal, state or local regulations, building or similar code criteria require improvements or additional costs to service a covered system or appliance, including permits, the costs to meet the proper code criteria shall be the sole responsibility of the contract holder, except where otherwise noted in this contract. FNHW will be responsible for repairs or replacement of covered systems or appliances after the proper code criteria are met, except where otherwise noted in this contract. When upgrading covered systems, parts or components to maintain compatibility with equipment manufactured to be compliant with federally mandated energy efficiency requirements, FNHW is not responsible nor liable for the cost of construction, carpentry, or other structural modifications made necessary by installing different equipment. FNHW is not responsible to perform service involving hazardous or toxic materials or conditions of asbestos.
5. FNHW is not responsible for repairs or replacements due to misuse or abuse, disassembled or missing parts nor for failures or damage due to: fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, riots, war, vandalism, animals or pests, power failure, surge or overload, soil movement, structural changes, design deficiency, manufacturer's recall, inadequate capacity, land subsidence, slope failure or cosmetic defects. Except where otherwise noted in this contract, failures due to improper previous repair or installation of appliances, systems or components is not covered. FNHW will not perform routine maintenance or cleaning. The contract holder is responsible for providing routine maintenance and cleaning of covered items as specified by the manufacturer to ensure continued coverage of such items. For example, heating and air conditioning systems require periodic cleaning and/or replacement of filters and water heaters require periodic flushing.
6. FNHW is not responsible for consequential or secondary damages resulting from the failure of a covered system or appliance or the failure to provide timely service due to conditions beyond FNHW's control, including but not limited to delays in securing parts, equipment, or labor difficulties. FNHW is not responsible for food spoilage, loss of income, utility bills, living expenses, personal or property damage.
7. FNHW is not responsible for providing access to repair or replace a covered system or appliance unless otherwise noted in this contract. When access is provided under this contract, restoration to walls, closets, floors, ceilings, or the like, will be to a rough finish only. FNHW is not responsible for the cost of modifications necessary to repair or replace a covered system or appliance, including but not limited to pipe runs, flues, ductwork, structures, electrical, or other modifications. FNHW does not cover systems, appliances or equipment designed for commercial use.
8. FNHW is not responsible for electronic/computerized, or remote energy management systems including, but not limited to zone controlled systems, lighting, energy, security, pool/spa, entertainment/media/audio, or appliances. Solar systems and components are not covered.
9. Common systems and appliances are not covered except in the case of a duplex, triplex, or fourplex dwelling, and unless every unit is covered by FNHW. If this contract is for a dwelling of 5 units or more, only the items contained within each individual unit are covered. Common systems and appliances are excluded.
10. The service contract can be returned to FNHW not later than: (1) the 20th day after the date the contract is mailed to the contract holder; or (2) the 10th day after the date of delivery, if the contract is delivered to the contract holder at the time of sale. If the contract is returned in accordance with this paragraph and a claim has not been made under the contract before the contract is returned, the contract is void. FNHW shall refund to the contract holder or credit to the account of the contract holder the full purchase price. This contract is noncancellable by FNHW, except: (1) for non-payment of contract fees; (2) fraud or misrepresentation of facts material to the issuance of this contract; (3) when the contract is for Seller's Coverage and close of sale (escrow) does not occur, if applicable or; (4) upon mutual agreement of FNHW and the contract holder. If this contract is canceled, the provider of funds shall be entitled to a prorated refund of the paid contract fee for the unexpired term, less an administrative fee and any service costs incurred by FNHW. A 10% monthly penalty shall be added to refunds not paid or credited within 45 days after the return of this contract to FNHW.
11. FNHW reserves the right to provide cash in lieu of repair or replacement of a covered system or appliance in the amount of FNHW's actual cost to repair or replace such a system or appliance, less any service costs incurred by FNHW. The amount provided as cash in lieu is generally less than retail. FNHW is not responsible for work performed once contract holder accepts cash in lieu of service.
12. If the covered property changes ownership prior to the expiration of the contract, the contract holder may call 1-800-862-6837 to transfer coverage to the new owner for the remainder of the current contract term. This contract may be renewed at the sole discretion of FNHW, subject to applicable rates and terms.
13. Coverage on lease options is available for the lessor only. Contract fee is due and payable to FNHW upon execution of the lease and continues for one full year.

Limits of Liability (Cont'd)

14. FNHW is not responsible under any circumstances for the diagnosis, repair, removal, or remediation of mold, mildew, rot, or fungus or damages resulting from the same, even when caused by, or related to the malfunction, repair, or replacement of a covered system or appliance.

15. Obligations of Fidelity National Home Warranty under this service contract are backed by the full faith and credit of FNHW.

Texas Residents: This contract is issued pursuant to a license granted by the Texas Real Estate Commission, and complaints in connection with this contract may be directed to the Commission at P.O. Box 12188, Austin, Texas, 78711 (512) 936-3049. The purchase of a residential service contract is optional and similar coverage may be purchased through other residential service companies or insurance companies authorized to transact business in Texas. **NOTICE: YOU, THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.**

SIGNATURE

DATE

Terms of Coverage

1. If a covered item fails during the contract term, the contract holder must place a service request at www.homewarranty.com or by calling 1-800-308-1420. Should the contract holder contract directly with others or do the work themselves, Fidelity National Home Warranty (FNHW) will not reimburse that cost. Upon receipt of a service request, FNHW will contact an independent service contractor (contractor) within 3 hours during normal business hours and 48 hours on weekends and holidays. Our assigned contractor will then call the contract holder directly to schedule a mutually convenient appointment during normal business hours. FNHW will determine what service requests constitute an emergency and will make reasonable efforts to expedite emergency service. The contract holder is responsible for any additional fees, including overtime, for non-emergency services requested outside normal business hours. Please call 1-800-308-1420 with any concerns regarding the contractor providing service or problems scheduling appointments.

2. Should FNHW grant the contract holder permission to contact a contractor directly to perform a covered service, FNHW will reimburse the contract holder only if the contractor is qualified, licensed, insured, and provides fair and reasonable rates on parts and labor. Once the contractor arrives at the property and prior to the contractor performing any repairs for which the contract holder may seek reimbursement, the contract holder must contact FNHW by calling 1-800-208-3151 to confirm that service work is covered under the contract.

3. **Service Trade Call Fee (fee):** The Contract Holder is required to pay a \$75.00 service trade call fee for each trade service request submitted to FNHW. For example, if a contract holder needs both a plumber and an appliance technician, each will require a separate service trade call fee. The fee is due once the contract holder requests service and is due at that time regardless of whether: the requested service is covered or denied; the diagnosis results in a complete or partial exclusion of coverage; the contractor is en route to the home and the contract holder cancels the appointment; contract holder fails to provide the necessary access to perform the service request, including not being home at the time of the prearranged appointment. Failure to pay a fee will result in suspension of coverage until such time as the proper fee is paid. Upon receipt of that payment, coverage will be reinstated for the remainder of the contract term.

4. **Service work** is warranted (without an additional service trade call fee) for 30 days on labor and 90 days on parts. The 30/90-day warranty only applies to malfunctions that are reported to FNHW during the term of this contract. In addition, pest control service work is warranted for 30 days from the original date of service.

5. **Buyer's Coverage:** starts at the dose of escrow and continues for thirteen months provided the contract fee is paid at the dose of escrow. When the contract fee has not been received by FNHW, request for service will be dispatched once contract payment can be verified by the closing agency or another source of contract payment is made (i.e., credit card). You must call for service prior to the expiration of this contract.

6. **New Construction Coverage:** Plan coverage and any optional coverage begins on the first anniversary of the dose of escrow and continues for 4 years from that date, provided the plan fee is received by FNHW within 10 working days from the dose of escrow. All systems and appliances to be covered must be in good working condition at the time coverage begins on the first anniversary after the dose of escrow. Anytime during the first year of coverage, the contract holder may call FNHW for assistance in the event of a problem with the systems or appliances generally described in this plan. FNHW will assist the contract holder in contacting the manufacturer or contact the manufacturer on the contract holder's behalf to determine the remedies available to the contract holder under the manufacturer's warranty for the system or appliance associated with the contract holder's request.

7. This contract covers single-family dwellings under 5,000 square feet and does not cover multi-units, unless amended by FNHW prior to the start of coverage. Guest houses, casitas or similar structures require a separate contract. Covered dwellings cannot be used for commercial purposes, for example, as day care centers, nursing care homes, fraternity/sorority houses, etc.

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

Terms of Coverage (Cont'd)

9. **Optional Seller's Coverage** must be ordered in conjunction with a Buyer's Plan. Seller's Coverage begins upon issuance of a confirmation number by FNHW and continues for 180 days, close of escrow or termination of listing, whichever comes first. Seller's Coverage may be extended at FNHW's sole discretion. Seller's Coverage is not available on homes in excess of 5,000 square feet, for sale by owner properties, New Construction Coverage, multi-units, guest houses, casitas or any of the Buyer's Coverage Options. The combined contract aggregate limits for the access, diagnosis, repair and replacement of the following items during the Seller's Coverage period apply; heating and/or air conditioning system/ evaporative cooler and ductwork = \$1,500.00 maximum; furnace failures due to a cracked heat exchanger or combustion chamber = \$500.00 maximum. All other limits and aggregates apply.

Note: The clothes washer/dryer/kitchen refrigerator are not covered under Seller's Coverage.

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

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

Resolution of Disputes

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

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

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

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

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

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

Member of the NATIONAL HOME SERVICE CONTRACT ASSOCIATION
NHSCA Co-Code: 12H244

