# HOME WARRANTY PLAN

**TENNESSEE** 



CRES Preferred Coverage

# UNCOMPROMISING PROTECTION for the place you call HOME

**OUR PROMISE TO CRES PREFERRED CUSTOMERS -**

Never pay a trade call fee unless we render service!

No dollar limit for refrigerant replacement

**Rekey Service included** for Home Buyer

**Essential Plan from only \$475** 













While you're building a lifetime of memories, Old Republic Home Protection keeps your home protected with our comprehensive home warranty plans.

# What is a Home Warranty?

Think of your systems and appliances like the heartbeat of your home, working in the background to support your lifestyle. When they malfunction, you can rest easy knowing that we are there for you with comprehensive repair and replacement coverage.

Safeguard what matters most with a home warranty from Old Republic Home Protection. Every home is unique, which is why we offer plans that can be custom-fit to meet the specific needs of home sellers and buyers.

#### Home seller benefits

- Homes may sell faster and for a higher price
- Attract better offers and increase buyer confidence
- Provide after-sale liability protection

### Home buyer benefits

- Request service 24 hours a day, 365 days a year
- Peace of mind knowing you're protected against unexpected home repair costs
- Our network of service providers takes the guesswork out of choosing a technician

# Home Warranty Advantages



### **Protect your budget**

Save money on the repair or replacement of your covered home systems and appliances.



### Reduce stress, save time

Let us find an experienced technician for you, so you can focus on more important things.



### We're always open!

When a covered item fails, request service online or by phone. Anytime. Day or night.

Learn more at orhp.com.

# The Old Republic Difference

# Our Promise

We realize that behind every service request there are real people with busy lives and pressing needs. We're committed to providing effective, efficient solutions so you can celebrate the joy of homeownership!

### We Care.

We handle claims on a case-by-case basis: fast, friendly, efficiently.

### We Listen.

We understand there is a human side to home warranties.

# We're Dependable.

We want to give solutions, not excuses.

# We're Helpful and Sincere.

We take pride in the service we offer.

We Know the difference between "company policy" and "customer service."

# We Set the Premier Example.

We offer comprehensive coverage and quality service at reasonable rates.

Our Goal is to create a positive difference in your life.



# PROUD HERITAGE

# **SOLID REPUTATION**

# **DEPENDABLE SERVICE**























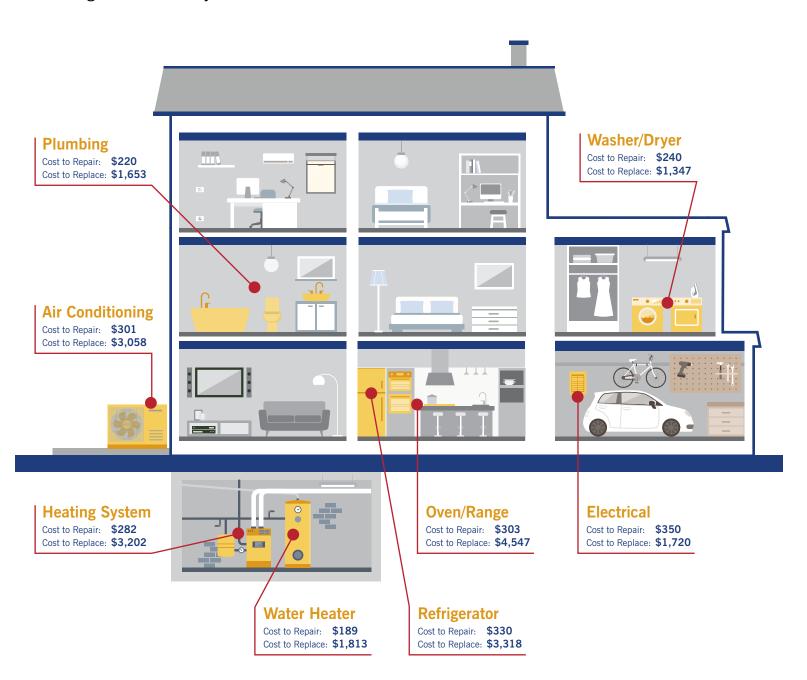




# Typical Home Repair/Replacement Costs

You could pay hundreds—even thousands—of dollars without an Old Republic home warranty.

Reduce your risk of unplanned expenses and increase your peace of mind with the most comprehensive coverage in the industry.



And rest assured, if we can't repair your covered system or appliance, we'll replace it!

\*Some items listed may be Optional Coverage. Costs shown are based on actual invoices paid by ORHP in 2019. Costs may vary in your area. See Plan details for terms and conditions of coverage.

# **Choose Your Options**

Our optional coverage choices for home buyers allow you to customize your warranty to the unique needs of your home.

Check out some of your optional coverage choices below. Review all available options in the Optional Home Buyer Coverage section of this brochure.

# Pre-season HVAC Tune-up

Avoid unexpected seasonal breakdowns

ORHP will perform one air conditioning maintenance tune-up between February and April and one heating system tune-up between September and November. Get the most out of your home warranty with preventative maintenance.





# **Enhanced Slab Leak Limit** and External Plumbing

Things that are out of sight should not necessarily be out of mind

This ground-breaking coverage (pun intended) enhances the Standard Plan limit for plumbing pipe leaks in water, drain, or gas lines located under, encased in, or covered by concrete. It also covers external pipe leaks located under the foundation of the covered structure.

# Swimming Pool/Spa Equipment including Salt Water Circuit Board and Cell

Make a splash

Spend more carefree time enjoying your pool and spa with this cool coverage option. Coverage includes above ground level and accessible working parts and components of heating and filtration system, including heater, motor, filter, and more! Coverage also includes salt water circuit board and cell and spa blower.











# Frequently Asked Questions

## What is a home warranty and how does it help me?

A home warranty is a service contract that protects home sellers and buyers against the cost of unexpected repairs or replacement of major home systems and appliances that break down due to normal wear and use.

With an Old Republic Home Protection home warranty, you'll enjoy dependable service, convenience, budget protection, and peace of mind. No more searching the internet for a reputable repairman, no more hassles over the cost of repairs, no more budget-busting repair bills.

# What is the difference between my homeowners insurance policy and a home warranty plan?

A homeowners insurance policy undertakes to indemnify (compensate or reimburse) the homeowner against damage or liability which might arise from some unknown or contingent event. A home warranty plan is a residential service contract that repairs or replaces specified items in the home that fail due to normal wear and use.

# **How Do I Request Service?**

You can request service quickly and easily using your Homeowner Central account at orhp.com or by calling 800.972.5985.

We'll find a service provider from our independent network to assist you, and they'll contact you directly to schedule an appointment.



# Valuable Homeowner Services

Coverage and assistance that complement your home warranty.

Items Protected	Complete Protect	Tech Protect	Smart Home Protect
Desktops	•	•	
Monitors	•	•	
Laptops	•	•	
Tablets	•	•	
Routers	•	•	
External Hard Drives	•	•	
Printers	•	•	
Televisions	•	•	
DVD Players	•	•	
Blu-ray Players	•	•	
Gaming Systems	•	•	
Peripherals/Wearables	•	•	
Digital Doorbells	•		•
Digital Door Locks	•		•
Thermostats	•		•
Switches	•		•
Outlets	•		•
Security Cameras	•		•
Hubs/Home Controllers	•		•
Light Dimmers	•		•
Smoke Detectors	•		•
CO Detectors	•		•

# Tech and Smart Home Protection Plan

We protect your home. Now you can protect your tech.

Our lives have never been more connected. Stay plugged in and ready to play with protection for your home electronics and smart home equipment.

# Plans from only \$10.42 per month!

Learn more and enroll today at orhp.com/Fortegra.

The Tech and Smart Home Protection Plan is made available exclusively for Old Republic Home Protection. Old Republic Home Protection is not the administrator or servicer.\*

\* Subject to the terms and conditions of the Service Agreement. Fortegra® is the marketing name for the service contract operations of the subsidiaries of Fortegra Financial Corporation. Products and services are provided by 4Warranty Corporation, The Service Doc, Inc. (in WI), or Lyndon Southern Insurance Company (in OK and FL: Lic. No.: FL-03698), each of which are subsidiaries of Fortegra Financial Corporation. Not all products and services are available in every jurisdiction.

# Porch Home Helper

Old Republic Home Protection provides you with free access to Porch Home Helper for as long as you own your home.

You can start saving money on household projects right away with \$100 in Porch handyman coupons!† Consider it our housewarming gift to you!

# What is Porch?

Porch Home Helper provides a one-stop resource for every household project. From preparing your move to settling into your new home, Porch makes tasks easy for you—they even handle the scheduling to save you time!

# How does it work?

Porch Home Helper acts as a hassle-free concierge service to help you with:

- Moving tasks: homeowners insurance, hiring movers, changing your address, switching utilities/services, and more
- · Household projects: mounting televisions, assembling furniture, hanging art, and other handyman jobs
- **Home security:** replacing locks, setting up home security systems, installing household cameras, and more

To get started, call 1.855.507.0101.



<sup>†</sup> You will receive four (4) \$25 Porch handyman coupons. Limit one coupon per appointment. Coupons may not be combined with any other offers or discounts. Please mention your coupon during booking. Discount will be applied when scheduling your appointment. Porch Services may not be available in all areas.

# Standard Coverage

This section of the Plan outlines Standard Coverage by trade. Please note: Universal exclusions and limitations of liability apply. **Standard Coverage is for both Home Seller and Home Buyer, unless otherwise indicated.** In this document, Old Republic Home Protection Company, Inc. will hereinafter be referred to as "we, us, our, ORHP." The Home Seller/Home Buyer/Plan Holder will hereinafter be referred to as "you, your."

Coverage subject to Terms and Conditions of Coverage summarized herein, and will be contained in the Plan Contract to be sent to Home Buyer upon payment of Plan fee.

### Heating System/Ductwork Coverage◆

Coverage for Home Buyer Only unless Home Seller's HVAC Option selected.

All components that affect the heating operation of the unit, including gas, oil, or electric heating system, built-in wall or floor heater, heat pump, mini-split ductless systems, thermostat, ductwork, accessible heat pump refrigerant lines, leaks or stoppages in accessible condensate drain lines. If necessary, as part of a covered replacement, we will upgrade a heat pump system to federally mandated HSPF standards.

Coverage is available for heating systems with capacity not exceeding five (5) tons per unit. There is no limit to the number of covered heating units. For heat pumps and heat pump package units: Air Conditioner/Cooler also applies.

NOT COVERED: Timers/clocks that do not affect the heating/cooling operation of the unit; vents; flues; fuel storage tanks; freestanding/window units; cable heat; zone controls and respective equipment; secondary drain pan; duct insulation; dampers; filters; diagnostic testing of, locating, and/or repairing leaks in ductwork (as required by any federal, state or local regulation, or when required due to the installation or replacement of system equipment); fireplaces and key valves; grain, wood, or pellet stoves; use of cranes or other lifting equipment to repair or replace units/system components; electronic air filters/cleaners; humidifiers and respective equipment; condensate drain pump; inaccessible heat pump refrigerant/condensate lines; Smart Vents and the like. Coverage does not apply if the system is undersized relative to the square footage of the area being heated/cooled.

#### **Air Conditioner/Cooler** ◆ (For ductwork, see Heating System Coverage)

Coverage for Home Buyer Only unless Home Seller's HVAC Option selected.

All components that affect the cooling operation of the unit, including the central air conditioner, wall or through the wall air conditioner and evaporator cooler (including primary drain pan), mini-split ductless systems, condenser (including compressor), evaporator coil/air handler, thermostat, accessible refrigerant lines, leaks or stoppages in accessible condensate drain lines, metering device (e.g., evaporator coil piston or thermal expansion valve).

When a condenser has failed and replacement is necessary, in order to maintain system operational compatibility and operating efficiency that meets or exceeds that of the original equipment, we will replace any covered component as well as modify the plenum, indoor electrical, air handling transition, duct connections, and the installation of metering devices, as necessary.

Coverage is available for cooling systems with capacity not exceeding five (5) tons per unit. There is no limit to the number of covered air conditioning units.

NOT COVERED: Gas air conditioning units; portable units; zone controls and respective equipment; window units; wine refrigeration units; cooler pads; secondary drain pan; use of cranes or other lifting equipment to repair or replace units/system components; chillers and respective equipment; condensate drain pump; failures caused as a direct result of previous sealant or alternative refrigerant use; inaccessible refrigerant/condensate lines; refrigerant recapture, reclaim, and disposal; vents; flues; Smart Vents and the like. Coverage does not apply if the system is undersized relative to the square footage of the area being heated/cooled.

# **Plumbing Coverage**

- Drain line stoppages ◆ which can be cleared with sewer cable through an accessible, existing ground level cleanout (main line) or removable p-trap (branch line), or with hydrojetting if stoppage cannot be cleared with sewer cable (unless stoppage is due to roots).
- · Water, gas, supply/drain/sewer vent pipe leaks or breaks (including polybutylene)
- · Toilet tanks, bowls, flushing mechanisms, and wax ring seals
- Water heater

   (including tankless, power vent, and direct vent unit)
- · Built-in jetted bathtub motor, pump, and air switch assemblies
- Shower and bathtub valves, including diverter valves
- Recirculating pump
- Garbage disposal
- Stop and waste valves◆
- Water pressure regulator◆
- · Built-in instant hot/cold water dispenser
- Risers
- Angle stops and gate valves
- Built-in sump pump (for ground water only)

NOT COVERED: Fixtures; bidets and remotes; faucets; Roman tub valves/faucets; showerheads, handles, arms; hose bibbs; washer boxes; multi-valve manifolds and other attachments to pipes; gas log lighter; toilet lids and seats; water heater vents and flues; shower pans; stoppages due to roots or foreign objects; leaks/damage caused by roots; stoppages that cannot be cleared with cable or hydrojetting; flow restrictions in supply lines; water heater heat pump attachment; holding, storage or expansion tanks; bathtub jets; tub spout or tub spout diverter; steam showers/rooms and associated equipment; shower towers; thermostatic valves; spray arms; basket strainer; fire suppression systems; pop-up assemblies; noises or odors without a related malfunction; caulking or grouting; inadequate or excessive water pressure. In the event of a stoppage: access to drain lines from vent; removal of toilet; costs to locate, access, or install a ground level clean-out; stoppages in supply lines or drain lines for sprinkler, irrigation, landscape and pool/spa equipment.

NOTE: 1. Toilet tanks and bowls replaced with white builder's standard.

2. Valves replaced with chrome builder's standard.

### **Electrical Coverage**

Light switches, electrical outlets, main electrical panel/sub panel ♦, meter base/socket/ pedestal ♦, breakers ♦, fuses ♦ and interior wiring, bath exhaust fans, ceiling fans, attic fans, whole house fans, doorbells.

NOT COVERED: Light fixtures, including those on ceiling fans; bulbs; ballasts; heat lamps; telephone, audio, video, computer, intercom, and alarm security wiring and systems; low voltage relay systems; smoke detectors; power surges; remote controls; vents; light sockets; meter; chimes.

### **Garage Door Opener Coverage**

All components of the garage door opener that affect the opening and closing function, including battery backup.

NOT COVERED: Garage doors; hinges; springs; remote transmitters; key pads; light sockets; door cables; balancing the door; rollers.

#### **Central Vacuum Coverage**

Power unit, including motor and electrical components; dirt canister.

**NOT COVERED:** Attachments; removable components; accessories; hoses; vents; stoppages.

### **Rekey Service** Coverage for Home Buyer Only.

Rekey Service is available one time during the term of the Plan and includes the rekey of up to 6 keyholes (including deadbolts) and 4 copies of the key(s) total.

NOT COVERED: Sliding doors; garage door openers; replacement of deadbolts, knobs, or associated hardware; replacement of locks for any reason; padlocks; gate, window, file cabinet, safe, desk, or mailbox locks; or any other services provided by a locksmith.

<u>NOTE:</u> A Trade Call Fee is due for Rekey Service requested. You will be responsible for payment directly to the locksmith for any additional services.

<sup>◆</sup> We cover items located on the exterior or outside of the home that service only the main home or other structure we cover.

### **Appliance Coverage**

All components that affect the primary functional operation of the unit.

Dishwasher

Trash Compactor

Kitchen Exhaust Fan

Oven, Range, Cooktop, Built-in Microwave Oven

Kitchen Refrigerator and Washer/Dryer NOT AVAILABLE WITH ESSENTIAL COVERAGE

**Kitchen Refrigerator** Located in kitchen. Coverage for Home Buyer Only. Coverage for one freestanding or one built-in unit (single or dual compressor), and ice maker.

All components that affect the cooling operation of the unit, including compressor, thermostat, condenser coil, evaporator, and defrost system.

NOTE: Repair or replacement of ice makers, ice crushers, cold beverage dispensers and their respective equipment (including ice bucket) are covered for kitchen refrigerators only providing parts are available and unit is repairable.

**NOT COVERED:** Filter; interior thermal shell; food spoilage; insulation; multi-media centers; wine vaults; cost of recapture or disposal of refrigerant; refrigerator/oven combination units; components which do not affect the primary function of the unit, such as coffeemakers, hot water dispensers, etc.; kegerator; walk-in refrigerator; drain pans.

#### Washer/Dryer (One Set) ← Coverage for Home Buyer Only.

All components that affect the washing or drying operation of the unit, including belts, pump, motor, tub, timer, drum, thermostat, transmission, heating element, control board and touch pad. rollers.

NOT COVERED: Plastic mini-tub; venting; filter; lint screen; all-in-one-tub wash/dry unit; soap dispenser.

NOT COVERED ON ALL APPLIANCES: Baskets; detachable components; dials; door glass; drawers; filters; flues; handles; interior lining; knobs; light sockets; light switches; lights; lock and key assemblies; magnetic induction cooktop and respective equipment; microwave/cooktop drawer or range drawer combination unit; pans; portable or freestanding microwave; racks; refrigerator/oven combination unit; remote controls and respective equipment; rollers; runner guards; sensi-heat burners; shelves; timers, clocks, and vents that do not affect the functioning of the appliance; trash compactor buckets; trays; trim kits.

## Limited Roof Leak Repair → Coverage for Home Buyer Only.

The repair of specific leaks that occur in the roof or roof cap located over the occupied living area of the main dwelling (excluding garage), provided the leaks are the result of rain and/ or normal wear and deterioration and the roof was watertight and in good condition on the effective date of the Plan.

NOT COVERED: Gutters; downspouts; drain lines; flashing; skylights; patio covers; scuppers; glass; sheet metal; ridge vent; roof mounted installations; leaks that occur in a deck or balcony when deck or balcony serves as the roof of the structure below; leaks that result from or that are caused by roof mounted installations; improper construction or repairs; missing or broken roof shingles or tiles; damage caused by persons walking or standing on the roof; failure to perform normal maintenance to roof and gutters; improper installation; leaks manifested prior to the effective date of the Plan.

NOTE: An actual water leak must occur during the coverage period for coverage to apply under this Plan. If the area of the roof that is leaking has deteriorated to such an extent that the leak cannot be repaired without partial replacement of the roof, the company's obligation is limited to the cost of repair if such leak had been repairable. In the event the roof has exceeded its life expectancy and must be replaced, this coverage will not apply.

#### **COVERAGE PLAN LIMITS:**

ALL HOME WARRANTY PLANS HAVE LIMITS TO COVERAGE. WE HAVE CLEARLY IDENTIFIED OUR LIMITS FOR YOUR CONVENIENCE. FOR MULTI-UNIT DWELLINGS, LIMITS ARE PER DWELLING.

ACCESS, DIAGNOSIS, REPAIR AND/OR REPLACEMENT OF THE FOLLOWING ITEMS ARE LIMITED AS FOLLOWS:	DOLLAR LIMIT PER PLAN TERM:
DURING SELLER'S COVERAGE:	
When Home Seller's HVAC Option selected: Heating, Ductwork, A/C (including water heater/heating combination units)	\$1,500
Plumbing pipe leaks in water, drain or gas lines located under, encased in, or covered by, concrete (slab leaks). Plumbing pipe leaks in polybutylene piping	\$ 500
Appliance Limit (Per appliance)	\$3,500
DURING BUYER'S COVERAGE:	
Diesel, oil, glycol, hot water, steam, radiant, geothermal, high velocity, water cooled and water-sourced systems, and water heater/heating combination units	\$1,500
Platinum with Total Care increases limit to	\$2,500
Ductwork, air transfer systems	\$ 500
Plumbing pipe leaks in water, drain or gas lines located under, encased in, or covered by, concrete (slab leaks). Plumbing pipe leaks in polybutylene piping	\$ 500
Platinum with Total Care increases limit to	\$1,500
Appliance Limit (Per appliance)	\$3,500
Limited Roof Leak Repair	\$1,500

# **INCREASE YOUR COVERAGE**

# **Ultimate Protection**

(Available to Home Buyer Only)

Includes Standard Coverage PLUS these enhancements:

- Plumbing: faucets, Roman tub valves/faucets, showerheads, and shower arms replaced
  with chrome builder's standard. Interior hose bibbs. Toilet replacement up to \$600 per
  toilet, per occurrence. Reverse osmosis water filtration faucet/tap only covered with
  purchase of optional Water Softener Coverage.
- 2) Heating System:
- a) disposable filters, costs related to refrigerant recapture, reclaim, and disposal when required for diagnosis, repair, or replacement of heat pumps.
- b) Provide **up to \$250 per occurrence** for the use of **cranes** to complete a heating repair/replacement.
- 3) Water Heater: expansion tanks ◆.
- 4) Dishwasher: baskets, rollers, racks, runner guards.
- 5) Oven/Microwave/Range/Cooktop: racks, handles, knobs, interior lining.
- 6) Trash Compactor: lock and key assemblies, buckets.
- 7) Smoke Detector: both battery operated and hardwired systems.
- 8) Garage Door Opener: hinges, springs, remote transmitters, key pads.
- 9) Air Conditioner:
- a) disposable filters, condensate drain pumps, secondary drain pans, window units, and costs related to refrigerant recapture, reclaim, and disposal when required for diagnosis, repair, or replacement.
- b) Provide up to \$250 per occurrence for any cost related to the use of cranes to complete an A/C repair/replacement.
- Other Enhanced Coverage included in Ultimate Protection:
   When required to render a covered repair or replacement, we will:
- a) Provide up to \$250 per Plan to correct code violations.
- b) Provide up to \$250 per occurrence for required permits.
- c) Provide up to \$100 per occurrence for haul away of a covered appliance, system, HVAC component, or water heater when replacing that covered appliance, system, or component.
- d) When required to render a covered repair or replacement, we will correct an improper installation/repair/modification of a system, or appliance, or correct any mismatch condition in terms of capacity/efficiency in order to ensure system operational compatibility and functionality. Coverage does not apply if the system is undersized relative to the square footage of the area being heated/cooled. All other terms and conditions of the Plan apply. If the improper installation/repair/modification or mismatch condition is in violation of a code requirement, see 10a above.

# MOST COMPREHENSIVE COVERAGE AVAILABLE

# Platinum with Total Care

(Available to Home Buyer Only)

Includes Standard Coverage, Ultimate Protection, PLUS these enhancements:

- 1) Plumbing items: Faucet replacement up to \$500 per faucet, \$1,000 in total per Plan term; tub spouts (replaced with chrome builder's standard), tub spout diverter, basket strainer. When required to render a covered service, we will provide up to \$250 per Plan to clear stoppages due to roots or toward removal of toilets or other access to clear a stoppage, including cost to install a ground level cleanout.
  - NOT COVERED: Collapsed or broken lines outside the main foundation; excavation.
- 2) Other Enhanced Coverage included in Platinum with Total Care and only when required to render a covered service, we will:
- a) Provide up to \$1,000 per Plan to make necessary duct, plenum, electrical, plumbing, and carpentry modifications, including necessary relocation of covered equipment and/or the correction of code violations to affect a covered repair/replacement.
   NOT COVERED: Restoration of any wall, ceiling, or floor coverings, cabinets, counter tops,
  - tile, paint, or the like. We do not provide coverage to remove or install non-related systems, appliances, or equipment in order to render a covered repair or replacement.
- b) Increase the Standard Plan limit per Plan term by \$1,000 (\$2,500 in total) for the repair/ replacement of diesel, oil, glycol, hot water, steam, radiant, geothermal, high velocity, water cooled and water-sourced heating and air conditioning systems.
- c) Provide up to \$500 per Plan toward zone controls and respective equipment.
- 3) For items under Manufacturer's Warranty: We provide coverage for labor and other specified costs for covered repairs/replacement, but not for equipment or component costs covered by an existing manufacturer/distributor/other warranty.
- 4) Includes Enhanced Slab Leak and External Plumbing Coverage (See Optional Coverage, page 4, for details.)

# Optional Home Buyer Coverage

Since every home is different, Optional Coverage outlined in this section is available to meet the needs of your specific home. Optional Coverage may be added at any time prior to close of sale and up to 60 days after close of sale. For homes not going through a Real Estate transaction, Optional Coverage cannot be added after the initial payment of Plan fee. Optional Coverage not selected will be unavailable at time of renewal. Please note: Universal exclusions and limitations of liability apply.

### Pre-Season HVAC Tune-Up

\$ 25

Not available to guest homes/casitas.

We will perform one A/C Pre-Season Tune-up between February and April and one Heating System Pre-Season Tune-up between September and November. You are responsible for requesting the tune-up during the pre-season period.

Maintenance tune-ups are provided for one unit. A Trade Call Fee is due for each seasonal tune-up requested. If you would like additional units tuned-up, you are responsible to pay the Service Provider directly for each additional unit. If covered service beyond the tune-up is required, an additional Trade Call Fee is due.

Calibrate thermostat, test temperature split, check refrigerant levels & system pressures and add refrigerant if necessary, perform amp draw on condenser coils and clean if necessary, check the evaporator motor and compressor, check contactors, check accessible condensate lines for leaks, clean or replace filters (owner supplied), clean & tighten electrical connections, test capacitors, and check heating operation, inspect pilot system, test safety switches, test limit switches, and clean burners.

NOT COVERED: Filters; clearing of condensate line stoppages; evaporator/indoor coil cleaning, including acid cleaning; cleaning or unclogging services required to correct problems related to lack of maintenance.

## Ornamental Fountain Motor/Pump+

\$100

Including pond and pool fountains; cost per fountain.

Motor and pump assembly. Multiple motors/pumps contained within each fountain will be covered, including overflow/negative edge/infinity pool motor and effects pump.

NOT COVERED: Water piping; electrical lines or controls; filters; filter media and cartridges.

# Swimming Pool/Spa Equipment including Salt Water Circuit Board and Cell◆

\$180

No additional charge if separate equipment.

Above ground level and accessible working parts and components of heating and filtration system, including heater, motor, filter, filter timer, diatomaceous filter grid, pump, gaskets, timer, backwash/flush/check valve, pool sweep motor and pump/booster pump, above ground plumbing pipes and wiring, control panel. Coverage also includes spa blower, salt water circuit board and cell.

NOT COVERED: Remote control panel and switches; air switches; water chemistry control equipment and materials (e.g., chlorinators, ionizers, ozonators, etc.); disposable filtration mediums (sand, diatomaceous earth, filter cartridges, etc.); skimmer; heat pump; valve actuator motor; salt; cleaning equipment including pop-up heads, turbo valves, pool sweeps; swim jet/resistance pool and respective equipment; damage or failure as a result of chemical imbalance; underground water, gas, and electrical lines; lights, jets; ornamental fountain motors and pumps; power center; electronic or computerized control boards that are part of a remote or automated management system (e.g., Aqualink, Compool, or the like) and any respective equipment; liners; overflow/negative edge/infinity pool motor and effects pump; inflatable pool/spa equipment; steam showers/rooms and associated equipment.



#### **BUYER'S OPTIONAL COVERAGE PLAN LIMITS:**

(WITH PURCHASE OF APPROPRIATE OPTION)
ALL HOME WARRANTY PLANS HAVE LIMITS TO COVERAGE.
WE HAVE CLEARLY IDENTIFIED OUR LIMITS FOR YOUR CONVENIENCE.

WE HAVE CLEARLY IDENTIFIED OUR LIMITS FOR YOUR CONVENIENCE.			
ACCESS, DIAGNOSIS, REPAIR AND/OR REPLACEMENT OF THE FOLLOWING ITEMS ARE LIMITED AS FOLLOWS:	DOLLAR LIMIT PER OPTIONAL COVERAGE PLAN TERM:		
Ornamental Fountain Motor/Pump	\$ 500		
Salt Water Circuit Board and Cell	\$ 1,500		
Outdoor Kitchen	\$ 1,000		
Additional Refrigeration Units (In Total)	\$ 1,000		
Water Softener/RO Filtration System	\$ 500		
Well Pump and/or Booster Pump	\$ 1,500		
Enhanced Slab Leak Limit (\$1,000)/External Plumbing (\$1,000)	\$ 2,000		
Septic System/Sewage Ejector Pump	\$ 500		
Structural	\$10,000		

<sup>•</sup> We cover items located on the exterior or outside of the home that service only the main home or other structure we cover.

#### Outdoor Kitchen+

\$125

All parts and components that affect the operation of the outdoor kitchen, limited to: ice maker, refrigerator, wine refrigerator, and freezer (not to exceed six cubic feet each). Coverage also includes plumbing and electrical that serve the outdoor kitchen only, limited to: above ground plumbing pipes (water/supply/drain/gas), drain line stoppages, faucet, garbage disposal, above ground wiring/outlets, and ceiling fan.

NOTE: Faucet replaced with chrome builder's standard.

NOT COVERED: Unless mentioned as covered, all Standard Coverage and Additional Refrigeration Units Coverage exclusions apply.

Additional Refrigeration NOT AVAILABLE WITH ESSENTIAL COVERAGE

## **Additional Refrigeration Units**

\$100

Single compressor units only.

Provides coverage for up to four additional refrigeration systems, such as: additional refrigerator, wet bar refrigerator, wine refrigerator, freestanding freezer and freestanding ice maker

All components that affect the cooling operation of the unit, including compressor, thermostat, condenser coil, evaporator, and defrost system.

NOT COVERED: Built-in ice maker; ice crusher; beverage dispenser and their respective equipment; filter; interior thermal shell; food spoilage; insulation; multi-media centers; wine vaults; cost of recapture or disposal of refrigerant; refrigerator/oven combination units; components which do not affect the primary function of the unit, such as coffeemakers, hot water dispensers, etc.; dual compressor units; kegerator; walk-in refrigerator; drain pans.

Freestanding ice maker ONLY: Repair or replacement of ice makers, ice crushers, beverage dispensers and their respective equipment are covered providing parts are available.

NOT COVERED ON ALL APPLIANCES: Baskets; buckets; detachable components; dials; door glass; drawers; filters; flues; handles; interior lining; knobs; light sockets; light switches; lights; lock and key assemblies; pans; racks; rollers; runner guards; shelves; trays; trim kits; vents.

# Water Softener/Reverse Osmosis Water Filtration System◆

\$ 75

Water softener/reverse osmosis system (for drinking water) and their respective equipment.

NOT COVERED: Leased or rented units; any and all treatment, purification, odor control, iron filtration components and systems; discharge drywells; resin bed replacement; salt; replacement of filters, water filters, pre-filters, filter components; replacement membranes; RO filtration system for pool/spa.

#### Well Pump◆

\$100

#### **Booster Pump♦**

\$ 75

Pump servicing only the home or other structure covered by us. Domestic use only. One well pump/booster pump per Plan.

**NOT COVERED:** Control boxes; pressure switches; capacitors or relays; cost of locating pump; pumps that service more than one residence.

## Enhanced Slab Leak Limit/External Plumbing◆

Not available to condos or multi-unit buildings.

When required to render a covered service, we will:

Internal Slab Leak Limit (Add a Maximum \$1,000 to Standard Plan Limit).

a) Increase the Standard Plan limit per Plan term by \$1,000 for the repair/replacement of plumbing pipe leaks in water, drain or gas lines located under, encased in, or covered by, concrete that are located within the interior of the main foundation of the home and garage (inside the load-bearing walls of the structure).

External Plumbing Limit (Maximum \$1,000).

b) Provide coverage up to \$1,000 for external pipe leaks located outside the foundation of the covered structure, including water, gas and drain lines that service only the main home or other structure we cover. Repair or replace exterior hose bibbs and main shut off valve

NOT COVERED: Faucets; sprinkler/irrigation systems; swimming pool/built-in pool piping; downspout; landscape drain lines; damage due to roots.

# Septic Tank Pumping/Septic Systems including Sewage Ejector Pump◆

\$ 75

\$100

Not available on New Construction Plan.

Septic Tank Pumping (For Single or Dual Compartment Tanks):

Septic tank must service only the main home or other structure covered by us. If the septic tank is full or a stoppage is the result of a septic tank back-up, we will pump the septic tank (and dispose of waste) one time during the term of the Plan.

Septic System/Sewage Ejector Pump:

Aerobic pump, jet pump, grinder pump, sewage ejector pump, septic tank and line from house to tank

**NOT COVERED:** Seepage pits; stoppage or damage due to roots; the cost of locating tank; chemical treatments; tile fields and leach beds; leach lines; lateral lines; insufficient capacity; level sensors/switches; control panels; associated electrical lines.

# Structural \$200

For single family detached homes only. Not available to new construction or mobile homes. Option is not renewable.

Upon receipt of the completed, signed Home Inspector Checklist, and payment of the additional Plan fee, we will diagnose, repair, or replace covered structural system components listed as functional on the checklist (available at www.orhp.com/cres-structural) 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 Plan. Maximum coverage per Plan is \$10,000.

<u>COVERED</u>: Foundation, foundation walls, sill plates, girder posts, headers, floor joists and subfloor, sole plates, studs, sheathing, plates and ceiling joists, rafters, roof sheathing and roof boards, partition wall studs, and other load carrying structural components which constitute an integral part of the primary structure.

NOT COVERED: Failure due to earthquake, weather, flood, land subsidence, soil movement, slope failure, and acts of nature; pest damage; 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 coverage. Upgrades required by code, cosmetic defects, and consequential loss or damage are not covered.

# When You Need Us

It can be inconvenient when a home system or appliance unexpectedly breaks down. When you need service, we are here to provide you with a helping hand and peace of mind. Please take a few moments to become familiar with the Plan and keep it handy, as it will save you both time and money. This entire document explains all the terms and conditions of coverage, with distinct sections to make the Plan easy to understand and simple to use. If you have any questions about coverage, please visit www.orhp.com or contact us directly at 800.972.5985.

**Review the "ABCs of Coverage"** to ensure your service issue is covered by the Plan. In accordance with the terms and conditions of the Plan, we will perform services, and repair or replace components, systems and appliances mentioned as covered; we exclude all others. Coverage is subject to limitations.

We will provide service for covered systems or appliances that malfunction, and are reported, during the term of the Plan that:

- A) Are installed for diagnosis and located within the interior of the main foundation of the home and garage (inside the load-bearing walls of the structure). Systems or appliances located on the exterior or outside of the home (including porch, patio, etc.) are not covered with the exception of items marked with a ◆,
- B) Were correctly installed and working properly on the effective date of the Plan, and
- C) Have become inoperable due to normal wear and use (including rust, corrosion, and chemical or sediment build-up), after the effective date of coverage.
  Pre-existing conditions are not covered.

Coverage may apply to a malfunction which existed at the effective date/transfer of ownership (excludes renewal and non-real estate transaction customers) if, at that time, 1) the malfunction was unknown to the home seller, agent, buyer, or home inspector, 2) the malfunction was undetectable and would not have been detectable by visual inspection or simple mechanical test. A visual inspection of the covered item verifies that it appears structurally intact and without damage or missing parts that would indicate inoperability. A simple mechanical test consists of turning the unit on and off, verifying the unit operates without irregular sounds, smoke or other abnormal outcome.

# For Service: Place service requests online at www.orhp.com or call us at 800.972.5985

- ✓ We accept service requests 24 hours a day, 365 days a year.
- We require you to contact us so we may have the opportunity to select a Service Provider.
- We will not reimburse you for services performed without our prior authorization.

When you place a service request, we will notify an **INDEPENDENT CONTRACTOR** (Service Provider - who is not an agent or employee of the company) who will contact you directly to schedule a mutually convenient appointment during normal business hours. Under normal circumstances, our service effort will be initiated within 48 hours. Throughout the service effort, we urge you to take reasonable measures to prevent secondary damage (e.g., turning off water to the home in the case of a major pipe leak).

In cases of **EMERGENCY**, we will make reasonable efforts to expedite service, including initiating our service effort within 24 hours. An emergency is defined as a service issue resulting in 1) No electricity, gas, water or toilet facilities to the entire home; 2) A condition that immediately endangers health and safety; 3) A condition that interferes with healthcare support of occupants; and/or 4) A system malfunction that is causing ongoing damage to the home. Other conditions may, at our discretion, be considered an emergency. If you should request non-emergency service outside of normal business hours, you will be responsible for additional fees, including overtime.

If you experience any difficulties during the service process, you can contact the Service Provider or us directly for assistance.

You are responsible to pay a **TRADE** (**SERVICE**) **CALL FEE** (**TCF**) when the Service Provider arrives at your home. The TCF (or the actual cost of service, whichever is less) is due for each dispatched service request by trade (plumbing, electrical, appliance, heating/air conditioning, etc.). Service work is guaranteed for 30 days. **If service is denied, you are not responsible for a TCF. The TCF is due only if service is rendered.** A TCF may be due if you fail to be present at the scheduled appointment time, if you cancel your request once the Service Provider is en route to your home, or you request a second opinion of the Service Provider's diagnosis. Failure to pay the TCF can result in suspension of coverage until such time as the proper fee is paid. At that time, coverage will be reinstated but the term will not be extended. You will be responsible for any fees incurred for collection efforts, if required. We will not respond to a new service request until all previous Trade Call Fees are paid.

To ensure you receive reputable and unbiased service, we have built an extensive network of **SERVICE PROVIDERS** who provide service to our Plan Holders at fair and reasonable rates. Our network, however, is not all inclusive for every trade, in every town, across the nation. For that reason, we may authorize you to contact an Independent Out-of-Network Contractor directly to obtain service.

When we request or authorize you to obtain an INDEPENDENT OUT-OF-NETWORK **CONTRACTOR** to perform diagnosis and/or service: 1) The Contractor should be qualified, licensed, and insured, and charge fair and reasonable rates for parts and service. 2) Once the technician is at the home, and prior to any services being rendered, you must call our Authorization Department with the technician's diagnosis and a breakdown of services required (including parts and labor). Covered repairs or replacements will be authorized if work can be completed at an agreed upon rate. 3) We will provide an Authorization Number for the covered services and dollar amount that we have authorized. Failure to contact us as outlined may result in denial of coverage. 4) Upon completion of the authorized services, the Contractor must provide you an itemized invoice for the authorized charges. 5) You must submit the itemized invoice, including the Authorization Number provided by us, for reimbursement. 6) A Trade Call Fee is due per trade, and will be deducted from any reimbursement provided. 7) You are expected to pay the Independent Out-of-Network Contractor directly for the services rendered and then submit the invoice to us for reimbursement. We accept invoices by fax (800.866.2488), post (P.O. Box 5017, San Ramon, CA 94583-0917) or email to: easyas123@orhp.com.

We have the sole right to determine whether a covered system, appliance or component will be repaired or replaced. We reserve the right to request or dispatch a second opinion at our expense. We are not responsible for non-covered work performed or non-covered costs.

We reserve the right to provide **CASH IN LIEU** of repair or replacement in the amount of our actual cost. Payment will be provided based on our negotiated rates with our Service Provider and/or Supplier network, which may be less than retail. We are not responsible for work performed once you accept cash in lieu of service. To ensure continued coverage of the system or appliance for which we provide a cash in lieu settlement, either during the current or future term of coverage between you and us, you must provide proof of repair or replacement that meets our reasonable satisfaction. You may send proof to ProofofRepair@orhp.com.

If we provide reimbursement or cash in lieu of service, our normal processing time, from date of receipt of invoice/your acceptance to the issuance of a check, is approximately two weeks.

Obligations under this Plan Contract are backed by the full faith and credit of Old Republic Home Protection, Co., Inc. Old Republic Home Protection, P.O. Box 5017, San Ramon, CA 94583

# Limits of Liability

It is important that you understand the Plan coverage as well as its limitations, as it may affect the coverage that will be provided for any service requested.

This Plan Contract is intended to provide quality protection against the high cost of home repair. It is intended to help reduce the Plan Holder's out-of-pocket costs for covered services. Coverage is not all inclusive; there may be situations in which you will be responsible to pay additional costs for parts or services not covered by the Plan. In those situations, we will work with you to determine the best course of action to reasonably minimize your out-of-pocket costs.

#### 1. GENERAL LIMITATIONS. THIS PLAN DOES NOT COVER:

- A. System or appliance repairs, replacements or upgrades required as a result of:
  - 1. A malfunction due to missing components or equipment;
  - 2. A malfunction due to lack of capacity of the existing system or appliance;
  - A malfunction due to a system or appliance with mismatched components in terms of capacity or efficiency;\*
  - 4. Any federal, state, or local regulations or ordinances; utility regulations; building or zoning code.
- B. Routine maintenance or cleaning.
- C. Damage caused by people, pests, or pets.
- D. Missing components.
- E. Improper repair/installation/modification of the covered item.\*
- F. Any costs related to the repair or replacement of systems, appliances, or components covered, in whole or in part, by an existing manufacturer/ distributor/ or other warranty.\*\* With purchase of 4-YR New Construction Plan: We provide coverage for labor and other specified costs for covered repairs/ replacement, but not for equipment or component costs covered by an existing manufacturer/distributor/other warranty.
- G. Repair, replacement, installation, or modification of any covered system or component for which a manufacturer has issued a warning, recall, or other design flaw or determination of defect.
- H. Cosmetic or other defects that do not affect the functioning of the unit.
- I. Solar systems and components, including holding tanks.
- J. Electronic, computerized, pneumatic, energy, or manual management systems.
- K. Systems or appliances classified by the manufacturer as commercial, or commercial equipment modified for domestic use.
- L. Electrolysis.
- M. Outside or underground piping and components for geothermal and watersourced heat pumps, including well pumps and respective equipment.
- N. Matching dimensions, color, or brand. We are responsible for providing installation of equipment comparable in features (that affect the operation of the system or appliance), capacity, and efficiency only. If feature is no longer available, our obligation is limited to equivalent unit based on available existing features. We may install a lesser capacity unit (water heater, HVAC unit, etc.) if the projected output, recovery time, or efficiency of the replacement unit is equal to or greater than that of the existing unit being replaced.
- O. Systems and appliances that have no malfunction, that have not failed due to normal wear and use, or that are not installed for diagnosis.
- P. Services requested prior to the effective date of the coverage or after the expiration date of coverage.
- Q. Services requested for Optional Coverage not purchased, or for Options not available to Home Seller.
- R. Restocking and return shipping fees.

#### 2. PERMITS AND OTHER FEES:

- A. You may be responsible for the payment of additional fees not covered according to the terms and conditions of the Plan. These fees may include, but are not limited to:
  - 1. The cost of permits and code upgrades.\*
  - The cost to haul away components, systems, or appliances that have been replaced under the terms of coverage.\*
  - 3. The cost for cranes\* or other lifting equipment.
  - 4. The cost of construction, carpentry, or other modifications made necessary by existing or installing different equipment.\*\*
  - 5. Relocation of equipment.\*\*
  - 6. Costs related to refrigerant recapture, reclaim, and disposal.\*

### 3. ACCESS:

- A. When covered heating and plumbing service is performed, access will be provided through unobstructed walls, ceilings, and floors only. In that case, we will return access opening to a rough finish condition (concrete, mud, wire, drywall, plaster, and tape). We reserve the right to provide cash in lieu of repairs.
- B. We do not cover the restoration of any wall, ceiling, or floor coverings, cabinets, counter tops, tile, paint, or the like.
- C. We are not responsible for providing or closing access to covered items, except as noted above and in Coverage Plan Limits.
- D. We do not provide coverage to remove or install non-related systems, appliances, or equipment in order to render a covered repair or replacement.
- E. We do not excavate or backfill.

### 4. GENERAL EXCLUSIONS:

- A. This Plan does not cover services required as a result of:
  - Accidents; water damage; failure due to power surge or overload; or structural damage or defect.
  - Lightning; mud; earthquake; fire; flood; freezing; ice; snow; soil movement; wind; storms; or acts of nature.
- B. Except where noted, we do not pay for upgrades; components; equipment; or services required due to the incompatibility or dimensions of the existing equipment with the replacement system; appliance; or component; or with new types of chemicals or material utilized to operate the replacement equipment. This includes without limitation, differences in technology; refrigerant requirements; or efficiency as mandated by federal, state or local governments. If upgrades are required, we cannot perform service until you complete corrective work. If additional costs are incurred in order to comply with regulations, we will not be responsible for the added expense.
- C. We reserve the right to repair systems and appliances with non-original manufacturer's parts, including rebuilt or refurbished parts.
- D. We do not pay, nor are we liable, for secondary or consequential loss or damage; personal or property loss or damage; or bodily injury of any kind.
- E. We are not responsible for a Service Provider's neglect or delay; or their failure to provide service, repair, or replacement; nor are we responsible for any delay in service, or failure to provide service, which may be caused by conditions beyond our control, such as, but not limited to, parts on order, labor difficulties, or weather.
- F. We do not pay for food spoilage; loss of income; utility bills; or living expenses.
- G. We are not responsible to perform service involving, providing disposal of, or remediation for, contaminants/hazardous/toxic materials, such as, but not limited to: asbestos; mold; sewage spills; or lead paint.
- H. We do not pay, nor are we liable, for any claim arising as a result of any pathogenic organism such as: bacteria; yeast; mildew; virus; rot or fungus; mold or their spores; mycotoxins; or other metabolic products. We are not, under any circumstances, responsible for:
  - 1. Diagnosis, repair, removal, or remediation of such substances;
  - Damages resulting from such substances, even when caused by or related to a covered malfunction;
  - Damages resulting from such substances, regardless of any event or cause that contributed in any sequence to damage or injury.

<sup>\*</sup>Additional Coverage may be available with Ultimate Protection.

<sup>\*\*</sup>Additional Coverage may be available with Platinum with Total Care.

# Things You Should Know

Coverage subject to Terms and Conditions of Coverage summarized herein, and will be contained in the Plan Contract to be mailed to Home Buyer upon payment of Plan fee.

Please see Cancellation and Arbitration clause below.

#### Plan Effective Dates:

Your Plan term (effective and expiration date) will be indicated on the Declaration of Coverage, mailed to you upon our receipt of payment.

We provide coverage for single family residential-use (including condominium, townhome, manufactured, or mobile home) resale and new construction homes less than 5,000 sq. ft., unless amended by us prior to the effective date of coverage. Resale and new construction homes 5,000 sq. ft. or more, multiple units, mother-in-law-units, guest homes, casitas, ADUs, and other structures are covered if appropriate fee is paid. Please call for quote. Coverage for homes 10,000 sq. ft. or more is not available. NOTE: Home Seller's Coverage is not available on homes 5,000 sq. ft. or more, multi-unit dwellings, guest homes, casitas, properties not going through a Real Estate transaction, for sale by owner properties, and lease-purchase properties.

This coverage is for **residential-use property only**. It does not cover commercial property or homes used as a business, such as: nursing/care homes, fraternity/sorority houses or day care centers.

If this Plan is for a duplex, triplex, or four-plex, then all units within the dwelling must be covered by an ORHP Plan for applicable coverage to apply to shared systems and appliances. For cost of Optional Coverage, multiply option cost by the number of units. Common grounds and facilities are excluded.

#### Home Buyer's Coverage:

Home Buyer's Coverage is effective for the term indicated on the Declaration of Coverage. Coverage is normally effective upon close of sale. Your Plan effective date and term may vary. **The Plan fee must be received within 30 days after close of sale.** If you take possession prior to close of sale (or obtain possession through rental or lease agreement), the Plan fee is due upon occupancy and coverage will begin upon receipt of Plan fee by ORHP. We offer a 60-day grace period from the close of sale during which you may add Optional Coverage. You must request and pay for Optional Coverage within the 60-day grace period or it shall be conclusively presumed that you do not wish to add additional Optional Coverage. Upon receipt of additional Plan fee, an updated Declaration of Coverage will be issued to confirm the coverage provided. Optional Coverage not selected will be unavailable at time of renewal.

#### **Home Seller's Coverage** (for listing/closing period):

Seller's coverage is available only in conjunction with the purchase of coverage for Home Buyer. Coverage becomes effective the day the application is received by us, and continues until the expiration of the initial listing period (up to 180 days), close of sale, or listing termination; whichever occurs first. Should close of sale not occur in the 180-day period, we may, at our sole discretion, extend the seller's coverage period. Pre-existing conditions are not covered for the Home Seller. Known defects of covered items found at the time of home inspection are excluded from coverage until proof of repair or replacement is received by us. You may send proof to ProofofRepair@orhp.com.

#### For homes not going through a Real Estate transaction:

Plans are normally purchased as part of a Real Estate transaction. If you are not involved in a resale transaction, Plan fees, terms or coverage may vary. Please call for a quote. Coverage is effective 30 days following receipt of payment by us. The effective date will be confirmed on the Declaration of Coverage. Optional Coverage cannot be added after the initial payment of Plan fee. **Pre-existing conditions are not covered for homes not going through a real estate transaction.** 

#### Renewals:

The Plan will be renewed at our discretion. If your Plan is eligible for renewal, we will notify you of the Plan fee and terms of renewal approximately 60 days prior to expiration of coverage. To ensure there is no lapse of coverage, payment must be received prior to Plan expiration. Plan fees may increase upon renewal.

We also offer the convenience of automatic renewal. When you select automatic renewal, you authorize us to continue to charge your credit card on file, which ensures your coverage automatically renews. If you would like to change your payment preference, or remove the automatic renewal provision, just contact us at 800.445.6999.

#### **Transfer by Plan Holder:**

This Plan is transferable to a new owner. In that event, please notify us.

Cancellation: This Plan is non-cancelable, except for 1) nonpayment of fees; 2) fraud or misrepresentation of facts material to the Plan or a request for service thereunder; 3) upon mutual agreement between you and ORHP; or 4) if you harm or threaten the safety or well-being of ORHP, any employee of ORHP, a Service Provider, or any property of ORHP or of the Service Provider. If Plan is cancelled, you shall be entitled to a pro-rata refund of the paid Plan fee for the unexpired term less service cost incurred and a \$50 processing fee. If a refund calculation results in you owing us for services rendered, we will bill you the net amount due or the unpaid Plan Contract fee, whichever is less.

Dispute Resolution: Most of your concerns about the Plan can be addressed simply by contacting us at 800.972.5985. In the event we cannot resolve any dispute with you, this Plan will be subject to the Arbitration Provision. Please read it carefully. Under this provision, you will be giving up certain rights to have a dispute settled in court and/or settled as a part of a multi party or class proceeding. Georgia, Kentucky, South Carolina, Utah Residents: Nothing contained in this provision will affect your right to file a direct claim against Old Republic Surety.

If you do not want to agree to this provision, you may cancel your Plan by contacting us at arbitration@orhp.com within 30 days of purchase of your Home Protection Plan. Otherwise, this arbitration provision will be applicable.

**Arbitration:** By entering into this Agreement the parties agree and acknowledge that all disputes they have that involve us, or arise out of actions that we did or did not take, shall be arbitrated as set forth herein as long as the claim is in excess of the applicable small claims court jurisdictional limit. The parties further agree 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.

All disputes or claims between the parties arising out of the agreement or the parties' relationship shall be settled as follows:

- Small claims court; for claims within the applicable small claims court jurisdictional limit, or
- 2) Final and binding arbitration held in the county of the covered property address (or other location mutually agreed upon by both parties) for claims in excess of the Small Claims Court jurisdictional limit.

The arbitration shall be conducted by the American Arbitration Association pursuant to its rules for consumer disputes. Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 800.778.7879. The Company agrees to pay the initial filing fee if the customer cannot afford to pay the fee or to reimburse the customer for filing fees unless the arbitrator determines that the claim is frivolous. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court of proper jurisdiction.

The parties expressly agree that this Agreement and this arbitration provision involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule.



Please give your client a sample Plan Contract. Plan #

Select Plan Coverage (Choose One)

COVERAGE IS FOR HOMES LESS THAN 5,000 SQ. FT. FOR HOMES 5,000 SQ. FT. OR MORE, PLEASE CALL FOR QUOTE OR VISIT US ONLINE AT WWW.ORHP.COM.

### **HOME SELLER/BUYER COVERAGE — 13-MONTH PLANS**

Essential Coverage Washer/Dryer/Kitchen Refrigerator NOT AVAIL  \$475 / \$100 Trade Call Fee  \$515 / \$ 75 Trade Call Fee  \$410 / \$100 Condo/Townhome/N  \$455 / \$ 75 Condo/Townhome/N	\$ \$ Iobile Home \$	RAGE 475 515 410 455
Standard Coverage With Washer/Dryer/Kitchen Refrigerator for Home  \$\$\text{\$\exititt{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\	\$ \$ flobile Home \$	615 645 555 585
Ultimate Protection Includes Standard Coverage for Home Seller With Washer/Dryer/Kitchen Refrigerator for Home  \$675 / \$100 Trade Call Fee  \$705 / \$ 75 Trade Call Fee  \$595 / \$100 Condo/Townhome/N  \$625 / \$ 75 Condo/Townhome/N	\$ \$ Iobile Home \$	675 705 595 625
Platinum with Total Care Includes Standard Coverage for Home Seller With Washer/Dryer/Kitchen Refrigerator for Home  □ \$800 / \$100 Trade Call Fee	· ·	800

## HOME BUYER COVERAGE

☐ Ornamental Fountain

☐ Swimming Pool/Spa Equipment includes

HOME DOTER GOVERAGE
Multi-units (\$75 Trade Call Fee)         Essential Coverage       □ Duplex-\$700       □ Triplex-\$1,050       □ Fourplex-\$1,375         Standard Coverage       □ Duplex-\$815       □ Triplex-\$1,165       □ Fourplex-\$1,565
New Construction (Years 1–4 or 2–5   \$100 Trade Call Fee)  ☐ Essential Coverage \$715 ☐ Standard Coverage \$915
□ HOME SELLER'S HVAC OPTION \$ 70
HOME BUYER'S OPTIONS
To determine Optional Coverage cost for multiple unit buildings, multiply option cost by the number of units.
☐ Pre-Season HVAC Tune-up \$ 25

Salt Water Circuit Board and Cell (No additional charge if separate equipment) ☐ Outdoor Kitchen \$125 ☐ Additional Refrigeration (four units total) \$100 NOT AVAILABLE WITH ESSENTIAL COVERAGE ☐ Water Softener/Reverse Osmosis Water Filtration System \$ 75 \$100 ☐ Well Pump ☐ Booster Pump \$ 75 ☐ Enhanced Slab Leak Limit/External Plumbing \$100 \$ 75 ☐ Septic Tank Pumping/Septic System/Sewage Ejector Pump

PLAN TOTAL Includes applicable sales tax

\$200

\$100

\$180

# **APPLICATION — ORDER TODAY!**

Internet: www.orhp.com | Phone: 800.445.6999 | Fax: 800.866.2488 Mail: P.O. Box 5017, San Ramon, CA 94583-0917

Street
City State Zip
Home Buyer/Seller Information
Buyer Name
Buyer Mailing Address
Phone # ( )
Buyer Email
Seller Name
Seller Email
Agent/Closing Information
Initiating Agent Information $\ \square$ Seller's Agent $\ \square$ Buyer's Agent
Main Office Phone # ( )
RE Company NameCity
Initiating Agent
Initiating Agent Email
Cooperating Agent Information
Main Office Phone # ( )
RE Company NameCity
Cooperating Agent
Cooperating Agent Email
Closing Company Information
Closing Company NameCity
Officer
Main Office Phone # ( )
File #Estimated Close
Closing Company Officer Email
Acknowledgement

I desire: ☐ Coverage as indicated.

 $\square$  To decline the benefits of coverage.

☐ To decline the Optional Coverage benefits of:

I agree to not hold the above real estate company, broker, and/or agents liable for the repair/replacement of a system or appliance that would have been covered by this Plan. I understand the real estate agent offering this Plan does so as a service to protect their client's best interest. They receive no direct compensation from ORHP. ORHP does pay an advertising fee to CRES to market our qualified home

warranty products to the general public. I acknowledge the purchase of a home warranty is optional, or can be purchased from other home warranty providers.

I also acknowledge that:

Date

Signature

- 1) The terms of our Agreement, and the coverage I will receive, will be governed by a Plan Contract that will be mailed to the Home Buyer upon receipt of the Plan fee.
- 2) Coverage is not all inclusive; and contains specific exclusions and limitations.
- 3) I have read and accept the terms of cancellation and arbitration stated herein.

☐ Structural (Structural Inspection required; See www.orhp.com/cres-structural)

# WHICH PLAN is right for you?

							PLAIINUW
SELLER'S Coverage	ESSENTIAL STANDARD		ULTIMATE		with Total Care and W/D/R		
	\$100	\$ 75	\$100	\$ 75	\$100	\$ 75	\$100
Included	\$475	\$515	\$615	\$645	\$675	\$705	\$800
Included	\$410	\$455	\$555	\$585	\$595	\$625	\$800
N/A	\$ 7	700	\$	815	N/	Ά	N/A
N/A	\$1,050 \$1,165		165	N/	Ά	N/A	
N/A	\$1,3	375	\$1,	565	N/	Ά	N/A
N/A	\$	715	\$ :	915	N/	'A	N/A
	Included Included  N/A  N/A  N/A	SECOVERAGE   SESSE   \$100   Included   \$475   Included   \$410	\$100 \$ 75	\$100   \$75   \$100	COVERAGE         ESSENTIAL         STANDARD           \$100 \$ 75         \$100 \$ 75           Included         \$475 \$515         \$615 \$645           Included         \$410 \$455 \$555 \$585           N/A         \$700 \$815           N/A         \$1,050 \$1,165           N/A         \$1,375 \$1,565	SIANDARD   STANDARD   STANDARD	COVERAGE         ESSENTIAL         STANDARD         OLTHWATE           \$100         \$ 75         \$100         \$ 75           Included         \$475         \$515         \$615         \$645         \$675         \$705           Included         \$410         \$455         \$555         \$585         \$595         \$625           N/A         \$ 1,050         \$ 1,165         N/A           N/A         \$ 1,375         \$ 1,565         N/A

Seller's

CO	VE	DE	n
υU	۷L	NΕ	L

**Heating System** 

ricating Cycloni	OCHCI 5				
Air Conditioner/Cooler	HVAC Option	•	•	•	•
Ductwork	\$70	•	•	•	•
Drain Line Stoppages	•	•	•	•	•
Plumbing Pipe Leaks (including polybutylene)	•	•	•	•	•
Toilets	•	•	•	•	•
Water Heater	•	•	•	•	•
Built-in Jetted Bathtub Motor & Pump	•	•	•	•	•
Recirculating Pump	•	•	•	•	•
Instant Hot/Cold Water Dispenser	•	•	•	•	•
Garbage Disposal	•	•	•	•	•
Water Pressure Regulator	•	•	•	•	•
Sump Pump	•	•	•	•	•
Electrical System	•	•	•	•	•
Exhaust, Attic, Ceiling, Whole House Fans	•	•	•	•	•
Garage Door Opener	•	•	•	•	•
Central Vacuum	•	•	•	•	•
Rekey Service	N/A	•	•	•	•
Dishwasher	•	•	•	•	•
Trash Compactor	•	•	•	•	•
Kitchen Exhaust Fan	•	•	•	•	•
Oven/Range/Cooktop	•	•	•	•	•
Built-in Microwave Oven	•	•	•	•	•
Washer/Dryer/Kitchen Refrigerator	N/A	N/A	•	•	•
Limited Roof Leak Repair	N/A	•	•	•	•
Ultimate Enhancements				•	•
Refrigerant Recapture, Reclaim and Disposal				•	•
Code Upgrades • Permits • Haul Away • Cranes				•	•
Mismatched Systems • Improper Installation				•	•
Increased Coverage for Plumbing items/ Stoppages					•
Increased Coverage for Manufacturer's Warranty					•
Modifications (with additional code upgrades)					•
Increased Coverage for zone controls and specific HVAC Systems					•
Total Care: Enhanced Slab Leak Limit / External Plumbing					•

# **TENNESSEE**

**Best Value!** 

OPTIONAL COVERAGE - HOME BUYER ONLY				
Pre-Season HVAC Tune-up	\$ 25			
Ornamental Fountain	\$ 100			
Swimming Pool/Spa Equipment (No additional charge if separate equipment)	\$ 180			
Outdoor Kitchen	\$ 125			
Additional Refrigeration Units NOT AVAILABLE WITH ESSENTIAL COVERAGE	\$ 100			
Water Softener/Reverse Osmosis Water Filtration System	\$ 75			
Well Pump	\$ 100			
Booster Pump	\$ 75			
Enhanced Slab Leak Limit / External Plumbing	\$ 100			
Septic Tank Pumping/Septic System/Sewage Ejector Pump	\$ 75			
Structural (Structural Inspection required; See www.orhp.com/cres-structural)	\$ 200			



# **SELLER'S COVERAGE INCLUDED**

Not available for multi-unit or new construction properties.

Includes all items in Standard Coverage except those indicated in the Seller's Coverage column.



# HOME SELLER'S HVAC OPTION - Only \$70

Seller's Coverage is available only in conjunction with Buyer's Coverage and has a maximum term of 180 days.



BEST VALUE!
Platinum with Total Care \$800 Industry Exclusive!



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