

# OLD REPUBLIC HOME WARRANTY

	Trade Call Fee \$100	Trade Call Fee \$60
Standard Protection	<b>\$375</b>	<b>\$399</b>

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NEW Options!**


## Florida Application



*People Helping People*

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### Standard Protection Includes\*:

- ✓ Washer/Dryer/Kitchen Refrigerator Coverage for Home Buyer
- ✓ Enhanced Drain Line Stoppage Coverage 
- ✓ Polybutylene Pipes
- ✓ Failure due to Lack of Maintenance
- ✓ Failure due to Rust and Corrosion
- ✓ Failure due to Water Heater Sediment

\*See Plan for details of coverage.

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NHSCA  
Company Code  
12H424



# Standard Coverage

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

This section of the Plan outlines Standard Coverage by trade. Universal exclusions and general limitations of liability can be found on Page 8. Coverage for Home Buyer Only unless Optional Seller's Coverage selected.

## Heating System/Ductwork Coverage

Primary gas, oil, or electric heating system, built-in wall or floor heater, heat pump♦, thermostat, ductwork and associated indoor heating equipment, accessible heat pump refrigerant lines and 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: Coverage under Central Air Conditioner/Cooler applies.

**Not Covered:** Timers/docks that do not affect the heating/cooling operation of the unit; vents; flues; fuel storage tanks; freestanding/window units; cable heat; zoning controls and related components for forced air systems; secondary drain pan; insulation; dampers; filters; diagnostic testing of or locating leaks in ductwork (including 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 (even if primary source of heat); mini-split ductless systems; use of cranes or other lifting equipment to repair or replace units/system components.

## Air Conditioner/Cooler♦ (For Ductwork, see Heating System Coverage)

Central air conditioner, wall or through the wall air conditioner and evaporative cooler, (including primary drain pan) condenser (including compressor), evaporative coil/air handler, thermostat, refrigerant lines, leaks or stoppages in accessible condensate drain lines, metering device (e.g. evaporative coil piston or thermal expansion valve). If necessary, as part of a covered replacement, we will upgrade an air conditioner system to federally mandated SEER standards.

When a condenser 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.

- 13 SEER Coverage: For systems 13 SEER or less, repair/replacement will be performed with 13 SEER equipment, including covered components required to ensure operational compatibility with existing equipment.
- R410A Coverage: For units using R22 refrigerant, repair/replacement will be performed with R410A equipment when R22 replacement equipment is not available, including covered components required to ensure system operational compatibility.

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; zoning controls and related components for forced air systems; window units; cooler pads; secondary drain pan; mini-split ductless systems; use of cranes or other lifting equipment to repair or replace units/system components. This Plan does not cover costs associated with any state regulation, please refer to Limitations of Liability 1.A.4. and 4.B.

♦Items located on the exterior or outside of the home will be covered.

## Plumbing Coverage

- Drain line Stoppages♦ which can be cleared through an accessible, existing ground level cleanout (main line) or removable p-trap (branch line) with sewer cable; including hydrojetting if stoppage is unable to be cleared with cable.
- Water, Drain, Gas or 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 & Waste Valves♦
- Water Pressure Regulator♦
- Instant Hot/Cold Water Dispenser
- Risers and Gate Valves
- Angle Stops
- Sump Pump (for ground water only)

**Not Covered:** Fixtures; faucets; hose bibbs; 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; leaks/damage caused by roots; stoppages that cannot be cleared with cable or hydrojetting; water heater heat pump attachment; holding, storage or expansion tanks; bathtub jets; tub spout or tub spout diverter; basket strainer; fire suppression systems; pop-up assemblies. In the event of a stoppage: access to drain lines from vent; removal of toilet; and costs to locate, access or install a ground level clean-out.

- NOTE:
1. Toilet tanks and bowls replaced with white builder's standard, when necessary.
  2. Valves will be replaced with chrome builder's standard, when necessary.

## Electrical Coverage

Light Switches, Electrical Outlets, Main Electrical Panel/Sub Panel♦, Breakers, Fuses and Interior Wiring, Bath Exhaust Fans, Ceiling Fans, Attic Fans, Whole House Fans.

**Not Covered:** Light fixtures, including those on ceiling fans; bulbs; ballasts; heat lamps; doorbells; telephone, audio, video, computer, intercom, and alarm security wiring and systems; low voltage relay systems; smoke detectors; inadequate wiring capacity; power surges; overload; remote controls; vents.

## Garage Door Opener Coverage

All components of the Opener Unit including motor, logic board, gear assembly, capacitor, rail assembly, sensors.

**Not Covered:** Garage doors; hinges; springs; remote transmitters; key pads.

## Central Vacuum Coverage

Power unit including motor and electrical components, dirt canister.

**Not Covered:** Attachments; removable components; accessories; hoses; vents; stoppages.

## Appliance Coverage

### Dishwasher

All components that affect the cleaning operation of the unit including the pump, motor, gasket, tub, timer, fill valve, seal, door latch, control board and touch pad.

### Trash Compactor

All components that affect the compacting operation of the unit including motor, ram assembly switch and door latch.

### Kitchen Exhaust Fan

All components that affect the exhaust operation of the unit including motor, selector switch and fan.

### Oven, Range, Cooktop, Built-in Microwave Oven

All components that affect the heating/cleaning operation of the unit including heating element, thermostat, burner, control board and touch pad. Timer and clock are covered if they affect the heating or cleaning of the unit.

Not Covered: Timers; clocks; halogen units; magnetic induction cooktops; refrigerator/oven combination unit; microwave/cooktop drawer combination unit; portable or freestanding microwave.

### Kitchen Refrigerator Coverage for Home Buyer Only.

Located in kitchen. Includes coverage for ONE built-in unit with 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, beverage dispensers and their respective equipment are covered for Kitchen Refrigerator only, providing parts are available. If parts are not available, our obligation is limited to cash in lieu of repair.

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; removable components which do not affect the primary function.

### 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.

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

Not Covered On All Appliances: Detachable components; baskets; buckets; dials; knobs; handles; door glass; lights; light sockets; light switches; pans; trays; rollers; racks; shelves; runner guards; interior lining; trim kits; vents; flues; drawers; lock and key assemblies.

## STANDARD COVERAGE PLAN LIMITS:

All Home Warranty Plans have limits to coverage. 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 Plan Term:
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#### During Seller's Coverage:

When Optional Seller's Coverage selected: Heating, Ductwork, A/C: (including water heater/heating combination units) .....\$1,500

#### During Seller/Buyer Coverage:

Plumbing pipe leaks in water, drain or gas lines located under, encased in, or covered by, concrete. Plumbing pipe leaks in Polybutylene piping .....\$1,000

#### During Buyer Coverage:

Diesel, oil, Glycol, hot water, steam, geothermal, water cooled and water source systems, and water heater/heating combination units .....\$1,500

Ductwork, air transfer systems .....\$ 500  
Kitchen Refrigerator .....\$2,500

## INCREASE YOUR COVERAGE with *Ultimate or Platinum Protection!*

Upgrading enhances Standard Coverage as indicated.

### Ultimate Protection

(Available to Home Buyer Only)

**\$475 / \$100 Trade Call Fee**

**\$499 / \$ 60 Trade Call Fee**

**Includes: Standard Coverage PLUS these enhancements:**

- 1) **Plumbing:** faucets, shower heads, and shower arms replaced with chrome builder's standard, as necessary. Interior hose bibbs. Toilet replacement up to \$600 per toilet, when necessary, including toilet seats and lids.
- 2) **Heating System:**
  - a) disposable filters, heat lamps, and cost related to refrigerant recapture, reclaim and disposal when required for diagnosis, repair or replacement of heat pumps.
  - b) Provide 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 for the use of **cranes** to complete an A/C repair/replacement.
- 10) **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 the **haul away** of a covered appliance, system or component when replacing that covered appliance, system or component.
  - d) 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. Coverage does not apply if the cause of failure of the system or appliance is solely due to the improper installation/repair/modification or mismatch condition, or 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 system is in violation of a code requirement, see 10a above.

*Best Value!*

### Platinum Protection

(Available to Home Buyer Only)

**\$525 / \$100 Trade Call Fee**

**\$549 / \$ 60 Trade Call Fee**

**Includes: Ultimate Protection (above) PLUS these additional enhancements:**

- 1) **Plumbing items:** tub spouts (replaced with chrome builder's standard, as necessary), tub spout diverter, basket strainer.
- 2) **Other Enhanced Coverage included in Platinum Protection:**  
When required to render a covered service, we will:
  - a) 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.
  - b) Provide up to \$1,000 per Plan to make necessary modifications (including code violations).
  - c) Provide up to \$500 per Plan for repair/replacement of vents/flues, as necessary, as part of a covered service.
  - d) 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, geothermal, water cooled and water sourced heating and air conditioning systems.

# Optional Home Buyer Coverage

Swimming Pool/Spa Equipment♦ .....\$160

Salt Water Equipment:  
Circuit Board and Cell♦ .....\$175

Only available with Pool/Spa Equipment Coverage

Above ground and accessible working parts and components of heating and filtration system, including heater, motor, filter, filter timer, diatomaceous filter grid, pump, gaskets, blower, timer, backwash/flush/check valve, pool sweep motor and pump, above ground plumbing pipes and wiring. **With purchase of appropriate option: salt water circuit board and cell.**

Not Covered: Remote control panel and switches; air switches; water chemistry control equipment and materials; disposable filtration mediums (sand, diatomaceous earth, filter cartridges, etc.); heat pump; valve actuator motor; salt; salt water circuit board; salt water cell; cleaning equipment including pop-up heads, turbo valves, creepy crawlers and the like.

Limited Roof Leak Repair .....\$100

The repair of specific leaks that occur in the roof 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; drain lines; flashing; skylights; patio covers; scuppers; glass; sheet metal; 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.

## 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.

Access, Diagnosis, Repair and/or Replacement of the following Options are limited as follows:	Dollar Limit per Optional Coverage Plan Term:
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Salt Water Circuit Board and Cell .....	\$ 1,500
Limited Roof Leak Repair .....	\$ 1,000
Additional Refrigeration Units (in total) .....	\$ 1,000
Ornamental Fountain Motor/Pump .....	\$ 500
Water Softener/RO Filtration System .....	\$ 500
Well Pump and/or Booster Pump .....	\$ 1,500
Enhanced Slab Leak Limit/External Pipe Leak Coverage (in total) .....	\$ 2,000
Septic System/Sewage Ejector Pump .....	\$ 500

♦ Items located on the exterior or outside of the home will be covered.

Since not every home is the same, 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 30 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 may be unavailable at time of renewal. Universal exclusions and general limitations of liability can be found on Page 8.

### Additional Refrigeration Units ..... *New!* \$ 35

COVERAGE CANNOT BE ADDED AT TIME OF RENEWAL.

Provides coverage for up to four additional refrigeration systems, such as: Additional refrigerator, wet bar refrigerator, wine refrigerator, freestanding freezer and freestanding ice maker. Freestanding ice maker includes coverage for ice maker, ice crusher, beverage dispenser and respective equipment.

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

Not Covered: 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; removable components which do not affect the primary function.

Not Covered On All Appliances: Detachable components; baskets; buckets; dials; knobs; handles; door glass; lights; light sockets; light switches; pans; trays; rollers; racks; shelves; runner guards; interior lining; trim kits; vents; flues; drawers.

### Ornamental Fountain Motor/Pump Coverage\* (Per Fountain) ..... *New!* \$ 50

Motor and pump assembly. Multiple motors/pumps contained within each fountain will be covered.

Not Covered: Water piping; electrical lines or controls; filters; filter media and cartridges.

### Water Softener/Reverse Osmosis Water Filtration System\* ... *New!* \$ 50

COVERAGE CANNOT BE ADDED AT TIME OF RENEWAL.

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; water purification systems; RO filtration system for pool/spa.

### Well Pump\* ..... \$100

### Booster Pump\* ..... \$ 50

Pump utilized for main dwelling only. Domestic use only. One well pump/booster pump per Plan.

Not Covered: Control boxes; pressure switches; capacitors or relays; cost of locating pump.

### Enhanced Slab Leak Limit External Pipe Leak Coverage\* ..... *New!* \$100

NOT AVAILABLE TO CONDOS OR MULTI-UNIT BUILDINGS. COVERAGE CANNOT BE ADDED AT TIME OF RENEWAL.

When required to render a covered service, we will:

- 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).
- Provide coverage up to \$1,000 for external pipe leaks in concrete encased or underground pipe leaks located outside the foundation of the covered structure, including water, gas and drain lines that service the main home or other structure covered by us.
- Repair or replace exterior hose bibbs and main shut off valve.

Not Covered: Faucets; sprinkler 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

NOT AVAILABLE ON NEW CONSTRUCTION PLAN

#### Septic Tank Pumping:

If a stoppage is due to 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.

# 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](http://www.orhp.com) or contact us directly at **1-800-972-5985**.

**Review the “ABC’s OF COVERAGE”** to ensure your service issue is covered by the Plan. In accordance with the terms and conditions of the Plan, we will repair or replace systems and appliances mentioned as covered and we exclude all others. Coverage is subject to limitations.

We will provide service for covered systems or appliances which malfunction 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 covered 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, 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 on the effective date of the Home Buyer’s Coverage if, at that time, the malfunction was undetectable and would not have been detectable by visual inspection and 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](http://www.orhp.com) or call us at 1-800-972-5985**

- ✓ 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 will contact you directly to schedule a 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. The TCF is due whether service is covered or denied. Essentially, when we incur a cost of service, you are responsible for a TCF. 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 in 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) We recommend that the Contractor be qualified 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 dollar amount of services required. 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 (1-877-445-6999), post (P.O. Box 5017, San Ramon, CA 94583-0917) or email to: [easyas123@orhp.com](mailto: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 send 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.

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.



# Limitations 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.

A Home Warranty 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;
  - 3. 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 and cleaning.
- C. Damage caused by people, pests, or pets.
- D. Missing components.
- E. Improper repair/installation/modification of the covered item.\*
- F. Equipment or component costs covered by an existing manufacturer/distributor/ or 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 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 water source heat pumps, including well pumps and related equipment.
- N. Matching dimensions, color (including stainless steel) or brand. We are responsible for providing installation of equipment comparable in features (features that affect the operation of the system or appliance), capacity and efficiency only.

## 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.\*
  - 2. 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.\*

**\*Additional Coverage may be available with Ultimate Protection.**

**\*\*Additional Coverage may be available with Platinum Protection.**

## 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 and tape).
- B. We do not pay for restoration of any wall 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 or in Coverage Plan Limits.
- D. We do not pay additional charges to remove or install systems, appliances, or non-related equipment in order to make a covered repair.

## 4. General Exclusions:

- A. This Plan does not cover services required as a result of:
  - 1. Accidents; water damage; failure due to power surge or overload; or structural damage or defect.
  - 2. Lightning; mud; earthquake; fire; flood; freezing; soil movement; storms; or acts of nature.
- B. Except where noted, we do not pay for upgrades; components; or equipment required due to the incompatibility 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 Contractor'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 caused by conditions beyond our control, such as parts on order or labor difficulties.
- 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;
  - 2. Damages resulting from such substances, even when caused by or related to a covered malfunction;
  - 3. Damages resulting from such substances, regardless of any event or cause that contributed in any sequence to damage or injury.

# Items 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.

**Coverage** is available to:

- ✓ Home Sellers and/or Home Buyers for single family homes, condominiums, townhomes and mobile homes that are less than 5,000 sq. ft.
- ✓ Home Buyer's Coverage is available for newly constructed homes, homes 5,000 sq. ft. or over, For Sale By Owner properties and multiple unit dwellings. Please call for quote on rates, effective dates or coverage, etc. Coverage for homes 5,000 sq. ft. or over require additional Plan fees. Coverage for homes 10,000 sq. ft. or over is not available. For any other dwelling types, please call for quote.

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 (e.g. Water Softener for Triplex = 3 x \$50 = \$150) and add to the Standard Coverage Plan fee. Common grounds and facilities are excluded.

**Home Buyer's Coverage** is effective for the term indicated on the Declaration of Coverage. Coverage is normally effective upon close of sale for a one-year term. Your Plan effective date and term may vary. The Plan fee must be received within 14 days after close of sale. If you take possession prior to close of sale (e.g. a lease option) the Plan fee is due upon occupancy and coverage will begin upon receipt of Plan fee by ORHP. We offer a 30 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 30 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 may be unavailable at time of renewal.

**Home Seller's Coverage** (for listing/escrow period): Coverage is available to Home Sellers for single family homes, condominiums, townhomes and mobile homes that are less than 5,000 sq. ft. Home Seller's Coverage is not available on homes 5,000 sq. ft. or over, For Sale By Owner properties, and multiple unit dwellings. **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.

**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 depending on the type and size of your home. 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.

**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.

**Renewal Customers:** If you have previously selected the monthly payment option and we elect to renew your Plan, we will notify you of the Plan fee and terms of renewal approximately 60 days prior to expiration of coverage. You will be automatically renewed for a one year coverage term unless you notify us in writing prior to Plan expiration. Your first payment for the next Plan term will be considered your authorization and acceptance of another one-year Plan.

**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 issuance of this Plan; 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, any other unpaid charges and a \$50 processing fee.

**Florida Residents:** You may cancel upon demand and receive a full refund without penalty within the first thirty (30) days after the effective date of the Plan. However, in the event services have been rendered, those costs will be deducted from the refund.

In the event Plan is cancelled by you after thirty (30) days, you shall be entitled to a pro rata refund of the paid Plan fee for the unexpired term less service cost and a \$20 administrative cost or 5% of the gross premium, whichever is less.

If Plan is cancelled by us, for any reason other than fraud or misrepresentation, you shall be entitled to a pro rata refund of the paid Plan fee for the unexpired term less service cost.

**Arbitration:** All disputes or claims between the parties arising out of the agreement or the parties' relationship shall be settled by final and binding arbitration held in the county of the customer's address; provided however if the claim is \$10,000 or less, either party may bring an action in small claims court if the forum has such a procedure and if the amount is within the court's jurisdictional limits. 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.

The arbitration shall be conducted by the American Arbitration Association pursuant to its rules for consumer disputes, or any other mutually agreeable arbitration service and procedures. The Company agrees to reimburse the customer for filing fees, unless the arbitrator determines that the claim is frivolous.

For claims of \$10,000 or less, the customer has the exclusive right to choose whether the arbitrator will conduct an in-person hearing, a telephonic hearing, or a "desk" arbitration wherein the arbitration is conducted solely on the bases of documents submitted to the arbitrator.

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.



# Application Plan # \_\_\_\_\_

Please give your client a sample Plan Contract.

## Select Plan Coverage (Pick One)

Coverage is for homes less than 5,000 sq. ft. • For homes 5,000 sq. ft. or over, please call for quote.

### Standard Coverage for Home Buyer

- \$375 / \$100 Trade Call Fee \$ 375 \_\_\_\_\_
- \$399 / \$ 60 Trade Call Fee \$ 399 \_\_\_\_\_

### Standard Coverage for Condo/Townhome/Mobile Home for Home Buyer

- \$355 / \$100 Trade Call Fee \$ 355 \_\_\_\_\_
- \$380 / \$ 60 Trade Call Fee \$ 380 \_\_\_\_\_

### Ultimate Protection for Home Buyer

- \$475 / \$100 Trade Call Fee \$ 475 \_\_\_\_\_
- \$499 / \$ 60 Trade Call Fee \$ 499 \_\_\_\_\_

### Platinum Protection for Home Buyer

- \$525 / \$100 Trade Call Fee \$ 525 \_\_\_\_\_
- \$549 / \$ 60 Trade Call Fee \$ 549 \_\_\_\_\_

- New Construction (Years 1-4 or 2-5) (\$100 Trade Call Fee) \$ 580 \_\_\_\_\_**

### Multi-Units (\$60 Trade Call Fee)

- Duplex-\$700  Triplex-\$1,000  Fourplex-\$1,300 (Buyer only) \_\_\_\_\_
- For cost of Optional Coverage for multiple unit buildings, multiply option cost by the number of units (i.e. Water Softener for Triplex = 3 x \$50 = \$150)

- Standard Coverage for Home Seller \$ 75 \_\_\_\_\_**
- Florida Residents: Home Warranty Companies may not provide listing period coverage free of charge. \$75 fee is due and payable at close of sale or listing termination, and will be billed accordingly.

## Select Buyer's Options

- Swimming Pool/Spa Equipment (No additional charge if separate equipment) \$ 160 \_\_\_\_\_
- Salt Water Circuit Board and Cell (Only available with Pool/Spa Equipment Coverage) \$ 175 \_\_\_\_\_
- Limited Roof Leak Repair \$ 100 \_\_\_\_\_
- Additional Refrigeration (four units total) \$ 35 \_\_\_\_\_
- Ornamental Fountain \$ 50 \_\_\_\_\_
- Water Softener/Reverse Osmosis Water Filtration System \$ 50 \_\_\_\_\_
- Well Pump \$ 100 \_\_\_\_\_
- Booster Pump \$ 50 \_\_\_\_\_
- Enhanced Slab Leak Limit/External Pipe Leak Coverage \$ 100 \_\_\_\_\_
- Septic Tank Pumping/Septic System/Sewage Ejector Pump \$ 75 \_\_\_\_\_

**TOTAL COST (Due at Close of Sale) \$ \_\_\_\_\_**

Florida Residents: Rates charged are not subject to regulation.

## To Order

Internet: [www.orhp.com](http://www.orhp.com)

Phone: 800-445-6999 • Fax: 800-866-2488

Mail: P.O. Box 5017, San Ramon, CA 94583-0917

## Covered Property

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## Home Buyer/Seller Information

Buyer Name \_\_\_\_\_

Buyer Mailing Address \_\_\_\_\_

Phone # ( ) \_\_\_\_\_

Buyer E-Mail \_\_\_\_\_

Seller Name \_\_\_\_\_

## Agent/Closing Information

**Initiating Agent Information**  Seller's Agent  Buyer's Agent

Main Office Phone # ( ) \_\_\_\_\_

RE Company Name \_\_\_\_\_ City \_\_\_\_\_

Initiating Agent \_\_\_\_\_

### Cooperating Agent Information

Main Office Phone # ( ) \_\_\_\_\_

RE Company Name \_\_\_\_\_ City \_\_\_\_\_

Cooperating Agent \_\_\_\_\_

### Closing Company Information

Closing Company Name \_\_\_\_\_ City \_\_\_\_\_

Officer \_\_\_\_\_

Main Office Phone # ( ) \_\_\_\_\_

File # \_\_\_\_\_ Estimated Close \_\_\_\_\_

## Acknowledgement

I desire:

- Coverage as indicated.
- To decline the benefits of coverage.
- To decline the Optional Coverage benefits of: \_\_\_\_\_

I agree not to 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. The real estate agent offering this Plan does so as a service to protect their client's best interest.

Signature \_\_\_\_\_ Date \_\_\_\_\_

I understand that:

- 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.

# Affordable Coverage You Can *Rely On!*

Select Plan Coverage	HOME SELLER COVERAGE	HOME BUYER COVERAGE			Standard Buyer Coverage for Condo/Townhome/Mobile Home	STANDARD
	Standard Home Seller Coverage <b>\$75</b> <small>Seller's coverage is available only in conjunction with the purchase of Coverage for Home Buyer</small>	Standard Coverage <b>\$375</b> \$100 Trade Call Fee	Ultimate Protection <b>\$475</b> \$100 Trade Call Fee	Platinum Protection <b>\$525</b> \$100 Trade Call Fee	<b>\$355 / \$100 Trade Call Fee</b>	<b>\$ 355</b>
<b>COVERED</b>				<i>Best Value!</i>	<b>\$380 / \$ 60 Trade Call Fee</b>	<b>\$ 380</b>
Primary Gas, Oil or Electric Heater	✓	✓	✓	✓	Swimming Pool/Spa Equipment (No additional charge if separate equipment) - Salt Water Circuit Board and Cell (Only available with Pool/Spa Equipment Coverage)	<b>\$160</b> <b>\$335</b> <b>\$175</b>
Air Conditioner/Cooler	✓	✓	✓	✓		
Ductwork	✓	✓	✓	✓	Limited Roof Leak Repair	<b>\$100</b>
Drain Line Stoppages	✓	✓	✓	✓	Additional Refrigeration Units (See Plan for details)	<i>New!</i> <b>\$ 35</b>
Plumbing Pipe Leaks (including Polybutylene)	✓	✓	✓	✓	Ornamental Fountain	<i>New!</i> <b>\$ 50</b>
Toilets	✓	✓	✓	✓	Water Softener/ Reverse Osmosis Water Filtration System	<i>New!</i> <b>\$ 50</b>
Water Heater	✓	✓	✓	✓	Well Pump	<b>\$100</b>
Built-in Jetted Bathtub Motor & Pump	✓	✓	✓	✓	Booster Pump	<b>\$ 50</b>
Recirculating Pump	✓	✓	✓	✓	Enhanced Slab Leak Limit/ External Pipe Leak Coverage	<i>New!</i> <b>\$100</b>
Instant Hot/Cold Water Dispenser	✓	✓	✓	✓	Septic Tank Pumping/ Septic System/Sewage Ejector Pump	<b>\$ 75</b>
Garbage Disposal	✓	✓	✓	✓	<b>Additional Plan Types For Home Buyer Only</b>	
Water Pressure Regulator	✓	✓	✓	✓	<b>New Construction (Years 1-4 or 2-5)</b>	<b>\$ 580</b>
Sump Pump	✓	✓	✓	✓	<b>\$100 Trade Call Fee</b>	
Electrical System	✓	✓	✓	✓	<b>Multiple Unit Properties</b>	
Exhaust, Attic, Ceiling, Whole House Fans	✓	✓	✓	✓	<b>\$60 Trade Call Fee</b>	
Garage Door Opener <i>New!</i>	✓	✓	✓	✓	Duplex	<b>\$ 700</b>
Central Vacuum	✓	✓	✓	✓	Triplex	<b>\$1,000</b>
Dishwasher	✓	✓	✓	✓	Fourplex	<b>\$1,300</b>
Trash Compactor	✓	✓	✓	✓	For cost of Optional Coverage for multiple unit buildings, multiply option cost by the number of units (i.e. Water Softener for Triplex = 3 x \$50 = \$150)	
Kitchen Exhaust Fan	✓	✓	✓	✓	Ultimate and Platinum Protection: Not available to Multiple Units or New Construction	
Oven/Range/Cooktop	✓	✓	✓	✓	<b>For homes 5,000 sq. ft. or over, please call for quote.</b>	
Built-in Microwave Oven	✓	✓	✓	✓		
Washer/Dryer/Kitchen Refrigerator (with Ice Maker)	✓	✓	✓	✓		
<b>Ultimate Protection</b>						
Ultimate Enhancements			✓	✓		
Refrigerant Recapture, Reclaim and Disposal			✓	✓		
Code Upgrades			✓	✓		
Permits			✓	✓		
Haul Away			✓	✓		
Cranes			✓	✓		
Improper Installation			✓	✓		
Mismatched Systems			✓	✓		
<b>Platinum Protection</b>						
Increased Coverage for Plumbing items				✓		
Increased Coverage for Stoppages				✓		
Modification (with Additional Code Upgrades)				✓		
Increased Coverage for specific HVAC Systems				✓		