

## Home Warranty Plan Information

Property information is available online at [ScottsdaleHomeAuction.com](http://ScottsdaleHomeAuction.com).

A home warranty plan through Old Republic Home Warranty was purchased for \$600.00 by the Seller on January 31, 2018. The home warranty plan is the “Platinum Plan” with the optional limited roof leak coverage. The home warranty plan is transferrable to the Buyer of the property after closing at no additional fee. Below is the:

- Home Warranty – declaration of coverage and Arizona plan information



# Declaration of Coverage

JOHN GENOVA  
PO BOX 2903  
EDWARDS, CO 81632-2903

Register your home warranty today at:  
[www.orhp.com](http://www.orhp.com)

**Register today so you can:**

- Update your profile, including your mailing address
- Request new service
- Access the name and phone number of the Service Provider
- Check the status of your service request
- Make Payments
- Renew your Plan

**For Service Visit [www.orhp.com](http://www.orhp.com)**  
or call us at 1.800.972.5985

**Covered Property:** 7800 E BOULDERS PKWY UNIT 4  
SCOTTSDALE, AZ 85266-1230

**Property Type\*:** Single-Family Dwelling under 5,000 Sq. Ft.

**Plan Fee Amount:** \$600.00

**Plan Ordered By:** JOHN PAYNE  
UNITED COUNTRY EXCELERATE REAL  
ESTATE & AUCTION

**Plan Contract Number:** 26512948  
PRT

**Registration Code:**

**Effective Date:** 01/31/2018

**Expiration Date:** 01/31/2019

**Issue Date:** 01/31/2018

**Trade Call Fee:** \$65.00

**CONFIRMATION OF COVERAGE:** To obtain the most value from this Contract, it is important that you understand the coverage that is offered, as well as the limitations. Please read the enclosed Plan and then, keep it handy throughout the term of coverage. The Contract has been designed to provide coverage for covered systems and appliances that become inoperable due to normal wear and use during the term of the Contract. The Contract does not cover defects which were known prior to the effective date of coverage.

**\*IMPORTANT:** Plan fees are based on property type/square footage, and if the property type/square footage listed is not accurate, additional Plan fees (or a refund) may be due. To make corrections, please call us at 800.445.6999. Please be advised that if, during the performance of service, we identify that additional Plan fees are due, they must be paid at the time of service.

**DISPUTE RESOLUTION:** While no one likes to receive a complaint or to be involved in a dispute, it can happen. If we are unable to resolve a dispute through discussion, conciliation or mediation (each of which are alternatives that we encourage), we are committed to a quick, inexpensive dispute resolution mechanism through arbitration. We do not believe that costly, time consuming, and complex court cases are an effective means for resolving disputes.

Accordingly, this Contract will be subject to the Arbitration Provision outlined on Page 9. Please read it carefully. Under this provision, you will be giving up certain rights to have a dispute settled in court and/or settled as a part of a multi party or class proceeding. Georgia, Kentucky, South Carolina, Utah Residents: Nothing contained in this provision will affect your right to file a direct claim against Old Republic Surety.

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

**OPTIONAL COVERAGE:** Optional coverage that has already been paid for is noted below. No other options can be added at time of renewal.

**Options already paid for and included in your Plan:**

**Platinum Protection; Limited Roof Leak Repair**

# Standard Coverage

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

This section of the Plan outlines Standard Coverage by trade. Please Note: Universal exclusions and limitations of liability apply.

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

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

Primary gas, oil, or electric heating system<sup>+</sup>, built-in wall or floor heater, heat pump<sup>+</sup>, thermostat, ductwork, accessible heat pump refrigerant lines and condensate drain lines. If necessary, as part of a covered replacement, we will upgrade a heat pump system to federally mandated HSPF standards.

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

**NOT COVERED:** TIMERS/CLOCKS THAT DO NOT AFFECT THE HEATING/COOLING OPERATION OF THE UNIT; VENTS; FLUES; FUEL STORAGE TANKS; FREESTANDING/WINDOW UNITS; CABLE HEAT; ZONING CONTROLS AND RESPECTIVE EQUIPMENT; SECONDARY DRAIN PAN; INSULATION; DAMPERS; FILTERS; DIAGNOSTIC TESTING OF OR LOCATING LEAKS IN DUCTWORK (AS REQUIRED BY ANY FEDERAL, STATE OR LOCAL REGULATION, OR WHEN REQUIRED DUE TO THE INSTALLATION OR REPLACEMENT OF SYSTEM EQUIPMENT); FIREPLACES AND KEY VALVES; GRAIN, WOOD, OR PELLET STOVES (EVEN IF PRIMARY SOURCE OF HEAT); MINI-SPLIT DUCTLESS SYSTEMS; USE OF CRANES OR OTHER LIFTING EQUIPMENT TO REPAIR OR REPLACE UNITS/SYSTEM COMPONENTS; ELECTRONIC AIR FILTERS/CLEANERS; HUMIDIFIERS AND RESPECTIVE EQUIPMENT; CHILLERS AND RESPECTIVE EQUIPMENT; CONDENSATE DRAIN PUMP.

## AIR CONDITIONER/COOLER<sup>+</sup> (For Ductwork, see Heating System Coverage)

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

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

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

- SEER Coverage: When unit/component replacement is required, we will upgrade to federally mandated SEER standards to ensure operational compatibility and functionality with existing equipment.
- R410A Coverage: For units using R22 refrigerant, repair/replacement will be performed with R410A equipment when R22 replacement equipment is not available, including covered components required to ensure system operational compatibility.

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

**NOT COVERED:** GAS AIR CONDITIONING UNITS; PORTABLE UNITS; ZONING CONTROLS AND RESPECTIVE EQUIPMENT; WINDOW UNITS; COOLER PADS; SECONDARY DRAIN PAN; MINI-SPLIT DUCTLESS SYSTEMS; USE OF CRANES OR OTHER LIFTING EQUIPMENT TO REPAIR OR REPLACE UNITS/SYSTEM COMPONENTS; CHILLERS AND RESPECTIVE EQUIPMENT; CONDENSATE DRAIN PUMP; FAILURES CAUSED AS A DIRECT RESULT OF PREVIOUS SEALANT OR ALTERNATIVE REFRIGERANT USE.

<sup>+</sup> We cover items located on the exterior or outside of the home that service only the main home or other structure covered by us.

AZ 5.0 (03/2016)

## PLUMBING COVERAGE

- Drain line Stoppages<sup>+</sup> 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<sup>+</sup> (including tankless, power vent, and direct vent unit)
- Built-In Jetted Bathtub Motor, Pump and Air Switch Assemblies
- Shower and Bathtub Valves, including Diverter Valves
- Recirculating Pump
- Garbage Disposal
- Stop & Waste Valves<sup>+</sup>
- Water Pressure Regulator<sup>+</sup>
- Instant Hot/Cold Water Dispenser
- Risers and Gate Valves
- Angle Stops
- Sump Pump (for ground water only)

**NOT COVERED:** FIXTURES; FAUCETS; HOSE BIBBS; MULTI-VALVE MANIFOLDS AND OTHER ATTACHMENTS TO PIPES; GAS LOG LIGHTER; TOILET LIDS AND SEATS; WATER HEATER VENTS AND FLUES; SHOWER PANS; STOPPAGES DUE TO ROOTS; LEAKS/DAMAGE CAUSED BY ROOTS; STOPPAGES THAT CANNOT BE CLEARED WITH CABLE OR HYDROJETTING; WATER HEATER HEAT PUMP ATTACHMENT; HOLDING, STORAGE OR EXPANSION TANKS; BATHTUB JETS; TUB SPOUT OR TUB SPOUT DIVERTER; BASKET STRAINER; FIRE SUPPRESSION SYSTEMS; POP-UP ASSEMBLIES; NOISES OR ODORS WITHOUT A RELATED MALFUNCTION; CAULKING OR GROUTING; INADEQUATE OR EXCESSIVE WATER PRESSURE. IN THE EVENT OF A STOPPAGE: ACCESS TO DRAIN LINES FROM VENT; REMOVAL OF TOILET; AND COSTS TO LOCATE, ACCESS OR INSTALL A GROUND LEVEL CLEAN-OUT.

- NOTE:**
1. TOILET TANKS AND BOWLS REPLACED WITH WHITE BUILDER'S STANDARD, WHEN NECESSARY.
  2. VALVES WILL BE REPLACED WITH CHROME BUILDER'S STANDARD, WHEN NECESSARY.

## ELECTRICAL COVERAGE

Light Switches, Electrical Outlets, Main Electrical Panel/Sub Panel<sup>+</sup>, Meter Base/Socket/Pedestal<sup>+</sup>, Breakers<sup>+</sup>, Fuses<sup>+</sup> 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.

## CENTRAL VACUUM COVERAGE

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

**NOT COVERED:** ATTACHMENTS; REMOVABLE COMPONENTS; ACCESSORIES; HOSES; VENTS; STOPPAGES.

## Helpful Tip

Do you know where the main water shutoff valve and the main electrical disconnect box is located in your home? Now is a good time to find them in case of an emergency. The main water shutoff valve is usually located near your water meter outside near the street, or in your home beneath a floor access panel or in the basement. The main electrical disconnect should be located near your circuit panel.



## APPLIANCE COVERAGE

### Dishwasher

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

### Trash Compactor

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

### Kitchen Exhaust Fan

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

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

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

**NOT COVERED:** TIMERS; CLOCKS; HALOGEN UNITS; MAGNETIC INDUCTION UNIT; REFRIGERATOR/OVEN COMBINATION UNIT; MICROWAVE/COOKTOP DRAWER COMBINATION UNIT; PORTABLE OR FREESTANDING MICROWAVE; SENS-HEAT BURNERS.

**NOT COVERED ON ALL APPLIANCES:** DETACHABLE COMPONENTS; BASKETS; BUCKETS; DIALS; KNOBS; HANDLES; DOOR GLASS; LIGHTS; LIGHT SOCKETS; LIGHT SWITCHES; PANS; TRAYS; ROLLERS; RACKS; SHELVES; RUNNER GUARDS; INTERIOR LINING; TRIM KITS; VENTS; 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 HVAC 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. Plumbing pipe leaks in Polybutylene piping ..... \$ 1,000

#### 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, or covered by, concrete. Plumbing pipe leaks in Polybutylene piping ..... \$ 1,000

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

### Ultimate Protection (Available to Home Buyer Only)

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, I.N.)
- 2) **Heating System:**
  - a) disposable filters, heat lamps, and cost related to refrigerant recapture, reclaim and disposal when required for diagnosis, repair or replacement of heat pumps.
  - b) Provide for the use of **cranes** to complete a heating repair/replacement.
- 3) **Water Heater:** expansion tanks+.
- 4) **Dishwasher:** baskets, rollers, racks, runner guards.
- 5) **Oven/Microwave/Range/Cooktop:** racks, handles, knobs, interior lining.
- 6) **Trash Compactor:** lock and key assemblies, buckets.
- 7) **Smoke Detector:** both battery operated and hardwired systems.
- 8) **Garage Door Opener:** hinges, springs, remote transmitters, key pads.
- 9) **Air Conditioner:**
  - a) disposable filters, condensate drain pumps, secondary drain pans, window units, and costs related to refrigerant recapture, reclaim and disposal when required for diagnosis, repair or replacement.
  - b) Provide for the use of **cranes** to complete an A/C repair/replacement.
- 10) **Other Enhanced Coverage included in Ultimate Protection:** When required to render a covered repair or replacement, we will:
  - a) Provide up to \$250 per Plan to correct **code violations**.
  - b) Provide up to \$250 per occurrence for required **permits**.
  - c) Provide **haul away** of a covered appliance, system or component when replacing that covered appliance, system or component.
  - d) Correct an **improper installation/repair/modification** of a system or appliance, or correct any **mismatch** condition in terms of capacity/efficiency in order to ensure system operational compatibility and functionality. Coverage does not apply if the cause of failure of the system or appliance is solely due to the improper installation/repair/modification or mismatch condition, or if the system is undersized relative to the square footage of the area being heated/cooled. All other terms and conditions of the Plan apply. If the improper installation/repair/modification or mismatch condition is in violation of a code requirement, see 10a above.

### Platinum Protection (Available to Home Buyer Only)

#### Most Comprehensive Coverage Available!

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

- 1) **Plumbing items:** tub spouts (replaced with chrome builder's standard, as necessary), tub spout diverter, basket strainer.
- 2) **Other Enhanced Coverage included in Platinum Protection:** When required to render a covered service, we will:
  - a) Provide up to \$250 per Plan to clear stoppages due to roots or toward removal of toilets or other access to clear a stoppage, including cost to install a ground level cleanout. **NOT COVERED:** Collapsed or broken lines outside the main foundation, excavation.
  - b) Provide up to \$1,000 per Plan for construction/carpentry or other related costs necessary to effect a covered repair or replacement (including the correction of code violations). **NOT COVERED:** Restoration of any wall, ceiling, or floor coverings, cabinets, counter tops, tile, paint, or the like.
  - c) 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.

## Helpful Tip

If you have a slow drain in a kitchen or bathroom sink, this can be easily remedied. Pour 1 cup each of baking soda & salt into the drain, immediately followed by 1 cup vinegar. Let sit for approximately 20 minutes. As you wait, boil a pot of water. After 20 minutes, pour the boiling water down the drain to flush the pipes. Note: Do not use this remedy if you have already used a store-bought remedy in the same drain. This process may have to be performed 1-3 times to clear the line effectively.

# Optional Home Buyer Coverage

Optional Coverage cannot be added at time of renewal.

Optional Coverage may be renewed only if that specific Coverage/Option was included in prior year coverage.

## STAR SERVICE

(Only available in Phoenix & Tucson Metropolitan Area)

### A/C & Heating System Pre-Season Tune-ups:

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

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

Calibrate thermostat, test temperature split, check refrigerant levels & system pressures and add refrigerant if necessary, perform amp draw on condenser coils, 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 THE LACK OF MANUFACTURER RECOMMENDED MAINTENANCE (FILTERS MUST BE REPLACED MONTHLY).

### Re-Key Service:

Re-key up to 6 key holes (including deadbolts) and provide 4 copies of the key. Also includes a one-time reprogramming of hand held garage door remotes.

**NOT COVERED:** REMOTE CONTROL UNITS BUILT INTO ANY VEHICLE.

### Sprinkler, Drip and Timer System✦:

Sprinkler system utilized for residential landscape only. Domestic use only.

Leaks and breaks of PVC lines, sprinkler heads, bubbler heads, timers, gate valves, shut off valves, solenoid, and other remotely activated control valves. Existing wiring must be U.L. rated for underground use.

**NOT COVERED:** ADJUSTMENTS OR CLEANING; BACKFLOW PREVENTION DEVICES; HYDRAULIC SYSTEMS; PRESSURE REDUCERS; RAIN SENSORS; TIMER BATTERIES; FAILURES DUE TO LAWN OR YARD CARE EQUIPMENT; DAMAGE DUE TO ROOTS OR OVERGROWTH, EXCAVATION.

## 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: |
|---|---|
| Sprinkler, Drip and Timer System .....  | \$ 500  |
| 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                                      |
| Ornamental Fountain Motor/Pump .....  | \$ 500  |
| Water Softener/RO Filtration System .....   | \$ 500  |
| Well Pump and/or Booster Pump .....   | \$ 1,500                                      |
| Enhanced Slab Leak Limit/External Pipe Leak (in total) .....                                  | \$ 2,000                                      |
| Septic System/Sewage Ejector Pump .....   | \$ 500  |

## SWIMMING POOL/SPA EQUIPMENT INCLUDES SALT WATER CIRCUIT BOARD AND CELL✦

No additional charge if separate equipment.

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

## LIMITED ROOF LEAK REPAIR

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.

Universal exclusions and general limitations of liability can be found on Page 8.

### WASHER/DRYER (PER SET)

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

Coverage for one Freestanding or one Built-in Unit (Single or Dual Compressor), and Ice Maker.

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

**NOTE:** REPAIR OR REPLACEMENT OF ICE MAKERS, ICE CRUSHERS, BEVERAGE DISPENSERS AND THEIR RESPECTIVE EQUIPMENT ARE COVERED FOR KITCHEN REFRIGERATOR ONLY, PROVIDING PARTS ARE AVAILABLE. IF PARTS ARE NOT AVAILABLE, OUR OBLIGATION IS LIMITED TO CASH IN LIEU OF REPAIR.

**NOT COVERED:** FILTER; INTERIOR THERMAL SHELL; FOOD SPOILAGE; INSULATION; MULTI-MEDIA CENTERS; WINE VAULTS; COST OF RECAPTURE OR DISPOSAL OF REFRIGERANT; REFRIGERATOR/OVEN COMBINATION UNITS; COMPONENTS WHICH DO NOT AFFECT THE PRIMARY FUNCTION OF THE UNIT, SUCH AS COFFEEMAKERS, HOT WATER DISPENSERS, ETC.; KEGERATOR.

### ADDITIONAL REFRIGERATION 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.

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

**NOT COVERED:** ICE MAKER; ICE CRUSHER; BEVERAGE DISPENSER AND THEIR RESPECTIVE EQUIPMENT; FILTER; INTERIOR THERMAL SHELL; FOOD SPOILAGE; INSULATION; MULTI-MEDIA CENTERS; WINE VAULTS; COST OF RECAPTURE OR DISPOSAL OF REFRIGERANT; REFRIGERATOR/OVEN COMBINATION UNITS; COMPONENTS WHICH DO NOT AFFECT THE PRIMARY FUNCTION OF THE UNIT, SUCH AS COFFEEMAKERS, HOT WATER DISPENSERS, ETC.; DUAL COMPRESSOR UNITS; KEGERATOR.

**NOT COVERED ON ALL APPLIANCES:** DETACHABLE COMPONENTS; BASKETS; BUCKETS; DIALS; KNOBS; HANDLES; DOOR GLASS; LIGHTS; LIGHT SOCKETS; LIGHT SWITCHES; PANS; TRAYS; ROLLERS; RACKS; SHELVES; RUNNER GUARDS; INTERIOR LINING; TRIM KITS; VENTS; FILTERS; FLUES; DRAWERS; LOCK AND KEY ASSEMBLIES.

### ORNAMENTAL FOUNTAIN (Including Pond and Pool)

**MOTOR/PUMP COVERAGE** (Per Fountain)

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

**NOT COVERED:** WATER PIPING; ELECTRICAL LINES OR CONTROLS; FILTERS; FILTER MEDIA AND CARTRIDGES; OVERFLOW/NEGATIVE EDGE/INFINITY POOL MOTOR AND PUMP.

### WATER SOFTENER/ REVERSE OSMOSIS WATER FILTRATION SYSTEM

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

### 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.

### ENHANCED SLAB LEAK LIMIT EXTERNAL PIPE LEAK COVERAGE

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, enclosed in, or covered by, concrete that are located within the interior of the main foundation of the home and garage (inside the load-bearing walls of the structure).

External Pipe Leak Limit (Maximum \$1,000).

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

**NOT COVERED:** FAUCETS; SPRINKLER SYSTEMS; SWIMMING POOL/BUILT-IN POOL PIPING; DOWNSPOUT; LANDSCAPE DRAIN LINES; DAMAGE DUE TO ROOTS.

Basement Bath?  
Check out this  
coverage!

### SEPTIC TANK PUMPING/SEPTIC SYSTEMS INCLUDING SEWAGE EJECTOR PUMP

NOT AVAILABLE ON NEW CONSTRUCTION PLAN

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

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

Septic System/Sewage Ejector Pump:

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

**NOT COVERED:** SEEPAGE PITS; STOPPAGE OR DAMAGE DUE TO ROOTS; THE COST OF LOCATING TANK; CHEMICAL TREATMENTS; TILE FIELDS AND LEACH BEDS; LEACH LINES; LATERAL LINES; INSUFFICIENT CAPACITY; LEVEL SENSORS/SWITCHES; CONTROL PANELS; ASSOCIATED ELECTRICAL LINES.

AZ 5.0 (03/2016)

## Helpful Tip

Have questions about your Old Republic Home Warranty Plan? Visit [www.orhp.com/homeowners](http://www.orhp.com/homeowners) and see our list of frequently asked questions. While on the site, check out the many additional services provided online including placing service requests, paying trade call fees, Plan renewal, etc.

# When You Need Us

Please Visit: [www.orhp.com/service](http://www.orhp.com/service)  
or Call: 800.972.5985

\*Calls are randomly monitored and recorded to ensure quality service.

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

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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](mailto:easyas123@orhp.com).

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

We reserve the right to provide **CASH IN LIEU** of repair or replacement in the amount of our actual cost. Payment will be provided based on our negotiated rates with our Service Provider and/or Supplier network, which may be less than retail. We are not responsible for work performed once you accept cash in lieu of service. 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 [ProofRepair@orhp.com](mailto:ProofRepair@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

## Helpful Tip

Did you know that your Home Warranty Plan is renewable? After you experience the value and service provided by your Plan, you'll never want to be without it! If your Plan is eligible for renewal, we will send you an offer of renewal about two months before your current Plan expires. The offer will include the Plan fee and terms of renewal. You can also **renew** quickly and easily **online** at [www.orhp.com](http://www.orhp.com)!

# Limitations Of Liability

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.
- O. Systems and appliances that have no malfunction, that have not failed due to normal wear and use, or that are not installed for diagnosis.
- P. Services requested prior to the effective date of the coverage or after the expiration date of coverage.
- Q. Services requested for Optional Coverage not purchased, or for Options not available to Home Seller.

## 2. PERMITS AND OTHER FEES:

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

\*Additional Coverage may be available with Ultimate Protection.

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

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.

## 3. ACCESS:

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

## 4. GENERAL EXCLUSIONS:

- A. This Plan does not cover services required as a result of:
  - 1. Accidents; water damage; failure due to power surge or overload; or structural damage or defect.
  - 2. Lightning; mud; earthquake; fire; flood; freezing; ice; snow; soil movement; storms; or acts of nature.
- B. Except where noted, we do not pay for upgrades; components; 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.

## Helpful Tip

Has a home system or appliance gone on the fritz? Before requesting service, visit [www.orhp.com/homeowners](http://www.orhp.com/homeowners) for a "Quick Fix" solution! Simply choose the "Quick Fix Tips" link on the home page. You'll find do-it-yourself solutions to some of the most common system and appliance failures - solutions that will save you time and money!

# Items You Should Know

Coverage Subject to Terms and Conditions of Coverage summarized herein, and will be contained in the Plan Contract to be mailed to Home Buyer upon payment of Plan fee. **Please see Cancellation and Arbitration clause below.**

## PLAN EFFECTIVE DATES:

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

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

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

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

## HOME BUYER'S COVERAGE:

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.**

## OLD REPUBLIC HOME PROTECTION PRIVACY POLICY (This Privacy Policy may be updated periodically.) Questions? Call 1.800.445.6999.

**To Our Customers:** Maintaining your privacy is important to us, so whether you visit any of our web sites or contact our service center, please be assured that we are keeping your personal information safe and secure. We actively take steps to keep unauthorized persons from seeing, stealing, or using your personal information.

**Information We Collect:** We collect and maintain personal information from you to better serve you and to administer services on your behalf.

We collect non-public personal information about you from the following sources:

- Information we receive on home warranty applications and other forms,
- Information we receive in regard to your transactions with us.

Items of personal information that we may collect from you are name, property address, mailing address, telephone number, credit card number, and email address. We do not collect social security numbers, date/place of birth, maiden names, biometric/genetic data, or driver license information, nor do we track persons who contact our website.

**Information Disclosure and Sharing:** We do not disclose any personal information about our customers, or former customers, to anyone, except as required by law. We do not sell your personal information to any outside party. We may share your personal information with business partners for the performance of services. Business partners may include service providers who provide service to you under the terms and conditions of the Home Warranty Plan Contract, data processing companies that help us administer services to you, or companies that might otherwise assist us in fulfilling our obligations to you. These companies and service providers are subject to confidentiality provisions and restrictions that prohibit them from using the information beyond the performance of the specified services on your behalf, and are specifically prohibited from independent use of the information.

**Information Protection:** We restrict access to your personal information to only authorized individuals who need to know the information in order to provide products and services to you. We also maintain physical, electronic, and procedural safeguards to further protect your personal information.

## 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: Arizona Residents:** If Plan is cancelled by you, you will receive a pro rata refund for the unexpired term, less any unpaid trade call fees, and a \$50 processing fee. If Plan is cancelled by us, you will be entitled to a pro rata refund for the unexpired term, less unpaid trade call fees. 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](http://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.