





### **CRES** Preferred Coverage HOME WARRANTY PLAN | TEXAS

# Celebrating the Joy of Homeownership



**NEW! Emergency Lodging/** Portable AC or Heater Reimbursement **Option for Homebuyers** 

No dollar limit on HVAC units or refrigerant replacement for Homebuyer

Limited Roof Leak Repair -Up to \$1,500 for Homebuyer

Platinum with Total Care Upgrade Includes Enhanced Slab Leak Limit/ **External Plumbing and more!** 





**Scan for Terms** & Conditions



ompany Code



## Ensure the heart of your home never skips a beat.

### What is a home warranty?

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

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

# How does a home warranty help me?

#### Home seller benefits:

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

#### Homebuyer benefits:

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

# **Home Warranty Advantages**



#### Protect your budget

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



#### We're always open!

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



#### Reduce stress, save time

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



#### **Renewable coverage**

Don't let your valuable coverage expire. Renew your home warranty each year.

# **Terms & Conditions**



You deserve complete transparency when it comes to your home warranty coverage.

Visit www.orhp.com/view-a-current-brochure or scan the QR code to see a sample contract, complete with the terms and conditions of your plan!



# **Typical Home Repair/Replacement Costs**

You could pay hundreds, even thousands, of dollars without an Old Republic home warranty. Reduce your risk of unplanned expenses and increase your peace of mind with the most comprehensive coverage in the industry.



\*Some items listed may be Optional Coverage. Costs shown are based on actual invoices paid by Old Republic Home Protection in 2022; retail costs may be higher. Costs may vary in your area. See Plan details for terms and conditions of coverage.



## **Coverage for every home**—and every budget!



### Seller's Coverage

When you're selling your home, the last thing you need is for its systems and appliances to malfunction—that's why Seller's Coverage is so important. Home sellers can enjoy peace of mind during the listing period and may attract more buyers and better offers to their listing.



### New Construction Plan

Plan holders can enjoy four years of home warranty protection—either for years 1–4 or years 2–5—when they purchase a newly constructed home!



### Optional Coverage for Homebuyers

Tailor your plan to the unique needs of your home by adding one of our optional coverage choices. From additional refrigerators to swimming pool/spa equipment, we've got the options you need!

# **The Old Republic Difference**

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

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

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

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

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

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

We Set the Premier Example. We offer comprehensive coverage and quality service at reasonable rates.

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

# Silver Coverage

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

Coverage is subject to the Terms and Conditions of Coverage summarized herein, and in the Plan Contract that will be sent to the Homebuyer upon payment of Plan fee.

#### Heating System/Ductwork Coverage+

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

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

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

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

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

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

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

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

#### Limited Pest Control Coverage

Treatment within the interior of the main foundation of the home and garage for the following pests:

Ants	<ul> <li>Centipedes</li> </ul>	<ul> <li>Clover Mites</li> </ul>	<ul> <li>Crickets</li> </ul>	<ul> <li>Earwigs</li> </ul>	<ul> <li>Mice</li> </ul>
<ul> <li>Millipedes</li> </ul>	<ul> <li>Pill bugs</li> </ul>	<ul> <li>Roaches</li> </ul>	<ul> <li>Silverfish</li> </ul>	<ul> <li>Sow bugs</li> </ul>	<ul> <li>Spiders</li> </ul>

NOT COVERED: Fire/pharaoh/carpenter ant varieties; continuous treatment programs; cost to fumigate, including tenting the home; rodent proofing; German roaches; bed bugs; termites.

#### **Plumbing Coverage**

- Drain line stoppages (either branch or main) that can be cleared with a sewer cable through an accessible ground level cleanout, drain, or removable p-trap. If stoppage cannot be cleared with sewer cable, coverage includes hydrojetting through listed access points.
- Water, gas, supply/drain/sewer vent pipe leaks or breaks (including polybutylene)
- Toilet tanks, bowls, flushing mechanisms, and wax ring seals
- Water heater + (including tankless, power vent, and direct vent unit)
- Built-in jetted bathtub motor, pump, and air switch assemblies
- Shower and bathtub valves, including diverter valves
- Recirculating pump
- Garbage disposal
- Stop and waste valves◆
- Water pressure regulator+
- Angle stops and gate valves

· Built-in instant hot/cold water dispenser

Built-in sump pump (for ground water only)

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

Risers

NOTE: 1. Toilet tanks and bowls replaced with white builder's standard. 2. Valves replaced with chrome builder's standard.

#### Electrical Coverage Includes smart and/or Wi-Fi-enabled items.

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

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

#### Garage Door Opener Coverage

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

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

#### **Central Vacuum Coverage**

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

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

#### Rekey Service Coverage for Homebuyer Only.

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

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

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

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

#### **Appliance Coverage**

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

Trash Compactor

Kitchen Exhaust Fan

Oven, Range, Cooktop, Built-in Microwave Oven

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

#### Limited Roof Leak Repair Coverage for Homebuyer Only.

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

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

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

#### **Coverage Plan Limits:**

All home warranty plans have limits to coverage. We have clearly identified our limits for your convenience. For multi-unit dwellings, limits are per dwelling.

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Access, diagnosis, repair, attempted 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, or covered by, concrete (slab leaks). Plumbing pipe leaks in polybutylene piping	\$ 500
Water heater	\$5,000
Doorbells	\$ 500
Appliance Limit (Per appliance)	\$3,000
During Buyer's Coverage:	
Diesel, oil, glycol, hot water, steam, radiant, geothermal, high velocity, water cooled and water-sourced systems, and water heater/heating combination units	\$1,500
Platinum with Total Care increases limit to	\$2,500
Ductwork, air transfer systems	\$ 500
Doorbells	\$ 500
Plumbing pipe leaks in water, drain or gas lines located under, encased in, or covered by, concrete (slab leaks). Plumbing pipe leaks in polybutylene piping	\$ 500
Water heater	\$5,000
Appliance Limit (Per appliance)	\$3,000
Gold Coverage increases limit to	\$5,000
Platinum with Total Care increases limit to	\$7,000
Limited Roof Leak Repair	\$1,500

### **INCREASE YOUR COVERAGE**

## Gold Coverage (Available to Homebuyer Only)

Includes Silver Coverage, Washer/Dryer, Kitchen Refrigerator, PLUS these enhancements:

- Plumbing: faucets, Roman tub valves/faucets, showerheads, and shower arms replaced with chrome builder's standard. Interior hose bibbs. Toilet replacement up to \$600 per toilet, per occurrence. Reverse osmosis water filtration faucet/tap only covered with purchase of optional Water Softener Coverage.
- 2) Heating System:
- a) disposable filters, costs related to refrigerant recapture, reclaim, and disposal when required for diagnosis, repair, or replacement of heat pumps.
- b) Provide up to \$250 per occurrence for the use of cranes to complete a heating repair/replacement.
- 3) Water Heater: expansion tanks ←.
- Appliance Limit (Per appliance): Increase the Plan limit per Plan term by \$2,000 (\$5,000 in total) for the repair/replacement of a covered appliance.
- 5) Dishwasher: baskets, rollers, racks, runner guards.
- 6) Oven/Microwave/Range/Cooktop: racks, handles, knobs, interior lining.
- 7) Trash Compactor: lock and key assemblies, buckets.
- Smoke Detector (including smart and/or Wi-Fi-enabled): both battery operated and hardwired systems.
- 9) Garage Door Opener: hinges, springs, remote transmitters, key pads.
- 10) Air Conditioner:
- a) disposable filters, condensate drain pumps, secondary drain pans, window units, and costs related to refrigerant recapture, reclaim, and disposal when required for diagnosis, repair, or replacement.
- b) Provide up to \$250 per occurrence for any cost related to the use of cranes to complete an A/C repair/replacement.
- 11) Other Enhanced Coverage included in Gold Coverage: When required to render a covered repair or replacement, we will:
- a) Provide up to \$250 per Plan to correct code violations.
- b) Provide up to \$250 per occurrence for required permits.
- c) Provide up to \$100 per occurrence for haul away of a covered appliance, system, HVAC component, or water heater when replacing that covered appliance, system, or component.
- d) When required to render a covered repair or replacement, we will correct an **improper** installation/repair/modification of a system, or appliance, or correct any mismatch condition in terms of capacity/efficiency in order to ensure system operational compatibility and functionality. Coverage does not apply if the system is the wrong size 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 11a above.

### **MOST COMPREHENSIVE COVERAGE AVAILABLE** Platinum with Total Care

(Available to Homebuyer Only) Includes Silver Coverage, Gold Coverage, Washer/Dryer,Kitchen Refrigerator, PLUS these enhancements:

- 1) Plumbing items: Faucet replacement up to \$500 per faucet, \$1,000 in total per Plan term; tub spouts (replaced with chrome builder's standard), tub spout diverter, basket strainer. When required to render a covered service, we will provide up to \$250 per Plan to clear stoppages due to roots or toward removal of toilets or other access to clear a stoppage, including cost to install a ground level cleanout.
- NOT COVERED: Collapsed or broken lines outside the main foundation; excavation.
   Appliance Limit (Per appliance): Increase the Plan limit per Plan term by \$2,000 (\$7,000 in total) for the repair/replacement of a covered appliance.
- Other Enhanced Coverage included in Platinum with Total Care and only when required to render a covered service, we will:
- a) Provide up to \$1,000 per Plan to make necessary duct, plenum, electrical, plumbing, and carpentry modifications, including necessary relocation of covered equipment and/or the correction of code violations to affect a covered repair/replacement.
   NOT COVERED: Restoration of any wall, ceiling, or floor coverings, cabinets, counter tops, tile, paint, or the like. We do not provide coverage to remove or install non-related systems, appliances, or equipment in order to render a covered repair or replacement.
- b) Increase the Plan limit per Plan term by \$1,000 (\$2,500 in total) for the repair/replacement of diesel, oil, glycol, hot water, steam, radiant, geothermal, high velocity, water cooled and water-sourced heating and air conditioning systems.
- c) Provide up to \$500 per Plan toward zone controls and respective equipment.
- 4) For items under Manufacturer's Warranty: We provide coverage for labor and other specified costs for covered repairs/replacement, but not for equipment or component costs covered by an existing manufacturer/distributor/other warranty.
- 5) Includes Enhanced Slab Leak and External Plumbing Coverage (See Optional Coverage, page 4, for details.)

# Optional Homebuyer Coverage

Since every home is different, Optional Coverage outlined in this section is available to meet the needs of your specific home. Optional Coverage may be added up to 60 days after close of sale, except the Structural Option, which must be ordered prior to close of sale. For homes not going through a real estate transaction, Optional Coverage cannot be added after the initial payment of Plan fee. Please note: Universal exclusions and limitations of liability apply.

#### Pre-season HVAC Tune-up

Not available to guest homes/casitas.

We will perform one A/C pre-season tune-up between February and April and one heating system pre-season tune-up between September and November. You are responsible for requesting the tune-up during the pre-season period.

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

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

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



#### Ornamental Fountain/Waterfall Motor/Pump+

Including pond and pool fountains; cost per fountain.

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

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

### Swimming Pool/Spa Equipment

including Saltwater Circuit Board and Cell 
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/auto fill valve, pool sweep motor and pump/booster pump, above ground plumbing pipes and wiring, control panel. Coverage also includes spa blower, saltwater circuit board and cell.

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

#### Solar Pool and/or Spa Components+

Only available with Pool/Spa Equipment Coverage.

All above ground parts including pump, valves, solar panels, controller, and tank.

NOT COVERED: Pipe insulation; mounting brackets; passive solar heating and cooling systems.

#### Solar Hot Water System Equipment+

All above ground parts including pump, valves, solar panels, controller, and tank.

NOT COVERED: Pipe insulation; mounting brackets; passive solar heating and cooling systems.

#### **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, attempted repair, and/or replacement of the following items are limited as follows:	Dollar limit per Plan term:
Ornamental Fountain/Waterfall Motor/Pump	\$ 500
Swimming Pool/Spa/Saltwater Equipment (In Total)	\$ 3,000
Saltwater Circuit Board and Cell limited to	\$ 1,500
Solar Pool and/or Spa Components	\$ 1,500
Solar Hot Water System Equipment	\$ 1,500
Outdoor Kitchen	\$ 1,000
Washer/Dryer/Kitchen Refrigerator (Per appliance)	\$ 3,000
Additional Refrigerator/Freezer Units (In Total)	\$ 1,000
Appliance Limit Upgrade (Per appliance)	\$ 2,000
Water Softener/RO Filtration System	\$ 500
Well Pump and/or Booster Pump	\$ 1,500
Enhanced Slab Leak Limit (\$1,000)/External Plumbing (\$1,000)	\$ 2,000
Septic System/Sewage Ejector Pump	\$ 500
Structural	\$10,000
Emergency Lodging (\$200/night) Portable A/C or Heater (\$100/day)	\$ 1,000
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We cover items located on the exterior or outside of the home that service only the main home or other structure we cover.

#### **Outdoor Kitchen**+

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

**NOTE:** Faucet replaced with chrome builder's standard.

NOT COVERED: Unless mentioned as covered, all Silver Coverage and Additional Refrigerator/Freezer Units Coverage exclusions apply.

#### Washer/Dryer (Per Set) Included in Gold & Platinum with Total Care.

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

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

#### **Kitchen Refrigerator**

Located in kitchen. Included in Gold & Platinum with Total Care.

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.

**<u>NOTE:</u>** Repair or replacement of ice makers, ice crushers, cold beverage dispensers and their respective equipment (including ice bucket) are covered for kitchen refrigerators only providing parts are available and unit is repairable. If these parts are not available or unit is not repairable, our obligation is limited to payment in lieu of repair equal to the cost of repair if unit had been repairable.

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

#### **Additional Refrigerator/Freezer Units**

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

Freestanding ice maker ONLY: Repair or replacement of ice makers, ice crushers, beverage dispensers and their respective equipment are covered providing parts are available. If these parts are not available or unit is not repairable, our obligation is limited to payment in lieu of repair equal to the cost of repair if unit had been repairable.

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

#### Appliance Limit Upgrade For Silver or Gold Coverage.

An additional \$2,000 will be applied toward the coverage plan limits for the diagnosis, repair, or replacement of kitchen appliances, clothes washer and dryer, kitchen refrigerator, and additional refrigeration units.

LIMITS: The applicable Buyer's Coverage Options for the Washer/Dryer, Kitchen Refrigerator, and/or Additional Refrigerator/Freezer Units must be purchased or included in the contract. All other terms and conditions of coverage apply.

#### Water Softener/Reverse Osmosis Water Filtration System +

Water softener/reverse osmosis system (for drinking water), including smart and/or Wi-Fienabled systems, and their respective equipment.

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

#### Well Pump+

#### Booster Pump+

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

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

#### Enhanced Slab Leak Limit/External Plumbing+

When required to render a covered service, we will:

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

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

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

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

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

#### Septic System/Sewage Ejector Pump:

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

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

#### Structural

For single family detached homes only. Not available to new construction or mobile homes. Coverage must be ordered prior to close of sale and is available for the first year of the Plan term only. Option is not renewable.

Upon receipt of the completed, signed Home Inspector Checklist, and payment of the additional Plan fee, we will diagnose, repair, or replace covered structural system components listed as functional on the checklist (available at www.orhp.com/cres-structural) provided: a) there is an actual or anticipated failure of a covered component; b) the failure will vitally affect the use of the home for residential purposes; and c) the covered component was in place, functional, and permanently installed within the perimeter of the home on the effective date of this Plan. Maximum coverage per Plan is \$10,000.

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

**NOT COVERED:** Failure due to earthquake, weather, flood, land subsidence, soil movement, slope failure, and acts of nature; pest damage; improper construction; substandard building materials; design flaw; modifications that weaken a structural component or that compromise the structural integrity of the dwelling; or the failure of any component or system not listed as a covered item or defects discovered prior to the effective date of this coverage. Upgrades required by code, cosmetic defects, and consequential loss or damage are not covered.

### Emergency Lodging/Portable AC or Heater Reimbursement - NEW!

Homebuyer will be reimbursed by ORHP, upon receiving a copy of an acceptable paid receipt up to the aggregate of \$1,000 per Plan term, for a hotel or motel stay if the primary residence is rendered uninhabitable due to a covered failure beyond the Plan Holder's control, and as a result of one of the following: a) complete loss of heating or cooling for 24 hours or more from the time of the first visit by the Service Provider solely because of delays in the availability of the required parts necessary to complete the repair, or b) when a sudden break in a water pipe results in flooding (defined as an overflowing areas of the residence), and the removal of the water from the residence by a water removal company is delayed by 24 hours or more from the time the documented service request was made to the water removal company.

LIMITS: Reimbursement will be provided for up to a maximum of \$200 per night (including taxes and fees) for a total of \$1,000 aggregate per Plan term. The Plan Holder may alternatively request up to a maximum of \$100 per day up to \$1,000 aggregate per plan term for reimbursement of a portable air conditioning unit or heater rental or purchase.

# When You Need Us

Please take a moment to familiarize yourself with your home warranty Plan Contract. Keep it handy because it will save you time and money. You can also get this information at <u>www.orhp.com</u>.

The "ABCs of Coverage." 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 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 structure's load-bearing walls). Systems or appliances located on exterior walls or outside of the home (including a porch, patio, etc.) are not covered except those items indicated 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 that existed at the effective date/transfer of ownership (excluding renewal and non-real estate transaction customers) if, at that time, the malfunction was:

1) unknown to the home seller, agent, buyer, or home inspector,

 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, and verifying the unit operates without irregular sounds, smoke, or other abnormal outcomes.

#### Place service requests online at www.orhp.com/requestservice

- ✓ We accept service requests 24 hours a day, 365 days a year.
- We select and dispatch a Service Provider after receiving your service request.
- We will not reimburse you for services performed without our prior authorization.

When you request service, we will notify a Service Provider (an Independent Contractor who is not an agent or employee of ORHP). The Service Provider will contact you directly to schedule a mutually convenient appointment during normal business hours. Under normal circumstances, our service effort will be initiated within 48 hours. Throughout the service effort, we urge you to take reasonable measures to prevent secondary damage (e.g., turning off the 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 of placing your service request. An emergency is defined as a service issue resulting in:

- 1) No electricity, gas, water, or toilet facilities in the entire home;
- 2) A condition that immediately endangers health and safety;
- 3) A condition that interferes with the healthcare support of occupants; and/or4) 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 difficulties during the service process, you can contact the Service Provider or contact us directly for assistance.

A Trade Call Fee (TCF) is due at the time you request service for each trade dispatched (plumbing, electrical, appliance, heating/air conditioning, etc.). Service work is guaranteed for 30 days. The TCF is due whether service is covered or denied.

A TCF may be due if you are not present at the scheduled appointment time, cancel your request after the Service Provider is en route to your home, or request a second opinion. Failure to pay the TCF may result in the suspension of coverage until the proper fee is paid. At that time, coverage will be reinstated, but the term will not be extended. We will not respond to a new service request until all previous TCFs are paid.

**Our extensive network of Service Providers** deliver reputable and unbiased service at fair and reasonable rates. Our network, however, is not all-inclusive for every trade in every town nationwide. Therefore, we may request or authorize you to contact an Independent Out-of-Network Contractor directly to obtain service.

An Independent Out-of-Network Contractor may be authorized to diagnose or perform service if these requirements are met:

- 1) The Contractor should be qualified, licensed, insured, and charge fair and reasonable rates for parts and service.
- 2) Once the Contractor is at the home, and before rendering service, they must call our Authorization Department (800.858.4488) with the diagnosis and a breakdown of required services (including parts and labor). If we agree with the Contractor's rate, we will authorize the covered repairs or replacements. We reserve the right to request a second opinion or reimburse you our cost, which may be less than retail.
- 3) We will provide an authorization number for the covered services and the dollar amount 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 with an itemized invoice for the authorized charges.
- 5) You must submit the itemized invoice for reimbursement, including the authorization number we provided. If you do not follow the guidelines as provided, we are not obligated to reimburse you, or we may reimburse you our cost, which may be less than retail.
- 6) A Trade Call Fee is due for each service request by trade and will be deducted from any reimbursement provided.
- 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 at <u>easyas123@orhp.com</u>.

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

We reserve the right to provide payment in lieu of repair or replacement in the amount of our actual cost. The payment amounts are 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 after you accept payment in lieu of service.

To facilitate payment and ensure continued coverage of the system or appliance for which we provide a payment in lieu settlement, either during the current or future term of coverage between you and us, you must send proof of repair or replacement that meets our reasonable satisfaction to <u>cashsettlement@orhp.com</u>. We typically issue a check within two weeks after we receive the verification.

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

# Limits of Liability

It is important that you understand the Plan coverage and its limitations, as they may affect the coverage 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:
  - A malfunction due to missing components or equipment;
     A malfunction due to the lack of capacity or incorrect sizing of the existing
    - A mainunction due to the lack of capacity of incorrect sizing 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 the repair or replacement of systems, appliances, or components covered, in whole or in part, by an existing manufacturer/ distributor/ or other warranty.\*\* With purchase of 4-YR New Construction Plan: We provide coverage for labor and other specified costs for covered repairs/ replacement, but not for equipment or component costs covered by an existing manufacturer/distributor/other warranty.
- G. Repair, replacement, installation, or modification of any covered system or component for which a manufacturer has issued a warning, recall, or other design flaw or determination of defect.
- H. Cosmetic or other defects that do not affect the functioning of the unit.
- I. Solar systems and components, including holding tanks.
- J. Electronic, computerized, pneumatic, energy, smart-home, or manual management systems.
- K. Systems or appliances classified by the manufacturer as commercial, or commercial equipment modified for domestic use.
- L. Electrolysis.
- M. Outside or underground piping and components for geothermal and watersourced heat pumps, including well pumps and respective equipment.
- N. Matching dimensions, color, or brand. For appliance replacements, we will make reasonable effort to match color/finish whenever possible, up to the available dollar limit. We are responsible for providing installation of equipment comparable in features (that affect the operation of the system or appliance), capacity, and efficiency only. If feature is no longer available, our obligation is limited to equivalent unit based on available existing features. We may install a lesser capacity unit (water heater, HVAC unit, etc.) if the projected output, recovery time, or efficiency of the replacement unit is equal to or greater than that of the existing unit being replaced.
- O. Systems and appliances that have no malfunction, that have not failed due to normal wear and use, or that are not installed for diagnosis.
- P. Services requested prior to the effective date of the coverage or after the expiration date of coverage.
- Q. Services requested for Optional Coverage not purchased, or for Options not available to Home Seller.
- R. Restocking and return shipping fees.

#### The cost of construction, carpentry, or other modifications made necessary by existing or installing different equipment.\*\*

Relocation of equipment.\*\*
 Costs related to refrigerant recapture, reclaim, and disposal.\*

2. PERMITS AND OTHER FEES:

are not limited to:

#### 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 payment in lieu of repairs.

A. You may be responsible for the payment of additional fees not covered

1. The cost of permits and code upgrades.\*

replaced under the terms of coverage.\*

3. The cost for cranes\* or other lifting equipment.

according to the terms and conditions of the Plan. These fees may include, but

2. The cost to haul away components, systems, or appliances that have been

- B. We do not cover the restoration of any wall, ceiling, or floor coverings, cabinets, counter tops, tile, paint, or the like.
- C. We are not responsible for providing or closing access to covered items, except as noted above and in Coverage Plan Limits.
- D. We do not provide coverage to remove or install non-related systems, appliances, or equipment in order to render a covered repair or replacement.
- E. We do not excavate or backfill.

#### 4. GENERAL EXCLUSIONS:

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

- \*Additional Coverage may be available with Gold Coverage.
- \*\*Additional Coverage may be available with Platinum with Total Care.

# Things You Should Know

Coverage is subject to the Terms and Conditions of Coverage summarized herein and in the Plan Contract that will be sent to the Homebuyer upon payment of the Plan fee.

Please see Cancellation and Arbitration clause below.

#### **Plan Effective Dates:**

Your Plan term (effective and expiration dates) is indicated on the Declaration of Coverage that is sent to you upon receipt of payment.

We provide coverage for single-family, residential-use (including condominium, townhome, manufactured, or mobile home) resale and new construction homes less than 5,000 sq. ft., unless amended by us before the effective date of coverage. Resale and new construction homes 5,000 sq. ft. or more, multiple units, mother-in-law units, guest homes, casitas, ADUs, and other structures are covered if the appropriate fee is paid. Please call us for a quote. We do not provide coverage for homes that are 10,000 sq. ft. or more.

NOTE: Seller's Coverage is not available on homes 5,000 sq. ft. or more, multi-unit dwellings, guest homes, casitas, properties not going through a real estate transaction, for sale by owner properties, and lease-purchase properties.

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

If the Plan coverage 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. To calculate the cost of Optional Coverage, multiply the option cost by the number of units. Common grounds and facilities are excluded.

#### Homebuyer's Coverage

Homebuyer's Coverage is effective during the term indicated in the Declaration of Coverage. Coverage is normally effective upon close of sale for a one-year term. Your Plan's effective date and term may vary. **The Plan fee must be received within 30 days after the close of sale**. If you take possession of the home before the close of sale (or obtain possession through rental or lease agreement), the Plan fee is due upon occupancy and coverage will begin when ORHP receives the Plan fee. 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 will be issued to confirm the coverage provided.

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

Seller's coverage is available only in conjunction with the purchase of coverage for the Homebuyer. Coverage becomes effective the day we receive the application, and continues until the expiration of the initial listing period (up to 180 days), close of sale, or listing termination, whichever occurs first. If it is determined at any time that Homebuyer's Coverage will not be purchased through ORHP, the Seller's Coverage will be immediately canceled. Should the close of sale not occur within 180 days, 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 after we receive payment. The effective date will be confirmed in the Declaration of Coverage. Optional Coverage cannot be added after the initial payment of the Plan fee. **Pre-existing conditions are not covered.** 

#### **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 the terms of renewal approximately 60 days before your coverage expires. To ensure there is no lapse of coverage, payment must be received before the Plan's expiration. Plan fees may increase upon renewal. Upon renewal, a \$5 per transaction convenience fee will be charged to the Plan Holder who chooses installment payments.

We also offer the convenience of automatic renewal. When you select automatic renewal, you authorize us to continue charging your credit card on file, ensuring that your coverage renews automatically. If you would like to change your payment preference or remove the automatic renewal provision, contact us at <u>cancellation@orhp.com</u>.

#### Transfer by Plan Holder:

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

**Cancellation:** 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. If Plan is canceled 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 canceled after 30 days, you will receive a pro rata refund for the unexpired term, less service cost incurred, and a \$50 processing fee. If Plan is canceled by us, you will be entitled to a pro rata refund for the unexpired term, less service cost incurred. If a refund calculation results in you owing us for services rendered, we will bill you the net amount due or the unpaid Plan Contract fee, whichever is less.

This contract is issued pursuant to a license granted by the Texas Department of Licensing and Regulation, and complaints in connection with this contract may be filed online at www.tdlr.texas.gov/complaints. The purchase of a home warranty contract is optional and similar coverage may be purchased through other residential service companies or insurance companies authorized to transact business in Texas.

YOU THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

Purchaser's Signature

Date

Dispute Resolution: Most of your concerns about the Plan can be addressed simply by contacting us at 800.972.5985. In the event we cannot resolve any dispute with you, this Plan will be subject to the Arbitration Provision. Please read it carefully. Under this provision, you will be giving up certain rights to have a dispute settled in court and/or settled as a part of a multi party or class proceeding.

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

**Arbitration:** By entering into this Agreement the parties agree and acknowledge that all disputes they have that involve us, or arise out of actions that we did or did not take, shall be arbitrated as set forth herein as long as the claim is in excess of the applicable small claims court jurisdictional limit. The parties further agree that they are giving up the right to a jury trial, and the right to participate in any class action, private attorney general action, or other representative or consolidated action, including any class arbitration or consolidated arbitration proceeding.

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

- 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 arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court of proper jurisdiction.

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



#### Select Plan Coverage (Choose One)

Coverage is for homes less than 5,000 sq. ft. For homes 5,000 sq. ft. or more, visit us at www.orhp.com or scan the QR code for a quote.

HOMEBUYER COVERAGE	13-MONTH Plan	2-YEAR Plan*		
Silver Coverage Single Family Home Condo/Townhome/Mobile Home	□\$ 560 □\$ 505			
Gold Coverage With Washer/Dryer/Kitchen Refrigerator Single Family Home Condo/Townhome/Mobile Home	□\$ 780 □\$ 710	— , , , , , , , , , , , , , , , , , , ,		
Platinum with Total Care With Washer/Dryer/Kitchen Refrigerator Single Family Home Condo/Townhome/Mobile Home	□\$1,095 □\$1,050			
Multi-units - 13-Month PlansSilver CoverageDuplex-\$880Triplex-\$1,250Fourplex-\$1,625Gold CoverageDuplex-\$1,230Triplex-\$1,750Fourplex-\$2,270				
New Construction (Years 1-4 or 2-5)Silver Coverage\$825Gold Coverage\$1,150				

#### HOME SELLER'S SILVER COVERAGE OPTION

Old Republic Home Protection pays an advertising fee to

or can be purchased from other home warranty providers.

CRES to market our qualified home warranty products to the general public. The purchase of a home warranty is optional

\*Available only for homes going through a real estate transaction.



### **TEXAS APPLICATION**

Scan to

Internet: www.orhp.com | Phone: 800.445.6999 Mail Application and Check to:

Order Online!

P.O. Box 7500, San Francisco, CA 94120-7500

#### **HOMEBUYER'S OPTIONS**

To determine Optional Coverage cost for multiple unit buildings, multiply option cost by the number of units.

	13-MONTH	2-YEAR*
Pre-season HVAC Tune-up	□\$ 25	□\$ 50
Ornamental Fountain/Waterfall	□\$100	□\$100
Swimming Pool/Spa Equipment includes Saltwater Circuit Board and Cell (No additional charge if separate equipment)	□\$240	□\$480
Solar Pool/Spa Components (Only available with Pool/Spa Equipment Coverage)	□\$250	□\$250
Solar Hot Water System	□\$250	□\$250
Outdoor Kitchen	□\$125	□\$125
Washer/Dryer/Kitchen Refrigerator	□\$130	□\$200
Washer/Dryer (Per Set)	□\$ 90	□\$140
Kitchen Refrigerator	□\$ 50	□\$ 80
Additional Refrigerator/Freezer Units (Only available with Kitchen Refrigerator Option)	□\$ 50	□\$ 75
Appliance Limit Upgrade for Silver or Gold Coverage	□\$100	□\$200
Water Softener/Reverse Osmosis Water Filtration System	□\$ 75	□\$ 75
Well Pump	□\$100	□\$100
Booster Pump	□\$ 75	□\$ 75
Enhanced Slab Leak Limit/External Plumbing	□\$100	□\$200
Septic Tank Pumping/Septic System/Sewage Ejector Pump	□\$ 75	□\$ 75
Emergency Lodging/Portable AC or Heater Reimbursement - <b>NEW!</b>	□\$ 75	□\$150
$\begin{array}{l} Guest \ Home/Casita - With \ Gold \ Coverage \ (Up \ to \ 2,500 \ sq. \ ft.) \\ For optional coverage, add pricing indicated above. \ If the combined square footage of the main home and guest home/casita is 5,000 \ sq. \ ft. \ or more, call us for a quote. \end{array}$	□\$340	□\$680
Structural (Structural Inspection required; See www.orhp.com/cres-structural)	□\$200	□\$200
PLAN TOTAL Includes applicable sales tax	\$	

#### \$100 Trade Call Fee

Covered Property:		City		State		Zip
Homebuyer/Seller:		Oity		otate		Δip
Buyer's Name		Buyer's email				Buyer's Phone #
Buyer's Mailing Address (If different from Covered Property)	City	State	Zip	Seller's Name		Seller's Email
Agent Information:						
Initiating Agent Name	Main Office	e Phone #	Real Estate	Company Name		Initiating Agent Email
Cooperating Agent Name Main	Office Phone #	Real Estate (	Company Name			Cooperating Agent Email
Closing Information: Closing Company Main Offic	e Phone # Closing (	Officer Name		Officer Email	 File #	Estimated Close Date
Accontance or Waiver	ernone # Closing (		Closing C		FILE #	

□\$75

#### Acceptance or Waiver

 $\hfill\square$  I ACCEPT the home warranty coverage and options I have selected above.

□ I DECLINE the benefits of this coverage. I agree not to hold the real estate company, broker and/or agents liable for the service, repair, or replacement of a system or appliance that may have been covered by this plan. I understand coverage is not all-inclusive and contains specific exclusions and limitations.

Plan #

S CRES

A Gallagher Company

Date

## WHICH PLAN is right for you?

### **\$100 TRADE CALL FEE**

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HOMEBUYER	SILVER	GOLD	PLATINUM	
Single Family Home	\$560	\$780	\$1,095	
Condo/Townhome/Mobile Home	\$505	\$710	\$1,050	
COVERED				
Heating System	•	•	•	
Air Conditioner/Cooler	•	•	•	
Ductwork	•	•	•	
Limited Pest Control	•	•	•	
Drain Line Stoppages	•	•	•	
Plumbing Pipe Leaks (including polybutylene)	•	•	•	
Toilets	•	•	•	
Water Heater	•	•	•	
Built-in Jetted Bathtub Motor & Pump	•	•	•	
Recirculating Pump	•	•	•	
Instant Hot/Cold Water Dispenser	•	•	•	
Garbage Disposal	•	•	•	
Water Pressure Regulator	•	•	•	
Sump Pump	•	•	•	
Electrical System	•	•	•	
Exhaust, Attic, Ceiling, Whole House Fans	•	•	•	
Garage Door Opener	•	•	•	
Central Vacuum	•	•	•	
Rekey Service	•	•	•	
Dishwasher	•	•	•	
Trash Compactor	•	•	•	
Kitchen Exhaust Fan	•	•	•	
Oven/Range/Cooktop	•	•	•	
Built-in Microwave Oven	•	•	•	
Limited Roof Leak Repair	•	•	•	
Washer/Dryer/Kitchen Refrigerator	Option	•	•	
Appliance Limits (Per appliance)	\$3,000	\$5,000	\$7,000	
Additional Appliance Components		•	•	
Faucets • Showerheads • Shower Arms		•	•	
Refrigerant Recapture, Reclaim, and Disposal		•	•	
Code Upgrades • Permits • Haul Away • Cranes		•	•	
Mismatched Systems • Improper Installation		•	•	
Increased Coverage for Plumbing Items/ Stoppages Due to Roots			•	
Increased Coverage for Manufacturer's Warranty			•	
Modifications (with additional code upgrades)			•	
Increased Coverage for zone controls and specific HVAC Systems			•	
Total Care: Enhanced Slab Leak Limit/ External Plumbing			•	

Pre-season HVAC Tune-up	\$ 25
Ornamental Fountain/Waterfall	\$ 100
Swimming Pool/Spa Equipment	\$ 240
Solar Pool/Spa Components (Only available with Pool/Spa Equipment Coverage)	\$ 250
Solar Hot Water System	\$ 250
Limited Roof Leak Repair	\$ 100
Outdoor Kitchen	\$ 125
Washer/Dryer/Kitchen Refrigerator	\$ 130
Washer/Dryer (Per Set)	\$ 90
Kitchen Refrigerator	\$ 50
Additional Refrigerator/Freezer Units (Only available with Kitchen Refrigerator Option)	\$ 50
Appliance Limit Upgrade for Silver or Gold Coverage	\$ 100
Water Softener/Reverse Osmosis Water Filtration System	\$ 75
Well Pump	\$ 100
Booster Pump	\$ 75
Enhanced Slab Leak Limit/ External Plumbing	\$ 100
Septic Tank Pumping/Septic System/Sewage Ejector Pump	\$ 75
Emergency Lodging/Portable AC or Heater Reimbursement - NEW!	\$ 75
Guest Home/Casita (Up to 2,500 sq. ft.) With Gold Coverage If the combined square footage of the main home and guest home/casita is 5,000 sq. ft. or more, call us for a quote.	\$ 340
Structural (Structural Inspection required; See www.orhp.com/cres-structural)	\$ 200

#### **SELLER'S COVERAGE Onlv \$75**

See www.orhp.com/cres-structural)

Not available for multi-unit or new construction properties.

Includes all items in Silver Coverage except those shaded in yellow.

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



### MULTI-UNITS and NEW CONSTRUCTION **Plans Available**



2-YEAR Plans Available! For real estate transactions only



See plan for complete coverage and exclusion details.

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