

Standard Coverage

Coverage is for single family dwelling under 5,000 sq. ft.
For all other dwelling types, please call for quote.

\$399
STANDARD
COVERAGE

\$55
Trade
Call Fee

**ACTUAL PLAN
COVERAGE**

\$374
STANDARD
COVERAGE

\$75
Trade
Call Fee

\$359
STANDARD
COVERAGE

\$100
Trade
Call Fee

The following items are covered for the Home Buyer, and if appropriate coverage is selected, for the Home Seller. Certain limitations apply. A good rule of thumb: if the part or service required does not affect the functioning of the working unit, it is not covered. **CERTAIN ITEMS AND EVENTS ARE NOT COVERED BY THIS CONTRACT. PLEASE REFER TO THE EXCLUSIONS LISTED IN BOLDFACE TYPE IN THIS DOCUMENT.**

FOR ADDITIONAL LANGUAGE VERSIONS, LOG ON TO WWW.ORHP.COM

Heating System/Air Conditioner/Cooler/Ductwork

NOTE: Coverage available on heating/cooling systems with capacity not exceeding five (5) tons per unit.

Covered: Primary gas, oil, or electric heater, heat pump (including geothermal and/or water source heat pump components and parts located within the foundation of the home or attached garage which cool and/or heat the home), ductwork, electric central air conditioning condenser, electric wall air conditioner, evaporative cooler, evaporative coil, air handler and respective drain lines, leaks in accessible refrigerant lines, and metering device (e.g. evaporative coil piston or thermal expansion valve.)

If necessary to effect a covered repair or replacement, we will: (1) Upgrade a heating or air conditioning system to maintain compatibility with minimum SEER or HSPF standards, including air handling transition, evaporator coil, refrigerant lines, secondary drain pan and line, plenum, duct transition and indoor electrical. (2) Service a system that was improperly installed, modified or repaired, or was not properly matched in size or efficiency at any time prior to or during the term of the Plan, provided the system is not undersized relative to the square footage of the area being heated or cooled.

Exclusions: Timers and clocks that do not affect the heating operation of the unit, heat lamps, filters, electronic air cleaners, humidifiers, vents and flues, fuel storage tanks, wood or pellet stoves (even if only source of heating), fireplaces and key valves, inserts, insulation, passive solar space heating and cooling systems, outside or underground piping and components for geothermal and/or water source heat pumps, well pumps and well pump components for geothermal and/or water source heat pumps, heating/water heater combination units, freestanding units, cable heat, electronic, computerized, pneumatic and manual system management and zone controllers, gas air conditioning units, window units, maintenance, cleaning, condenser housing, cooler pads, water towers, roof jacks and stands, inaccessible coil lines, chillers and chiller components, pre-coolers, costs related to recapture or disposal of refrigerants, asbestos covered ductwork, dampers, collapsed or crushed ductwork, ductwork damaged by moisture, diagnostic testing of, or locating leaks to ductwork, including, without limitation, as required by any federal, state or local law, regulation, or ordinance, or when required due to the installation or replacement of system equipment, improperly sized ductwork.

Limits: (1) \$1,500 maximum per Plan for diagnosis, repair or replacement of geothermal, hot water, boiler, radiant heat, steam circulating heating system, air transfer, glycol, Phenix, Polaris, diesel, oil or hydronic systems, water source heat pumps and their air handlers, water cooled condensers.

(2) \$500 maximum per Plan for diagnosis, repair or replacement for concrete encased or inaccessible ductwork.

(3) We will provide access, according to the dollar limits specified in (1) and (2) above, through unobstructed walls, ceilings, and floors only, and will return access opening to rough finish condition.

Seller Specific

Limit: (1) Coverage provided for Home Seller only when Seller's Coverage Option has been selected. If the Option is selected, heating system and air conditioner/cooler are subject to a combined \$1,500 maximum for diagnosis, repair or replacement during the Seller's Coverage period. All limitations of liability apply.

Electrical/Ceiling Fans

Covered: ★ Electrical System ★ Bath Exhaust Fans ★ Central Vacuum
★ Ceiling Fans

Exclusions: Light fixtures including those on ceiling fans, bulbs, ballasts, vents, removable attachments, accessories or hoses, heat lamps, intercoms, alarms, low voltage relay systems, electronic or computerized energy management or lighting and appliance management systems, doorbell and related wiring, chimes, attic fans, saunas or steam rooms, whole house fans, smoke detectors, telephone wiring, inadequate wiring capacity, solar electrical systems.

Limits: Ceiling fans replaced with builders standard, when necessary.

Plumbing System

Covered:

- | | | |
|---|--------------------------|--|
| ★ Plumbing Pipe Leaks | ★ Risers and Gate Valves | ★ Recirculating Pump |
| ★ Polybutylene Pipe Leaks | ★ Shower Valve | ★ Sump Pump
(for ground water only) |
| ★ Toilets | ★ Stop and Waste Valve* | ★ Instant Hot Water Dispenser |
| ★ Gas or Electric Water Heater
(including tankless and lowboy units) | ★ Diverter Valve | ★ Water Pressure Regulator* |
| ★ Built-in Bathtub Whirlpool
Motor and Pump | ★ Angle Stops | |

Exclusions: Plumbing fixtures including faucets, bathtub, sink, shower base pans and enclosures, gas log lighter, toilet lids and seats, sprinkler or solar systems, vents and flues, septic tank, stoppages, water heater heat pump attachment, sewage ejector, hose bibbs, holding or storage tanks, energy conservation units, noise, electrolysis, whirlpool jets, filters, water conditioning/purification systems, bidets, jet pumps, conditions caused by chemical, calcium, or sediment build-up (except in water heaters), caulking, grouting, inadequate or excessive water pressure, flow restrictions in fresh water lines, basket strainers, pop-up assemblies, heat pump/water heater combination units, Phenix systems: see Limits under Heating System, leaks/damage caused by roots, water heater drip pans, icemaker water lines, fuel storage tanks, shower head, shower arm, fire suppression systems, heating/water heater combination units.

Limits: (1) \$1,000 maximum per Plan for diagnosis, repair or replacement for leaks in concrete encased water, drain, gas, or polybutylene piping.

(2) Toilet tanks and bowls replaced with builders standard, when necessary.

(3) We will provide access, according to the dollar limits specified in (1) above, through unobstructed walls, ceilings, and floors only, and will return access opening to rough finish condition.

Kitchen Appliance Coverage

(Kitchen Refrigerator Coverage for Home Buyer ONLY)

Covered: ★ Dishwasher ★ Garbage Disposal ★ Kitchen Refrigerator
★ Oven ★ Trash Compactor
★ Range/Cooktop ★ Kitchen Exhaust Fan
★ Built-in Microwave

Exclusions: Pans, trays, lights or light sockets, baskets, buckets, rollers, racks, handles, runner guards, shelves, interior linings, timers and clocks that do not affect the heating or cleaning operation of the unit, knobs, dials, rotisseries, meat probes, portable or countertop microwaves, icemakers, ice crushers, ice and beverage dispensers and their respective equipment, interior thermal shells, removable buckets and trays, refrigerator freezers which require an additional compressor to function, food spoilage, costs related to recapture or disposal of refrigerants, trim kits, halogen units, refrigerator/oven combination units, door glass, lock and key assemblies, magnetic induction cooktops.

Limits: (1) \$1,000 maximum per Plan to diagnose, repair or replace built-in and/or sealed refrigeration units.

Seller Specific Limit: (1) Refrigerator not covered for home seller.

Optional Coverage – Buyer Only

Additional Premium Required

Optional coverage is available to Home Buyers at an additional premium. You may purchase optional coverage (except optional Roof Coverage, Silver or Gold Upgrades) up to 30 days after the close of sale; however, coverage shall commence upon receipt of payment and will expire in conjunction with Standard Plan Coverage. To Order Additional Optional Coverage Call: 800-445-6999

Silver Upgrade **NEW**\$50

The selection of this option provides coverage on the items which are normally excluded from standard coverage.

- Plumbing: faucets (replaced with chrome builders standard when necessary), shower heads and shower arms, interior hose bibbs, toilet replacement with like quality
- Heating System: disposable filters, heat lamps
- Water Heater: expansion tanks
- Dishwasher: racks, baskets, rollers
- Microwave Oven: interior lining, clocks
- Range/Oven/Cooktop: clocks, rotisseries, racks, handles, knobs interior lining
- Trash Compactor: removable buckets, lock and key assemblies
- Refrigerator/Icemaker: Icemaker is covered providing part is available. In cases where parts are not available, our obligation is limited to cash in lieu based on the replacement cost of the icemaker.
- Smoke Detector: both battery operated and hardwired systems
- Air Conditioner: disposable filters, window units

Swimming Pool • Spa • Hot Tub • Portable Spa Equipment*.....\$160
 Additional Pool or Spa Equipment* \$160

NOTE: Both pool and spa equipment (including portable spa, exterior hot tub and whirlpool) are covered if they utilize common equipment. If they do not utilize common equipment, then only one or the other is covered unless an additional fee is paid.

Covered: Above ground and accessible working parts and components of heating and filtration system, as follows: Heater, pump, motor, filter, filter timer, gaskets, blower, timer, back flush valve, pool sweep motor and pump, above ground plumbing pipes and wiring.

Exclusions: Pool sweep, jets, ornamental fountains, lights, skimmers, pool liner, pool cover and related equipment, fill line, fill valve, remote control panel and switches, air switches, electronic, computerized, pneumatic and manual system management, cleaning or maintenance of equipment, chlorinators, ionizers, ozonators and other water chemistry control equipment and materials, fuel storage tanks, all cleaning equipment including pop-up heads, turbo valves, creepy crawlers and the like, disposable filtration mediums, heat pump, solar equipment, valve actuator motor.

Well Pump (Domestic Use Only)* (One Per Coverage) \$100
 Booster Pump* (includes Well Pump Coverage above)..... \$150

Covered: Well pump/booster pump utilized for the main dwelling only, depending on the option requested and premium paid.

Exclusions: Piping and electrical lines, well casing, holding, storage or pressure tank, redrilling of the well, control boxes, pressure switches, capacitors or relays, well pump and well pump components for geothermal and/or water source heat pumps, outside or underground piping and components for geothermal and/or water source heat pumps, access to repair well pump system.

Washer • Dryer (Per Set) \$80

Covered: All parts and components of one set of washer and dryer.

Exclusions: Touch pad assembly, plastic mini-tubs, soap dispenser, knobs, filter, lint screens, venting, dials, "all in one" wash/dry units, handles, lights, insulation.

Garage Door Opener – Enhanced..... \$30

Covered: Garage door opener, including hinges and springs, remote transmitters/key pads.

Exclusions: Garage doors.

Gold Upgrade **NEW**\$50

The selection of this option provides coverage on items which are normally excluded from standard coverage.

Limited Code Upgrade: We will pay up to \$250 maximum per Plan to correct code violations in regard to a covered trade call, if required, to effect repair or replacement. We may provide, at our option, a cash settlement in lieu of performance of the work.

Haul Away: We will pay costs related to the removal of an appliance, system or component when we are replacing that covered appliance, system or component.

Permits: Where local building permits are required prior to commencing replacement of appliances, systems or components, we will pay up to \$250 per occurrence for such local building permits. We will not be responsible for replacement service when permits cannot be obtained.

Crane: We will cover fees associated with the use of cranes or other lifting equipment required to remove or install rooftop heating or air conditioning units.

Refrigerant Recapture: We will pay costs related to the recapture or disposal of refrigerants, when necessary, to effect a covered repair or replacement.

Extended Pipe Leak Coverage* **NEW**
 (Available on detached single family homes only;
 not available to condos or multi-unit buildings)..... \$100

Covered: Concrete encased or underground pipe leaks located outside the foundation of the covered structure, including water, drain or gas supply and drain lines that service the main home or other home warranty covered structure only. The leak must be the result of normal wear and use.

Exclusions: Faucets, hose bibbs, gate valves, consequential or secondary damage, solar or sprinkler system, above or below ground pool piping, downspout or landscape drain lines, outside/underground piping for water source heat pump.

Limits: \$1,000 maximum per Plan for diagnosis, repair or replacement.

Drain Line Stoppages/Septic Tank Pumping* (Per Tank) \$30

Covered: Clearing of stoppages which can be cleared with standard sewer cable through an existing cleanout without excavation. If a stoppage is due to a septic tank backup, we will pump the septic tank one time during the term of the Plan.

Exclusions: Stoppages that cannot be cleared with cable, hydrojetting, stoppages due to roots. We do not cover collapsed or broken lines outside the main foundation, access to drain or sewer lines from vent, removal of toilet, and costs to locate, access, or install a ground level cleanout. We do not cover the cost of locating or gaining access to tank or any chemical treatments.

Limits: Not available on New Construction Plan.

Septic System* (Per Tank)/Sewage Ejector Pump \$50

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

Exclusions: Tile fields and leach beds, leach lines, lateral lines, insufficient capacity, cleanout, pumping, seepage pits.

Limits: Cost to diagnose, repair and/or replace the system, including pumps, septic tank or line is limited to a total of \$500 maximum per Plan.

Limited Roof Leak Repair \$50/\$500 limit
 or..... \$100/\$1,000 limit

Covered: The repair of specific leaks that occur in the roof located over the occupied living area (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.

Exclusions: Gutters, drain lines, flashing, skylights, patio covers, scuppers, glass, sheet metal, roof mounted installations, leaks that occur in a deck or balcony when said deck or balcony serves as the roof of the structure below, leaks that result from that area 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.

Limits: 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. Roof repairs will be limited to \$500/\$1,000 maximum per Plan for diagnosis, labor, parts and/or materials depending on option selected/ premium paid.

* See Service Overview (2a)

Application

Plan # _____

Step One: Property to be Covered

Street _____

City _____ State _____ Zip _____

Step Two: Choose the Plan and Options

Standard Coverage

Seller
(Option)

Buyer

- ★ Air Conditioner/Cooler/Heat Pump
- ★ Primary Gas, Oil or Electric Heater
- ★ Ductwork
- ★ Plumbing Pipe Leaks
- ★ Polybutylene Pipe Leaks
- ★ Water Heater
- ★ Toilets
- ★ Instant Hot Water Dispenser
- ★ Water Pressure Regulator
- ★ Sump Pump
- ★ Recirculating Pump
- ★ Built-in Bathtub Whirlpool Motor and Pump
- ★ Kitchen Refrigerator
- ★ Dishwasher
- ★ Oven/Range/Cooktop
- ★ Garbage Disposal
- ★ Built-in Microwave Oven
- ★ Trash Compactor
- ★ Electrical System
- ★ Exhaust and Ceiling Fans
- ★ Central Vacuum

○ Standard Coverage for Home Buyer

\$399 Premium / \$ 55 Trade Call Fee \$ 399 _____

\$374 Premium / \$ 75 Trade Call Fee \$ 374 _____

\$359 Premium / \$100 Trade Call Fee \$ 359 _____

○ Condo/Mobile Coverage for Home Buyer

\$379 Premium / \$ 55 Trade Call Fee \$ 379 _____

\$354 Premium / \$ 75 Trade Call Fee \$ 354 _____

\$339 Premium / \$100 Trade Call Fee \$ 339 _____

○ Coverage for Home Seller

(Home Seller Coverage not available on For Sale By Owner transactions)
(Trade Call Fee dependent on Buyer option selected) \$ 60 _____

○ New Construction (Years 2-4) (\$75 Trade Call Fee) \$ 575 _____

For Sale by Owner properties or homes not in a resale transaction, or any other dwelling type, e.g. multiple units, guest houses, homes over 5,000 sq. ft., please call for quote on rates, effective date of coverage, etc. New Construction not available on multi-unit homes.

Options Available – Buyer Only

○ Silver Upgrade **NEW**

Includes additional enhancements to Coverage items! \$ 50 _____

○ Gold Upgrade **NEW**

Provides Coverage for Code Upgrades, Haul Away, Permits, Crane Costs and Refrigerant Recapture! \$ 50 _____

○ Swimming Pool • Spa • Hot Tub • Portable Spa Equipment \$ 160 _____

○ Additional Pool or Spa Equipment \$ 160 _____

○ Well Pump \$ 100 _____

○ Booster Pump (Includes Well Pump Coverage) \$ 150 _____

○ Washer • Dryer (Per Set) \$ 80 _____

○ Garage Door Opener - *Enhanced Coverage!* \$ 30 _____

○ Extended Pipe Leak Coverage **NEW** \$ 100 _____

○ DRAIN LINE STOPPAGES (*unlimited footage*) \$ 30 _____

(includes Septic Tank Pumping at no additional charge!)

○ Septic System (Per Tank)/Sewage Ejector Pump \$ 50 _____

○ Limited Roof Leak Repair (\$500 Limit) \$ 50 _____

○ Limited Roof Leak Repair (\$1,000 Limit) \$ 100 _____

Total Cost (Due at Close of Sale) \$ _____*Please read the contract for specific coverage, exclusions and limits.*

Step Three: Home Buyer/Seller Information

Buyer Name _____

Buyer Mailing Address _____

Phone # () _____

Seller Name _____

Phone # () _____

Step Four: Agent Information

Initiating Agent Information Seller's Agent Buyer's Agent

Main Office Phone # () _____

RE Company Name _____ City _____

Initiating Agent _____

Cooperating Agent Information

Main Office Phone # () _____

RE Company Name _____ City _____

Cooperating Agent _____

Closing Company Information

Closing Company Name _____ City _____

Officer _____

Main Office Phone # () _____

File # _____ Estimated Close _____

Step Five: Sign

Notice: The Plan fee is to be paid at closing and includes the full amount of fees due and payable for Plan administration and provision of service, as well as optional reimbursement to the above named company based on a good faith estimate of the value of its services and expenses incurred in promoting, selling, processing and advertising the Plan. In waiving this program, applicant agrees to hold harmless the Real Estate Broker and/or Agent against any liability resulting from failure of systems and appliances that would have been covered by this Plan.

Plan fee is due at close of sale.

I desire:

 home buyer's coverage only. home seller's and home buyer's coverage.

Seller's coverage fee due at closing, expiration of listing, or cancellation, whichever occurs first. **FLORIDA RESIDENTS: HOME WARRANTY COMPANIES MAY NOT PROVIDE LISTING PERIOD COVERAGE FREE OF CHARGE.**

 to decline the benefits of this coverage.

I represent that this Plan is being sold in conjunction with an underlying real estate transaction and that, to the best of my knowledge, all items are in good working order.

Signature _____

Date _____

Please provide attached contract. Original contract will be sent to buyer upon receipt of payment by ORHP.

Step Six: Order the Plan (Plan # _____)

To Order by Internet: www.orhp.com

Phone: 800-445-6999

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

Fax: 800-866-2488

For Service Call: Place service requests

online at www.orhp.com

Or call: 800-972-5985

When You Need Our Services...We're Here To Help.

1. Plan Effective Dates

Buyer's coverage becomes effective at close of sale and is effective for one year. (Premium must be received within 14 days after close of sale.) If buyer takes possession prior to close of sale, the premium is due and coverage will begin upon receipt of premium. In cases of Lease Option, the full premium is due upon occupancy.

Seller's coverage for the listing/escrow period 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). Seller's coverage is not available on multiple units, homes over 5,000 sq. ft. or For Sale By Owner properties. In the event close of sale does 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 seller.

New Construction coverage and any optional coverage begins on the first anniversary of the close of sale and continues for three years from that date, provided the Plan fee is received by us within 14 working days from close of sale. All systems and appliances to be covered must be in good working condition at the time coverage begins on the first anniversary after the close of sale. New Construction Plan: Optional Coverage must be purchased within 30 days after close of sale and becomes effective one year after the close of sale.

2. Service Overview

In accordance with the terms of the Plan, we will repair or replace systems and appliances mentioned as covered. We exclude all others. **We reserve the right to provide cash in lieu of repair or replacement in the amount of our actual cost (less than retail) to repair or replace such item.** Additional charges may apply to certain repairs or replacements. **Please see Limitations of Liability.** We will provide service on covered systems or appliances that:

- a) are located within the perimeter of the main foundation and garage (with the exception of coverage items marked with an "A").
- b) were properly installed and in **good and safe** working order on the effective date of this Plan.
- c) have become inoperable due to normal usage after the effective date of this Plan.
- d) are reported during the term of this Plan.

Coverage may apply to a malfunction which existed on the effective date of the Plan if, at that time, the malfunction was unknown, and would not have been detectable to seller, buyer or agent by visual inspection and simple mechanical test. This Plan does not cover known defects.

3. For Service: Place service requests online at www.orhp.com or Call 800-972-5985

We are available to accept service calls 24 hours a day, 365 days a year. When you call with a service problem, we will contact a contractor who will contact you directly to schedule a convenient appointment during normal business hours. In the event you experience any difficulties in receiving service, please call our Service Department for assistance.

The services contracted for will be initiated under normal circumstances by us within 48 hours after your request for service is made. Emergency service (the loss of heating, cooling, plumbing or electrical service) will be initiated no later than 24 hours after the report of the claim in an emergency.

If you should request us to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees, including overtime.

We require you to contact us so we may have the opportunity to select a contractor to perform the service. We will not reimburse you for services performed by your own contractor without prior authorization.

For each new trade call placed, you will be responsible to pay the trade call fee to the contractor at time of the first visit. The trade call fee is due for each call dispatched. We cannot respond to a new request for service until all previous trade call fees are paid. Failure to pay the trade call fee will result in suspension of coverage until such time as the proper fee is paid. At that time, coverage will be reinstated, but the contract period will not be extended.

Service work is guaranteed for 30 days.

In the event we authorize or request you to contact an independent contractor directly to perform a covered service, we will provide reimbursement based on the following conditions:

- 1) Contractor selected should be qualified and insured.
- 2) Contractor provides fair and reasonable rates on parts and service.
- 3) To confirm the repair is covered by the Plan, you must contact us
 - a) once the technician arrives at the home and (b) prior to the technician performing any repairs for which reimbursement will be requested.
- 4) Contractor is willing to bill for services rendered.
- 5) Acceptable itemized proof of charges are provided.

4. Limitations of Liability

a) This Plan does not cover repairs or replacement required as a result of fire, freeze, or flood, accidents, vandalism, cosmetic defects, structural defects, power failure, shortage, surge or overload, inadequate capacity, storms, lightning, pest or pet damage, neglect, misuse, abuse or missing parts. We do not cover improper installation or improper previous or attempted repair except where noted. We will not perform routine maintenance. You are responsible for cleaning and routine maintenance as specified by the manufacturer of the equipment. We are not responsible for consequential or secondary damage nor for failure to provide timely service due to conditions beyond our control, including but not limited to, part or equipment delays, labor difficulties, loss of income, utility bills, living expenses, personal or property damage. We do not cover systems or appliances classified by the manufacturer as commercial, commercial equipment modified for domestic use or single family dwellings used for commercial purposes.

b) ACCESS: We are not responsible for providing or closing access to covered items, except as noted under LIMITS. We are not responsible for additional charges to remove or install systems, appliances, or non-related equipment in order to make a covered repair, nor do we cover the cost of restoration of wall coverings, floor coverings, counter tops, etc.

c) CODE UPGRADES/PERMITS/TOXIC MATERIALS: 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, nor will we pay any cost relating to permits.

We will not perform services involving hazardous or toxic materials including, but not limited to, asbestos, mold, lead paint, and sanitation of sewage spills, nor will we pay costs related to disposal of refrigerants, contaminants, hazardous, or toxic materials.

We are not responsible for any claim arising out of any pathogenic organisms regardless of any event of cause that contributed in any sequence to damage or injury. Pathogenic organisms mean any bacteria, yeasts, mildew, virus, fungi, mold or their spores, mycotoxins or other metabolic products. We are not, under any circumstances, responsible for the diagnosis, repair, removal or remediation of mold, mildew, rot or fungus, or any damages resulting from or related to mold, mildew, rot or fungus, even when caused by or related to the malfunction.

d) REPAIR/REPLACEMENT/UPGRADING: We have the sole right to determine whether a covered system, appliance or component will be repaired or replaced; but we are not responsible for delay in obtaining parts or replacement equipment. We do not pay costs related to disposal ("haul away") of systems or appliances. We reserve the right to repair systems and appliances with non-original manufacturer's parts, including rebuilt or refurbished parts. We reserve the right to obtain a second opinion at our expense. We will not upgrade any covered item. **We reserve the right to provide cash in lieu of repair or replacement in the amount of our actual cost (less than retail) to repair or replace such item.** We are not responsible for work performed by any contractor once cash in lieu of work has been authorized. We are also not responsible for non-covered work performed or non-covered costs charged by a contractor dispatched to provide covered services.

We are responsible for providing installation of equipment comparable in features, capacity and efficiency, but not for matching dimensions, color, or brand. We are not responsible for the cost of construction, carpentry, or other modifications made necessary by existing or installing different equipment. We are not responsible for relocation of equipment.

We are not responsible for upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system or appliance or component, or part thereof or with new type of chemical or material utilized to run the replacement equipment including, but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by federal, state, or local governments.

e) CONDOMINIUMS/MULTIPLE UNITS/MOBILE HOMES: This Plan does not provide coverage for common systems unless this Plan is for a duplex, triplex, or fourplex and every unit is covered by an Old Republic Home Protection Plan with applicable system or appliance coverage. If this Plan is for a unit within a multiple unit of five or more units, then only items contained within the actual unit will be covered. Common grounds and facilities are excluded.

f) MANUFACTURER'S RECALL/DEFECTS: We are not responsible for repairs arising from a manufacturer's recall of covered items, manufacturer's defects, design flaws, or for items covered under an existing manufacturer's, distributor's or in-home warranty.

RENEWAL/TRANSFER/CANCELLATION

RENEWAL/TRANSFER: This Plan is transferable. This Plan may be renewed at our discretion only. In that event, you will be notified of the prevailing rate and terms of renewal. Premium rates may increase upon renewal.

CANCELLATION: This Plan is non-cancelable, except for nonpayment of service fees; fraud or misrepresentation of facts material to the issuance of this Plan; or when Plan is for listing coverage and close of sale does not occur; or upon mutual agreement between you and us.

Florida Residents: You may cancel upon demand and receive a full refund without penalty within the first thirty (30) days after the effective date of the Plan, or within 10 days of the delivery of the Plan to you. However, in the event services have been rendered, those costs will be deducted from the refund.

In the event Plan is cancelled by you after the thirty (30) days after the effective date of the Plan, you shall be entitled to a pro rata refund of the paid Plan fee for the unexpired term less service cost and a \$25.00 administrative cost or 10% of the premium, whichever is less, incurred by us.

If Plan is cancelled by us, you shall be entitled to a pro rata refund of the paid Plan fee for the unexpired term.