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

CLOTHES WASHER AND DRYER

• Clothes washer, dryer, filter, interfaces, sensors.
• All parts and components.
• All electrical and/or remote transmitters.

SMOKE DETECTORS

• All parts and components of both battery operated and hard wired smoke detectors.

PLUMBING

• Circulating hot water pump.
• Hose bibs and faucets.
• Toilet tank and its contents.
• Tank toilets, bowls and mechanisms.
• Valves, shower, tub, diverter, riser, angle stop and gate valves.
• Pipes (introduction of the basic Plan Coverage term).
• Hoses (including water heater and water pump).
• Permanently installed sump pumps within perimeter of main foundation.
• Main water shut off valve.
• Garbage Disposal: All parts and components.
• Instant Hot Water Dispenser: All parts and components.
• Oven/Range/Countertop: All parts and components, except:
• Not Covered: Door, glaze, lights, meat probe assemblies and magnetic induction units.
• Microwave Oven (built-in only): All parts and components, except:
• Not Covered: Rotisserie, lights, handles, meat probe assemblies and removable accessories.

KITCHEN REFRIGERATOR

• Refrigeration system: Compressors, condensers, evaporators, and all associated piping.
• Door and door gaskets.
• Door glass, lights, meat probe assemblies and magnetic induction units.
• Trash Compactor: All parts and components, except:
• Not Covered: Lock/key assemblies.

BASEMENT/ATTIC/EXHAUST FANS

• All parts and components.
• Ceiling exhaust fans.

PREMIER PLAN COVERAGE

The following items are covered in addition to the Basic Plan Coverage.

NOTE: The contract holder may purchase Premier Plan Coverage up to 30 days after the effective date of coverage, unless you notify the Company in writing 30 days prior to the expiration of the contract. Your first payment for the next contract will be construed as authorization for another 12-month contract.

TIMING OF COVERAGE

Coverage starts on the date indicated on the face of this contract and continues for 12 months from the date of receipt of payments are received by payment due dates. Contract shall be cancelable by Company for any reason upon receipt of written notice of cancellation not less than 30 days prior to the expiration of the contract, without the payment of any penalty. Offer for further coverage is at the sole option of the Company where permitted by state law. If the Company elects to renew your contract, the Company will notify you of your rights and the act of renewal shall be deemed to be effective until payment is received by the Company and will automatically be renewed for another one year term. The Company will notify you of the renewal and of the rights under the DTC, and you will have the right to cancel this contract within 30 days of the notice of renewal by giving written notice to the Company. You may cancel this contract at any time by giving written notice to the Company.

BASIC PLAN COVERAGE

The following items are covered by this contract. We show examples of items covered under the Plan Coverage of the contract. It is also important to review Limits of Liability.

FIRST AMERICAN HOME WARRANTY PLAN

Coverage is for any one of the following types of kitchen refrigerator/freezer units and is limited under this contract to a maximum of $2,500 per unit. Each item is part of a built-in combination of an All Refrigerator unit and an All Freezer unit, or a single-standing kitchen refrigerator/freezer unit.

PLUMBING

• Circulating hot water pump.
• Hose bibs and faucets.
• Toilet tank and its contents.
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BASEMENT/ATTIC/EXHAUST FANS

• All parts and components.
• Ceiling exhaust fans.
1. Common areas and facilities of mobile home parks and condominiums are not covered if dwelling is 5 units or more. Common systems and appliances not located within the confines of each individual unit are excluded.

2. Repairs or replacements required as a result of missing parts, fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, mud, war, riots, vandalism, acts of God, damage from pests, lack of capacity or misuse are not covered by this contract.

3. Company’s liability is limited to failure of systems or appliances due to normal wear and tear. Cosmetic defects are not covered.

4. Company is not liable or responsible for consequential, incidental and/or secondary damage or loss resulting from the malfunction of any covered item, a Service Contractor’s delay or neglect in providing, or failing to provide, repair or replacement of a covered item, including, but not limited to, personal and/or property damage, food spoilage, additional living expenses, utility bills or loss of income.

5. Solar systems and components including holding tanks are not covered.

6. The Company will pay up to $250 in the aggregate under this contract to correct code violations when effecting approved repairs or replacements. The Company may, at its option, pay the contract holder in lieu of performing the work. The Company will not be responsible for any other corrections, repairs, replacements, upgrades, inspections or other additional costs to comply with federal, state or local laws, utility regulations, zoning or building codes. The Company will not be responsible to pay any costs relating to construction, carpentry or relocation of equipment. The Company will not be responsible for altering existing equipment or installing different equipment except where noted in this contract. The Customer will not be responsible for alterations or modifications made necessary by existing equipment or installing different equipment except where noted in the Central Air Conditioning section of this contract. The Company will not be responsible to pay for any cost to effect repair or replacement, or to replace, any component or part thereof th at has, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer, and for which a claim has been made or is subsequently made or is subsequently determined to be defective by the Consumer Product Safety Commission or the manufacturer, and for which a claim has been made or is subsequently determined to be defective by the Consumer Product Safety Commission or the manufacturer.

7. The Company will not effect service involving hazardous or toxic materials, including asbestos or any other contaminants. The Company is not responsible for any claim arising out of any pathogenic organisms regardless of any event or cause that contributed in any sequence to damage or injury. Pathogenic organisms mean any bacteria, yeasts, mildew, virus, fungi, mold, or any other organism that may damage, destroy or cause illness or death. The Company reserves the right to have a component or part rebuilt or to replace with a rebuilt component or part.

8. The Company reserves the right to require a second opinion at no additional cost to the Customer. If the second opinion concurs with the first opinion, the Company will pay the service call fee. If the second opinion disputes the need for service, the Customer will be responsible for the full service call fee.

9. The Company is not responsible for repairs arising from manufacturer’s recall of covered items, manufacturer’s defects or for items covered under an existing manufacturer’s, distributor’s or in-home warranty. The covered items must be domestic or commercial grade and specified by the manufacturer for residential use.

10. The Company is not responsible for repair or replacement of any system or appliance or component or part thereof that has previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer, and for which a claim has been made or is subsequently made or is subsequently determined to be defective by the Consumer Product Safety Commission or the manufacturer.

11. The customer pays the $60 service call fee for each separate trade call. Trade call means each visit by an approved contractor, unless multiple visits are required to remedy the same problem. The Company will pay for multiple visits for 30 days. If the item fails outside this time period, an additional service fee will be charged. Failure to pay the service call fee may delay processing of future claims.

12. This contract provides for a 30-day review period for the first one-year term of coverage and may be cancelled up to the 30th day from the effective date in the first one-year term for a full refund provided no claims have been made. If a claim has been made, or if the contract is cancelled at any other time by mutual consent of the contract holder and First American Home Buyers Protection, the provider of funds may not be entitled to a pro rata refund of the paid contract fee for the unexpired term, less a $45 administrative fee and all service costs incurred by the Company.