



OLD REPUBLIC HOME PROTECTION

Home Warranty Plan – *New Mexico*



Plans start at only

\$395

(See back for pricing)

No Dollar Limit on Air Conditioning Refrigerant*

People Helping PeopleSM



NHSCA
Company Code
12H424



Welcome You've come to the right place for superior

Both home sellers and buyers greatly benefit from an Old Republic Home Warranty Plan!

Home Sellers

Make your home more attractive to buyers by offering the budget protection and peace of mind that comes with an Old Republic Home Warranty Plan. Buyers can relax knowing that a covered system or appliance failure won't break the bank, and including a home warranty in your listing may help your home **sell faster... at top market value!**

In addition, **Seller's Coverage** can help you breathe easier by **reducing your risk of experiencing closing delays and incurring extra expenses** caused by home system and appliance breakdowns during the listing and selling periods.

Home Buyers

In an ideal world, buying a home should be one of the most memorable and rewarding experiences of your life. However, the headaches caused by a heating system failure or a broken refrigerator could taint those memories forever.

Safeguard your budget against expensive system and appliance failures with an Old Republic Home Warranty Plan. Enjoy exceptional **peace of mind** and keep everything running smoothly long after you've unpacked your boxes and settled into your American dream.

Whether you are selling or buying a home,

you're in excellent hands with Old Republic Home Protection and our network of experienced Service Providers. Experience peace of mind knowing that **help is just a phone call away**—24 hours a day, 365 days a year!



**Because Dishes Go in the Dishwasher
When Stuff Works**

What would you pay
without a
home warranty?

Potential out-of-pocket repair
or replacement costs for
major systems and appliances:

Item*	Repair/Replacement Cost Without a Home Warranty†
Heating System	\$318–\$3,911
Air Conditioning	\$360–\$5,100
Water Heater	\$384–\$2,331
Oven/Range	\$325–\$2,487
Refrigerator	\$294–\$1,904
Washer/Dryer	\$230–\$1,112

*Some items listed may be Optional Coverage items.
See Plan for terms and conditions of coverage.

†Costs based on actual invoices paid by ORHP in 2014.
Costs may vary in your area.

budget protection, convenience, and peace of mind.

Why choose Old Republic Home Protection?

We've provided caring, dependable service for **more than 40 years**, and our vision of "People Helping People" is reflected in our **A+ rating with the Better Business Bureau**.

How do we earn this distinction? We understand that behind every service request—every dishwasher or water heater failure—are real people with busy lives and pressing needs. We're committed to providing effective, efficient solutions that help you celebrate the joy of homeownership!

When you turn to us, our caring staff and skilled Service Providers make it their mission to get your life back to normal as quickly as possible.

People Helping People

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

We Listen – we understand there is a human side to home warranties.

We're Dependable – we want to give solutions, not excuses.

We're Helpful and Sincere – we take pride in the service we offer.

We Know – there is a difference between "company policy" and "customer service."

We Set the Premier Example – by offering comprehensive coverage and quality service at reasonable rates.

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



***We're just a phone call—
or a click—away!***

Place Applications:

Online
www.orhp.com

Phone
800.445.6999

Fax
800.866.2488

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

Place Service Requests:

Online
www.orhp.com

Phone
800.972.5985

Standard Coverage

This section of the Plan outlines Standard Coverage by trade. Please Note: Universal exclusions and limitations of liability apply. Coverage for Home Buyer Only unless Optional Seller's Coverage selected.

In this document Old Republic Home Protection Company, Inc. will hereinafter be referred to as "we, us, our, ORHP." The Home Seller/Home Buyer/Plan Holder will hereinafter be referred to as "you, your".

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, leaks or stoppages in accessible condensate drain lines. If necessary, as part of a covered replacement, we will upgrade a heat pump system to federally mandated HSPF standards.

Coverage is available for heating systems with capacity not exceeding five (5) tons per unit. There is no limit to the number of covered heating units. For heat pumps and heat pump package units: 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; inaccessible heat pump refrigerant/condensate lines.

AIR CONDITIONER/COOLER♦ (For Ductwork, see Heating System Coverage)

Central air conditioner, wall or through the wall air conditioner and evaporator cooler (including primary drain pan), condenser (including compressor), evaporator coil/air handler, thermostat, accessible refrigerant lines, leaks or stoppages in accessible condensate drain lines, metering device (e.g. evaporator coil piston or thermal expansion valve).

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

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

NOT COVERED: Gas air conditioning units; portable units; 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; failures caused as a direct result of previous sealant or alternative refrigerant use; inaccessible refrigerant/condensate lines; refrigerant recapture, reclaim and disposal.

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

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.

PLUMBING COVERAGE

- Drain line Stoppages♦ which can be cleared with sewer cable through an accessible, existing ground level cleanout (main line) or removable p-trap (branch line), or with hydrojetting if stoppage is unable to be cleared with sewer cable (unless stoppage is due to roots).
- Water, Drain, Gas, or Sewer Vent Pipe Leaks or Breaks (including Polybutylene)
- Toilet Tanks, Bowls, Flushing Mechanisms and Wax Ring Seals
- Water Heater♦ (including tankless, power vent, and direct vent unit)
- Built-in Jetted Bathtub Motor, Pump and Air Switch Assemblies
- Shower and Bathtub Valves, including Diverter Valves
- Recirculating Pump
 - Instant Hot/Cold Water Dispenser
- Garbage Disposal
 - Risers
- Stop & Waste Valves♦
 - Angle Stops and Gate Valves
- Water Pressure Regulator♦
 - Sump Pump (for ground water only)

NOT COVERED: Fixtures; faucets; Roman tub valves/faucets; showerheads, handles, arms; 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; flow restrictions in fresh water lines; water heater heat pump attachment; holding, storage or expansion tanks; bathtub jets; tub spout or tub spout diverter; shower towers; thermostatic valves; spray arms; basket strainer; fire suppression systems; pop-up assemblies; noises or odors without a related malfunction; caulking or grouting; inadequate or excessive water pressure. In the event of a stoppage: access to drain lines from vent; removal of toilet; 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 that affect the opening and closing function 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; door cables; battery back-up; balancing the door; rollers.

CENTRAL VACUUM COVERAGE

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

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



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 unit; magnetic induction unit; refrigerator/oven combination unit; microwave/cooktop drawer combination unit; portable or freestanding microwave; sensi-heat burners.

NOT COVERED ON ALL APPLIANCES: Detachable components; baskets; trash compactor buckets; dials; knobs; handles; door glass; lights; light sockets; light switches; pans; trays; rollers; racks; shelves; runner guards; interior lining; trim kits; vents; filters; 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:

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

Plumbing pipe leaks in water, drain or gas lines located under, encased in (slab leaks),
or covered by, concrete. Plumbing pipe leaks in Polybutylene piping. \$ 500

During Buyer's Coverage:

Diesel, oil, Glycol, hot water, steam, radiant, geothermal, high velocity, 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 (slab leaks),
or covered by, concrete. Plumbing pipe leaks in Polybutylene piping. \$ 500

INCREASE YOUR COVERAGE with *Ultimate or Platinum Protection!*

Ultimate Protection (Available to Home Buyer Only) \$475

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. (See Page 8, 1.N.)
- 2) **Heating System:**
 - a) disposable filters, cost related to refrigerant recapture, reclaim and disposal when required for diagnosis, repair or replacement of heat pumps.
 - b) Provide up to \$250 per occurrence for the use of **cranes** to complete a heating repair/replacement.
- 3) **Water Heater:** expansion tanks ♦.
- 4) **Dishwasher:** baskets, rollers, racks, runner guards.
- 5) **Oven/Microwave/Range/Cooktop:** racks, handles, knobs, interior lining.
- 6) **Trash Compactor:** lock and key assemblies, buckets.
- 7) **Smoke Detector:** both battery operated and hardwired systems.
- 8) **Garage Door Opener:** hinges, springs, remote transmitters, key pads.
- 9) **Air Conditioner:**
 - a) disposable filters, condensate drain pumps, secondary drain pans, window units, and costs related to refrigerant recapture, reclaim and disposal when required for diagnosis, repair or replacement.
 - b) Provide up to \$250 per occurrence for 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 **haul away** of a covered appliance, system, HVAC component, or water heater 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). \$575

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 to make necessary duct, plenum, electrical, plumbing and carpentry **modifications** and/or the correction of code violations to effect a covered repair/replacement.
NOT COVERED: Restoration of any wall, ceiling, or floor coverings, cabinets, counter tops, tile, paint, or the like. We do not provide coverage to remove or install non-related systems, appliances, or equipment in order to render a covered repair or replacement.
 - c) Increase the Standard Plan limit per Plan Term by \$1,000 (\$2,500 in total) for the repair/replacement of diesel, oil, Glycol, hot water, steam, radiant, geothermal, high velocity, water cooled and water sourced heating and air conditioning systems.

Optional Home Buyer Coverage



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
Water Softener/RO Filtration System	\$ 500
Well Pump and/or Booster Pump	\$ 1,500
Enhanced Slab Leak Limit (\$1,000)/External Pipe Leak (\$1,000)	\$ 2,000
Septic System/Sewage Ejector Pump	\$ 500

**SWIMMING POOL/SPA EQUIPMENT INCLUDES
SALT WATER CIRCUIT BOARD AND CELL ♦ . . \$180**
No additional charge if separate equipment.

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

NOT COVERED: Remote control panel and switches; air switches; water chemistry control equipment and materials (e.g. chlorinators, ionizers, ozonators, etc.); disposable filtration mediums (sand, diatomaceous earth, filter cartridges, etc.); skimmer; heat pump; valve actuator motor; salt; cleaning equipment including pop-up heads, turbo valves, 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; power center; electronic or computerized control boards that are part of a remote or automated management system (e.g. Aqualink, Compool, or the like) and any respective equipment; liners; overflow/negative edge/infinity pool motor and pump.

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.

♦ 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) ♦\$ 90

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 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; components which do not affect the primary function of the unit, such as coffeemakers, hot water dispensers, etc.; 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.

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; components which do not affect the primary function of the unit, such as coffeemakers, hot water dispensers; dual compressor units; kegerator.

Freestanding ice maker ONLY: Repair or replacement of ice makers, ice crushers, beverage dispensers and their respective equipment are covered providing parts are available. If parts are not available, our obligation is limited to cash in lieu of repair.

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; filters; flues; drawers; lock and key assemblies.

**WATER SOFTENER/ REVERSE OSMOSIS
WATER FILTRATION SYSTEM ♦\$ 75**

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

WELL PUMP ♦\$100

BOOSTER PUMP ♦\$ 75

Pump servicing only the home or other structure covered by us. Domestic use only. One well pump/booster pump per Plan.
NOT COVERED: Control boxes; pressure switches; capacitors or relays; cost of locating pump; pumps that service more than one residence.

**ENHANCED SLAB LEAK LIMIT
EXTERNAL 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/irrigation systems; swimming pool/built-in pool piping; downspout; landscape drain lines; damage due to roots.

**SEPTIC TANK PUMPING/SEPTIC SYSTEMS
INCLUDING SEWAGE EJECTOR PUMP ♦\$ 75**
NOT AVAILABLE ON NEW CONSTRUCTION PLAN

Basement Bath?
Check out this
coverage!

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

Septic System/Sewage Ejector Pump:
Aerobic pump, jet pump, grinder pump, sewage ejector pump, septic tank and line from house to tank.
NOT COVERED: Seepage pits; stoppage or damage due to roots; the cost of locating tank; chemical treatments; tile fields and leach beds; leach lines; lateral lines; insufficient capacity; level sensors/switches; control panels; associated electrical lines.

When You Need Us



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

Review the “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 perform services, and repair or replace components, systems and appliances mentioned as covered; we exclude all others. Coverage is subject to limitations.

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

- A)** Are installed for diagnosis and located within the interior of the main foundation of the home and garage (inside the load-bearing walls of the structure). Systems or appliances located on the exterior or outside of the home (including porch, patio, etc.) are not covered with the exception of 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/transfer of ownership (excludes renewal and non-real estate transaction customers) if, at that time, 1) the malfunction was unknown to the home seller, agent, buyer, or home inspector, 2) the malfunction was undetectable and would not have been detectable by visual inspection or simple mechanical test. A visual inspection of the covered item verifies that it appears structurally intact and without damage or missing parts that would indicate inoperability. A simple mechanical test consists of turning the unit on and off, verifying the unit operates without irregular sounds, smoke or other abnormal outcome.

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

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

When you place a service request, we will notify an **INDEPENDENT CONTRACTOR** (Service Provider - who is not an agent or employee of the company) who will contact you directly to schedule a 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. Covered repairs or replacements will be authorized if work can be completed at an agreed upon rate. 3) We will provide an Authorization Number for the covered services and dollar amount that we have authorized. Failure to contact us as outlined may result in denial of coverage. 4) Upon completion of the authorized services, the Contractor must provide you an itemized invoice for the authorized charges. 5) You must submit the itemized invoice, including the Authorization Number provided by us, for reimbursement. 6) A Trade Call Fee is due per trade, and will be deducted from any reimbursement provided. 7) You are expected to pay the Independent Out-of-Network Contractor directly for the services rendered and then submit the invoice to us for reimbursement. We accept invoices by fax (800.866.2488), post (P.O. Box 5017, San Ramon, CA 94583-0917) or email to: easyas123@orhp.com.

We have the sole right to determine whether a covered system, appliance or component will be repaired or replaced. We reserve the right to 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.

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

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. Any costs related to servicing systems, appliances or components covered, in whole or in part, 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 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. If feature is no longer available, our obligation is limited to equivalent unit based on available existing features. We may install a lesser capacity unit (water heater, HVAC unit, etc.), if the projected output, recovery time, or efficiency of the replacement unit is equal to or greater than that of the existing unit being replaced.
- O. Systems and appliances that have no malfunction, that have not failed due to normal wear and use, or that are not installed for diagnosis.
- P. Services requested prior to the effective date of the coverage or after the expiration date of coverage.
- Q. Services requested for Optional Coverage not purchased, or for Options not available to Home Seller.
- R. Restocking fees.

2. PERMITS AND OTHER FEES:

- A. You may be responsible for the payment of additional fees not covered according to the terms and conditions of the Plan. These fees may include, but are not limited to:
 - 1. The cost of permits and code upgrades.*
 - 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.*

3. ACCESS:

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

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; wind; storms; or acts of nature.
- B. Except where noted, we do not pay for upgrades; components; equipment; or services required due to the incompatibility 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.

*Additional Coverage may be available with Ultimate Protection.

**Additional Coverage may be available with Platinum Protection.

Items You Should Know

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:

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.**

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.

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: New Mexico Residents: If Plan is cancelled within the first 30 days of coverage, you will receive a full refund. However, if services have been rendered, service cost incurred will be deducted. If Plan is cancelled after 30 days, you will receive a pro rata refund for the unexpired term, less service cost incurred, and a \$50 processing fee. Our reasons for cancellation include 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.

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.

OLD REPUBLIC HOME PROTECTION

Please give your client a sample Plan Contract. **Plan #** _____

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** **\$ 395** _____
- ☐ **Ultimate Protection for Home Buyer** **\$ 475** _____
- ☐ **Platinum Protection for Home Buyer** **\$ 575** _____
- ☐ **New Construction (Years 1-4 or 2-5)** **\$ 595** _____
☐ **With Ultimate Protection (Years 1-4 or 2-5)** **\$ 665** _____

Multi-Units
☐ Duplex--\$650 ☐ Triplex--\$1,000 ☐ Fourplex--\$1,300 (Buyer only) _____

Multi-Units With Ultimate Protection
☐ Duplex--\$850 ☐ Triplex--\$1,300 ☐ Fourplex--\$1,700 (Buyer only) _____
For cost of Optional Coverage for multiple unit buildings, multiply option cost by the number of units.

Select Seller's Options

- ☐ Coverage for Home Seller **\$ 75** _____
Due and payable at close of sale or listing termination,
and will be billed accordingly.

Select Buyer's Options

- ☐ Swimming Pool/Spa Equipment includes Salt Water Circuit Board and Cell (No additional charge if separate equipment) **\$ 180** _____
- ☐ Limited Roof Leak Repair **\$ 100** _____
- ☐ Washer/Dryer (Per Set) **\$ 90** _____
- ☐ Washer/Dryer/Kitchen Refrigerator **\$ 120** _____
- ☐ Kitchen Refrigerator **\$ 50** _____
☐ Additional Refrigeration (four units total) (Only available with Kitchen Refrigerator Option) **\$ 50** _____
- ☐ Water Softener/Reverse Osmosis Water Filtration System **\$ 75** _____
- ☐ Well Pump **\$ 100** _____
- ☐ Booster Pump **\$ 75** _____
- ☐ Enhanced Slab Leak Limit/External Pipe Leak Coverage **\$ 100** _____
- ☐ Septic Tank Pumping/Septic System/Sewage Ejector Pump **\$ 75** _____

DUE AT CLOSE OF SALE - Includes Applicable Sales Tax **\$** _____

\$75 Trade Call Fee
See Plan for details of coverage.

Application – Order Today!

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

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.

HOME SELLER COVERAGE		HOME BUYER COVERAGE			An Industry Exclusive!
Select Plan Coverage — \$75 — Trade Call Fee		Standard Coverage	Ultimate Protection	Platinum Protection	
Standard Home Seller Coverage \$75		\$395	\$475	\$575	Best Value!
Seller's coverage is available only in conjunction with the purchase of Coverage for Home Buyer					
COVERED					
Primary Gas, Oil or Electric Heater	✓	✓	✓	✓	
Air Conditioner/Cooler	✓	✓	✓	✓	
Ductwork	✓	✓	✓	✓	
Drain Line Stoppages	✓	✓	✓	✓	
Plumbing Pipe Leaks (including Polybutylene)	✓	✓	✓	✓	
Toilets	✓	✓	✓	✓	
Water Heater	✓	✓	✓	✓	
Built-in Jetted Bathtub Motor & Pump	✓	✓	✓	✓	
Recirculating Pump	✓	✓	✓	✓	
Instant Hot/Cold Water Dispenser	✓	✓	✓	✓	
Garbage Disposal	✓	✓	✓	✓	
Water Pressure Regulator	✓	✓	✓	✓	
Sump Pump	✓	✓	✓	✓	
Electrical System	✓	✓	✓	✓	
Exhaust, Attic, Ceiling, Whole House Fans	✓	✓	✓	✓	
Garage Door Opener	✓	✓	✓	✓	
Central Vacuum	✓	✓	✓	✓	
Dishwasher	✓	✓	✓	✓	
Trash Compactor	✓	✓	✓	✓	
Kitchen Exhaust Fan	✓	✓	✓	✓	
Oven/Range/Cooktop	✓	✓	✓	✓	
Built-in Microwave Oven	✓	✓	✓	✓	
Ultimate Protection					
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				✓	
OPTIONAL COVERAGE • HOME BUYER ONLY					
Swimming Pool/Spa Equipment includes Salt Water Circuit Board and Cell (No additional charge if separate equipment)				\$ 180	
Limited Roof Leak Repair				\$ 100	
Washer/Dryer (Per Set)				\$ 90	
Washer/Dryer/Kitchen Refrigerator				Combine & Save!	\$ 120
Kitchen Refrigerator (Located in Kitchen) Coverage for one Freestanding or one Built-in Unit (Single or Dual Compressor), and Ice Maker.				\$ 50	
• Additional Refrigeration Units (Only available with Kitchen Refrigerator Option)				\$ 50	
Water Softener/ Reverse Osmosis Water Filtration System				\$ 75	
Well Pump				\$ 100	
Booster Pump				\$ 75	
Enhanced Slab Leak Limit/ External Pipe Leak Coverage				\$ 100	
Septic Tank Pumping/ Septic System/Sewage Ejector Pump				Basement Bath? Check out this coverage!	\$ 75
ADDITIONAL PLAN TYPES FOR HOME BUYER ONLY					
				STANDARD	ULTIMATE PROTECTION
New Construction (Years 1-4 or 2-5)				\$ 595	\$ 665
Multiple Unit Properties					
Duplex				\$ 650	\$ 850
Triplex				\$ 1,000	\$ 1,300
Fourplex				\$ 1,300	\$ 1,700
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.					

