

Home Warranty Plan

Home Warranty Plans: Good for Buyers and Sellers.

With so many of a home's vital systems hidden from view, it's easy to take them for granted—until something goes wrong! Now there's a way to help shield yourself from unexpected and costly repair bills. A home warranty is good for buyers and sellers. A home warranty repairs or replaces,* for one full year, an existing home's covered mechanical systems and major built-in appliances that break down due to normal wear and tear.

For Sellers, a home warranty can help you...

- Sell faster because it may provide a competitive edge over other homes on the market and state confidence to the buyer.
- Sell for a higher price because when the buyer has confidence in your home, it can discourage downward price bargaining.
- Sell with less inconveniences because after you have moved out and the buyer has a mechanical or systems problem, they will call the home warranty company, not you, offering you potential after-sale liability protection.

For Buyers, a home warranty offers you...

- Security because when you buy a home, you don't want unexpected repair or replacement* expense with the systems or appliances.
- Budget protection because you pay a low trade call fee** for repair or replacement of any warranted item.
- Convenience because homeowners simply call the home warranty company toll-free 24 hours a day, 7 days a week to request service. A local, qualified service technician will contact the homeowner to schedule a convenient appointment.

For more information contact:

www.SanDiegosFinestRealEstate.com

(858) 755-2111 Telephone • (858) 630-2120 Facsimile

Standard Coverage

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



The following items are covered for the Home Buyer, and if appropriate coverage is selected, for the Home Seller.
Premier Coverage available to Home Buyer only upon payment of additional premium. 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.

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

HEATING SYSTEM

NOTE: Coverage available on heating systems with capacities not exceeding five (5) tons per unit (Up to two units covered).

COVERED: Primary gas, oil or electric heater, heat pump, ductwork, (including geothermal and/or water source heat pumps' components and parts located within the foundation of the home or attached garage which cool and/or heat the home).

EXCLUSIONS: Timers & clocks that do not affect the heating operation of the unit, heat lamps, filters, electronic air cleaners, humidifiers, furnace vents & flues, asbestos covered ductwork, fuel storage tanks, wood or pellet stoves (even if only source of heating), fireplaces and key valves, inserts, insulation, dampers, collapsed or crushed ductwork, ductwork damaged by moisture, improperly sized systems or systems with mismatched capacity and blower motor sections or evaporative coil per manufacturer's specifications, zone control systems, passive solar space heating & 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, freestanding units.

PREMIER COVERAGE

INCLUDES: Disposable filters, heat lamps.

LIMITS: (1) \$1,500 maximum for diagnosis, repair or replacement of geothermal, hot water, boiler, radiant heat (including cable heat), steam circulating heating system, air transfer, glycol, Phenix, Polaris, diesel, oil or hydronic systems, and water source heat pumps.
(2) \$500 maximum 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: \$500 maximum for diagnosis, repair or replacement of home heating system.

PLUMBING SYSTEM

COVERED: ★ Drain Line Stoppages
★ Plumbing Pipe Leaks
★ Risers, Gate Valves
★ Angle Stops
★ Water Heater
★ Toilets
★ Built-in Bathtub Whirlpool Motor & Pump
★ Stop & Waste Valve
★ Instant Hot Water Dispenser
★ Water Pressure Regulator
★ Sump Pump
★ Recirculating Pump
★ Shower Valve
★ Diverter Valve

EXCLUSIONS: Plumbing fixtures including faucets, bathtub, shower base pans & enclosures, gas log lighter, toilet bids & seats, sprinkler or solar systems, water heater vents & flues, vent pipes, septic tank, stoppages that cannot be cleared with cable, hydro jetting, stoppages due to roots, water heater heat pump attachment, sewage ejector pump, hose bibbs, holding or storage tanks, energy conservation units, noise, electrolysis, water softener, whirlpool jets, water filters, water purification systems, bidets, jet pumps, conditions caused by chemical, calcium, or sediment build-up, caulking, grouting, inadequate or excessive water pressure, flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits, basket strainers, pop-up assemblies, diesel or oil-fired water heaters, heat pump/water heater combination units, Phenix systems: see Limits under Heating System, leaks/damage caused by roots.

PREMIER COVERAGE

INCLUDES: Faucets (replaced with chrome builders standard when necessary), shower heads, shower arms, hose bibbs, toilet replacement with like quality, water heater sediment.

LIMITS: (1) \$1,000 maximum 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.
(4) We clear stoppages which can be cleared with standard sewer cable through an existing cleanout without excavation.

APPLIANCE COVERAGE

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

EXCLUSIONS: Pans, trays, lights or light sockets, baskets, buckets, rollers, racks, handles, runner guards, shelves, interior linings, timers & clocks that do not affect the heating or cleaning operation of the unit, knobs, rotisseries, meat probes, built-in portable microwaves, trim kits, Halogen units, refrigerator/oven combination units.

PREMIER COVERAGE

INCLUDES: Racks, baskets, rollers, interior linings, clocks, rotisseries, handles, knobs, buckets and shelves.

LIMITS: Electromagnetic induction cooktops replaced with builders standard, when necessary.

SELLER

SPECIFIC LIMIT: Malfunction or improper operation due to rust or corrosion is excluded for home seller.

ELECTRICAL & OTHER SYSTEMS

COVERED: ★ Electrical System
★ Bathroom Exhaust Fans
★ Ceiling Fans
★ Doorbells
★ Attic Fans
★ Whole House Fans
★ Central Vacuum
★ Telephone Wiring
★ Garage Door Opener

EXCLUSIONS: Light fixtures, bulbs, ballasts, vents, removable attachments, accessories or hoses, heat lamps, intercoms, alarms, low voltage relay systems, electronic or computerized energy management or lighting & appliance management systems, garage doors and their hinges & springs, remote controls/key pads/transmitters, chimes, saunas or steam rooms, smoke detectors.

PREMIER COVERAGE

INCLUDES: Garage door hinges, springs, remote transmitters/key pads, smoke detectors.

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

LIMITED PEST CONTROL

COVERED: Within perimeter of main foundation and garage:

★ Ants (except Fire, Pharaoh and Carpenter Varieties)
★ Roaches
★ Earwigs
★ Bird Mites
★ Centipedes
★ Sowbugs
★ Bedbugs
★ Silverfish
★ Firebrats
★ Spiders
★ Millipedes
★ Crickets
★ Pillbugs
★ Clover Mites
★ Mice (excludes rodent proofing)

EXCLUSIONS: Termites, fungus, wood boring beetles, scorpions, and rats, or any other pests not specifically listed as covered, continuous treatment programs.

For more information contact:

www.SanDiegosFinestRealEstate.com

(858) 755-2111 Telephone • (858) 630-2120 Facsimile

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 or Premier Coverage) up to 30 days after the effective date of Standard Coverage; however, coverage shall commence upon receipt of payment and will expire one year after the effective date of Standard Coverage. 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.

To order additional optional coverage, call 800-445-6999 ★ For service call 800-972-5985

PREMIER COVERAGE (Identified in red type) \$40

AIR CONDITIONER/COOLER* \$55

NOTE: Coverage available on cooling systems with cooling capacity not exceeding five (5) tons per unit (Up to two units covered).

COVERED: Electric central air conditioning, electric wall air conditioning, and water evaporative coolers, including condensers, evaporative coils, compressors, leaks in accessible freon lines, refrigerant recovery, etc.

EXCLUSIONS: Gas units, filters, dampers, window units, maintenance, cleaning, condenser housing, pads, water towers, roof jacks and stands; improperly sized systems or systems with mismatched capacity and blower motor sections or evaporative coil per manufacturer's specifications, inaccessible coil lines, zone control systems, chillers, pre-coolers.

PREMIER COVERAGE INCLUDES:

Disposable filters, window units (with purchase of air conditioning option)

SWIMMING POOL • SPA • HOT TUB • PORTABLE SPA EQUIPMENT* \$125**
ADDITIONAL POOL OR SPA EQUIPMENT* \$75

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 & 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, control switches, computerized control boards and related equipment, cleaning or maintenance of equipment such as, but not limited to chlorinators, ionizers, etc., fuel storage tanks, built-in or detachable cleaning equipment including pop-up heads, turbo valves, creepy crawlers and the like, disposable filtration mediums, heat pump, solar plumbing or heating equipment, valve actuator motor.

SOLAR POOL AND/OR SPA COMPONENTS \$250**
SOLAR HOT WATER SYSTEM \$250

****Coverage offered only in conjunction with Pool/Spa Equipment option above.**

COVERED: All above ground parts and components including pump, valves, solar panels, controller and tank depending on option requested and premium paid.

EXCLUSIONS: Pipe insulation and mounting brackets, passive solar space heating and cooling systems.

LIMITS: Cost to diagnose, repair and/or replace each system is limited to a total of \$1,000 maximum.

WELL PUMP (Domestic Use Only)* \$100
BOOSTER/JET PUMP* (Includes well pump coverage above) \$150

COVERED: Well pump utilized for the main dwelling only, booster pump or jet pump 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.

WASHER • DRYER (PER SET) \$75
KITCHEN REFRIGERATOR \$25
WET BAR REFRIGERATOR \$25
KITCHEN REFRIGERATOR (SUB ZERO TYPE) \$50

EXCLUSIONS: Touch pad assembly, plastic mini tubs, soap dispenser, knobs, filter, lint screens, venting, dials, ice makers, ice crushers, beverage dispensers and their respective equipment, interior thermal shells, racks, shelves, removable buckets and trays, food spoilage, trim kits, "all in one" wash/dry units.

PREMIER COVERAGE INCLUDES:

Ice makers (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 ice maker.)

SEPTIC TANK PUMPING* \$25

COVERED: If a stoppage is due to septic tank backup, we will pump the septic tank one time during the term of the Plan.

EXCLUSIONS: The cost of locating or gaining access to tank, chemical treatments.

LIMITS: Not available on New Construction Plan.

SEPTIC SYSTEM* \$50

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

EXCLUSIONS: Tile fields and leach beds, leach lines, lateral lines, insufficient capacity, clean out, pumping.

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

LIMITED ROOF LEAK REPAIR \$100

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 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.

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 \$1,000 per Plan for diagnosis, labor, parts and/or materials.

For more information contact:

www.SanDiegosFinestRealEstate.com

(858) 755-2111 Telephone • (858) 630-2120 Facsimile

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

1. Plan Effective Dates

Buyer's coverage becomes effective 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. 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 four years from that date, provided the Plan fee is received by us within 14 working days from close of sale. All systems & appliances to be covered must be in good working condition at the time coverage begins on the first anniversary 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 offer 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:

- are located within the perimeter of the main foundation and garage (with the exception of optional coverage items marked with an "SM").
- were properly installed and in good and safe working order on the effective date of this Plan.
- have become inoperable due to normal usage after the effective date of this Plan.
- 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 or simple mechanical test. This Plan does not cover known defects.

3. For Service 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.

On weekends and holidays, the contractor will contact you within 48 hours. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service.

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 \$45.00 to the contractor at time of the first visit. 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 you to contact an independent contractor directly to perform a covered service, we will provide reimbursement based on the following conditions:

- Contractor selected should be qualified and insured.
- Contractor provides fair and reasonable rates on parts and service.
- To confirm the repair is covered by the Plan, you must contact us
 - once the technician arrives at the home and
 - prior to the technician performing any repairs for which reimbursement will be requested.
- Contractor is willing to bill for services rendered.

4. Limitations of Liability

a) This Plan does not cover repairs or replacement required as a result of fire, freeze, or flood, accidents, vandalism, improper installation, cosmetic defects, design flaws, manufacturers' defects, structural defects, power failure, shortage, surge or overload, inadequate capacity, failure to clean or maintain, improper previous or attempted repair, routine maintenance, pest or pet damage, neglect, misuse, abuse or missing parts. We are not responsible for consequential or secondary 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. You are responsible for providing maintenance and cleaning on covered items as specified by the manufacturer to ensure continued coverage on such items. For example: heating and air conditioning systems require periodic cleaning and/or replacement filters and cleaning of evaporator and condenser coils. Water heaters require periodic flushing. 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, repair or replacement of a covered system or appliance.

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 / TOXIC MATERIALS / PERMITS / DISPOSAL: 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 recapture or disposal of refrigerants, contaminants, hazardous, or toxic materials.

Premier Coverage option includes additional coverage as follows: We will pay up to \$250 maximum per Plan to correct code violations in regard to a covered heating, electrical or plumbing trade call, if required, to effect repair or replacement.

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 reserve the right to repair systems and appliances with non-original manufacturer's 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 offer 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 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 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.

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: California Residents: This Plan is noncancelable, 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.

If Plan is cancelled, you shall be entitled to a pro rata refund of the paid Plan fee for the unexpired term less service cost and an administrative cost incurred by us.

Washington* Residents: You may cancel upon demand and receive a full refund without penalty within the first thirty (30) days after the effective date of the Plan, or within 10 days of the delivery of the Plan to you. However, in the event services have been rendered, those costs will be deducted from the refund. A ten percent (10%) penalty per month shall be added to a refund not paid within thirty (30) days of request to cancel.

If we cancel the Plan, we shall mail a written notice to you at the last known address contained in our records, at least thirty (30) days prior to cancellation. The notice shall state the reason and effective date of cancellation. Our prior notice of cancellation is not required if cancelled for the reasons stated above.

*Other: Obligations of the Provider under this service Plan are backed by the full faith and credit of the Provider.

For more information contact:
www.SanDiegosFinestRealEstate.com
(858) 755-2111 Telephone • (858) 630-2120 Facsimile