

OLD REPUBLIC HOME WARRANTY

\$260 Standard Protection

\$360 Ultimate Protection

*Includes Refrigerator or Air Conditioner Coverage
for Home Buyer!**

\$460 Platinum Protection

*Most Comprehensive Coverage in the Industry!**

\$ 60 Trade Call Fee

Oregon/Washington Application



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*See Plan for coverage details.

Proudly Serving the Real Estate Industry
with Strength and Stability Since 1974



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. Please Note: Universal exclusions and limitations of liability apply.

Heating System/Ductwork Coverage

Primary gas, oil, or electric heating system ♦, built-in wall or floor heater, heat pump ♦, thermostat, ductwork, 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/clocks that do not affect the heating/cooling operation of the unit; vents; flues; fuel storage tanks; freestanding/window units; cable heat; zoning controls and respective equipment; secondary drain pan; insulation; dampers; filters; diagnostic testing of or locating 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 (even if primary source of heat); mini-split ductless systems; use of cranes or other lifting equipment to repair or replace units/system components; electronic air filters/cleaners; humidifiers and respective equipment; chillers and respective equipment; condensate drain pump.

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 (unless stoppage is due to roots).
- 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; 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; 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 ♦, Meter Base/Socket/Pedestal ♦, 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; light sockets.

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; light sockets.

Central Vacuum Coverage

Power unit including motor and electrical components, dirt canister.

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

♦ We cover items located on the exterior or outside of the home that service only the main home or other structure covered by us.

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, air gap, 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; sensi-heat burners.

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.

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:
During Seller's Coverage:	
Heating/Ductwork system (including water heater/heating combination units)	\$ 500
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's Coverage:	
Diesel, oil, Glycol, hot water, steam, radiant, geothermal, water cooled and water source systems, and water heater/heating combination units	\$ 1,500
Ductwork, air transfer systems	\$ 500
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

INCREASE YOUR COVERAGE with *Ultimate or Platinum Protection!*

Ultimate Protection (Available to Home Buyer Only) \$360

**Includes: Standard Coverage, Air Conditioner, PLUS these enhancements:
No A/C? We'll include one Kitchen Refrigerator at no additional charge!**

- 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) **Only With Purchase of Ultimate and Air Conditioner Coverage:**
 - 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 **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 and functionality. 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 condition is in violation of a code requirement, see 10a above.

Platinum Protection (Available to Home Buyer Only) \$460

Most Comprehensive Coverage Available!

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 for construction/carpentry or other related costs necessary to effect a covered repair or replacement (including the correction of code violations).
Not Covered: Restoration of any wall, ceiling, or floor coverings, cabinets, counter tops, tile, paint, or the like.
 - 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, radiant, geothermal, water cooled and water sourced heating and air conditioning systems.

Optional Home Buyer Coverage

Air Conditioner/Cooler*\$ 70

(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).

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.

- SEER Coverage: When unit/component replacement is required, we will upgrade to federally mandated SEER standards to ensure operational compatibility and functionality 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 respective equipment; 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; chillers and respective equipment; condensate drain pump.

Swimming Pool/Spa Equipment*\$135

No additional charge if separate equipment.

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, 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. **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 (e.g. chlorinators, ionizers, ozonators, etc.); disposable filtration mediums (sand, diatomaceous earth, filter cartridges, etc.); skimmer; 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; 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.

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:
Salt Water Circuit Board and Cell	\$ 1,500
Limited Roof Leak Repair	\$ 1,000
Kitchen Refrigerator	\$ 2,500
Additional Refrigeration Units (in total)	\$ 1,000
Well Pump and/or Booster Pump	\$ 1,500
Enhanced Slab Leak Limit/External Pipe Leak (in total)	\$ 2,000
Septic System/Sewage Ejector Pump	\$ 500

* We cover items located on the exterior or outside of the home that service only the main home or other structure covered by us.

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 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.

Washer/Dryer (Per Set)\$ 75

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-tub wash/dry unit; soap dispenser.

Kitchen Refrigerator Located in Kitchen\$ 50

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, 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; kegerator.

Additional Refrigeration Units\$ 50

Only available with Kitchen Refrigerator Option. 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.

Freestanding ice maker includes coverage for ice maker, ice crusher, beverage dispenser and respective equipment.

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; dual compressor units; kegerator.

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.

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.

Enhanced Slab Leak Limit External Pipe Leak Coverage*\$100

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 Pipe Leak 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 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

Basement Bath? Check out this coverage!

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 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 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, 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 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 (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 of the transfer of ownership if, at that time, 1) the malfunction was unknown to the home seller, agent, buyer, or home inspector, AND 2) 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
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) The Contractor must 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 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.

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. 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.

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.

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;
 - 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 or cleaning.
- C. Damage caused by people, pests, or pets.
- D. Missing components.
- E. Improper repair/installation/modification of the covered item.*
- F. Systems, appliances or components 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 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 water source heat pumps, including well pumps and respective 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.
- 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.

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 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 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; ice; snow; 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 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;
 - 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.

We provide coverage for single family residential-use 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 houses, casitas, and other structures are covered if appropriate fee is paid. Please call for quote. Coverage for homes 10,000 sq. ft. or over is not available. NOTE: Home Seller's Coverage is not available on homes 5,000 sq. ft. or over, multi-unit dwellings, guest houses, 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 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 (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.

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; 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.

Washington 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, or within 10 days of the delivery of the Plan to you. However, in the event services have been rendered, those costs will be deducted from the refund. A ten percent (10%) penalty per month shall be added to a refund not paid within thirty (30) days of request to cancel. If we cancel the Plan, we shall mail a written notice to you at the last known address contained in our records, at least thirty (30) days prior to cancellation. The notice shall state the reason and effective date of cancellation. Our prior notice of cancellation is not required if cancelled for the reasons stated above.

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:

- 1) 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 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 (Includes Standard Coverage for Home Seller)

- Single Family Home \$ 260 _____
- Condo, Townhome and Mobile Home \$ 240 _____

Ultimate Protection for Home Buyer (Includes Standard Coverage for Home Seller)

Buyer only: No A/C? We'll include one Kitchen Refrigerator at no additional charge!

- Single Family Home \$ 360 _____
- Condo/Townhome/Mobile Home \$ 340 _____

Platinum Protection for Home Buyer (Includes Standard Coverage for Home Seller) \$ 460 _____

- New Construction (Years 1-4 or 2-5) \$ 495 _____
- With Ultimate Protection (Years 1-4 or 2-5) \$ 615 _____

Multi-Units

- Duplex-\$435 Triplex-\$535 Fourplex-\$635 (Buyer only) _____

Multi-Units With Ultimate Protection

- Duplex-\$610 Triplex-\$750 Fourplex-\$910 (Buyer only) _____
- For cost of Optional Coverage for multiple unit buildings, multiply option cost by the number of units.

Select Buyer's Options

- Air Conditioner/Cooler (Electric) \$ 70 _____
- Swimming Pool/Spa Equipment (No additional charge if separate equipment) \$ 135 _____
- Salt Water Circuit Board and Cell (Only available with Pool/Spa Equipment Coverage) \$ 175 _____
- Limited Roof Leak Repair \$ 100 _____
- Washer/Dryer (Per Set) \$ 75 _____
- Washer/Dryer/Kitchen Refrigerator \$ 105 _____
- Kitchen Refrigerator \$ 50 _____
- Additional Refrigeration (four units total) (Only available with Kitchen Refrigerator Option) \$ 50 _____
- Well Pump \$ 100 _____
- Booster Pump \$ 75 _____
- 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) \$ _____

\$60 Trade Call Fee

To Order

Internet: 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 also acknowledge 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 An Industry Exclusive			Optional Coverage • Home Buyer Only	
	Standard Home Seller Coverage Included <small>Seller's coverage is available only in conjunction with the purchase of Coverage for Home Buyer</small>	Standard Coverage \$260 Condo/ Townhome/ Mobile Home \$240 \$60 Trade Call Fee	Ultimate Protection \$360 Condo/ Townhome/ Mobile Home \$340 \$60 Trade Call Fee	Platinum Protection \$460 \$60 Trade Call Fee		
COVERED				<i>Best Value!</i>		
Primary Gas, Oil or Electric Heater	✓	✓	✓	✓	Limited Roof Leak Repair	\$100
Ductwork	✓	✓	✓	✓	Washer/Dryer (Per Set)	\$ 75
Drain Line Stoppages	✓	✓	✓	✓	Washer/Dryer/Kitchen Refrigerator Combine and Save!	\$105
Plumbing Pipe Leaks (including Polybutylene)	✓	✓	✓	✓	Kitchen Refrigerator (Located in Kitchen. Coverage for one Freestanding or one Built-in Unit (Single or Dual Compressor), and Ice Maker.	\$ 50
Toilets	✓	✓	✓	✓	• Additional Refrigeration Units (Only available with Kitchen Refrigerator Option)	\$ 50
Water Heater	✓	✓	✓	✓	Well Pump	\$100
Built-in Jetted Bathtub Motor & Pump	✓	✓	✓	✓	Booster Pump	\$ 75
Recirculating Pump	✓	✓	✓	✓	Enhanced Slab Leak Limit/ External Pipe Leak Coverage	\$100
Instant Hot/Cold Water Dispenser	✓	✓	✓	✓	Septic Tank Pumping/ Septic System/Sewage Ejector Pump Basement Bath? Check out this coverage!	\$ 75
Garbage Disposal	✓	✓	✓	✓		
Water Pressure Regulator	✓	✓	✓	✓		
Sump Pump	✓	✓	✓	✓		
Electrical System	✓	✓	✓	✓		
Exhaust, Attic, Ceiling, Whole House Fans	✓	✓	✓	✓		
Garage Door Opener	✓	✓	✓	✓		
Central Vacuum	✓	✓	✓	✓		
Dishwasher	✓	✓	✓	✓		
Trash Compactor	✓	✓	✓	✓		
Kitchen Exhaust Fan	✓	✓	✓	✓		
Oven/Range/Cooktop	✓	✓	✓	✓		
Built-in Microwave Oven	✓	✓	✓	✓		
Ultimate Protection						
Air Conditioner/Cooler <small>Buyer only: No A/C? We'll include one Kitchen Refrigerator at no additional charge!</small>			✓	✓		
Ultimate Enhancements			✓	✓		
Refrigerant Recapture, Reclaim and Disposal			✓	✓		
Code Upgrades			✓	✓		
Permits			✓	✓		
Haul Away			✓	✓		
Cranes			✓	✓		
Improper Installation			✓	✓		
Mismatched Systems			✓	✓		
Platinum Protection						
Increased Coverage for Plumbing items				✓		
Increased Coverage for Stoppages				✓		
Modification (with Additional Code Upgrades)				✓		
Increased Coverage for specific HVAC Systems				✓		
					Additional Plan Types For Home Buyer Only	
					New Construction (Years 1-4 or 2-5)	STANDARD \$ 495 ULTIMATE PROTECTION \$ 615
					Multiple Unit Properties	
					Duplex	\$ 435 \$ 610
					Triplex	\$ 535 \$ 750
					Fourplex	\$ 635 \$ 910
					For cost of Optional Coverage for multiple unit buildings, multiply option cost by the number of units	
					Platinum Protection: Not available to Multiple Units or New Construction	
					For homes 5,000 sq. ft. or over, or guest homes, please call for quote.	