



LANDMARK[®] HOME WARRANTY

DELIVERING REMARKABLE SERVICE

www.landmarkhw.com



BEST REGIONAL co.
2014 - 2016

www.homewarrantyreviews.com



GET MORE FROM YOUR TEXAS HOME WARRANTY



ANNUAL A/C AND HEATER TUNE-UPS

Includes a comprehensive annual tune-up for your A/C in the spring and heater in the fall.

Service call fee required



RE-KEY SERVICE

A Landmark home warranty includes re-key service for up to six key holes, including dead bolts.

Service call fee required



PEST CONTROL

Includes treatment of ants, roaches, crickets, spiders, silverfish, millipedes, centipedes, pillbugs, ground beetles, earwigs, clover mites, and sowbugs.

Service call fee required



SAVE ON HOME SERVICES

You've protected your systems and appliances with a home warranty. Now save on your television, internet, phone, and security services.



WELCOME CALL

Our Customer Care Team places a welcome call to new homeowners to answer questions about their coverage and allow changes to their home warranty up to 30 days after closing.



TIPS AND DIY

We provide home maintenance tips and DIY videos each month to help homeowners protect their investment. Information can be found online at www.landmarkhw.com.



See why we've been named **BEST HOME WARRANTY** in the region!



"As a Realtor, I carry my own warranty from year to year and I talk to clients regarding purchasing warranties. I've found myself trying several different companies over the years. I found some had good customer service and some did not ... To me, the biggest difference is the service and I have found Landmark to be the best in my book."

- Don of Dallas, TX



"I cannot say enough about Landmark. We bought our Landmark warranty when we moved last year and were impressed with the price and coverage. We called due to an electrical gremlin, the customer service was excellent, and we had an electrician out within hours. I have nothing but praise for their efficiency and helpfulness. The warranty has already more than paid for itself even before accounting for the time and effort saved. I had no hesitation in renewing and would recommend Landmark to every homeowner out there."

- Rob of Georgetown, TX



"Every time I have called for any information or to request a service, they have promptly and efficiently met my request and followed up with an email to let me know what services have been ordered and when they were completed. I have recommended them to friends and will be renewing my contract. There's no more proof of better satisfaction than that."

- Christy of San Antonio, TX



BEST REGIONAL co.
2014



BEST REGIONAL co.
2015



BEST REGIONAL co.
2016

WHICH PLAN FITS YOUR NEEDS?

	ESSENTIAL	ADVANTAGE	VALUE	COMPREHENSIVE
SERVICES	\$400/YR	\$475/YR	\$500/YR	\$550/YR
Re-Key Service	✓	✓	✓	✓
A/C and Heating Pre-Season Tune-up	✓	✓	✓	✓
Subterranean Termite Treatment (\$195 Service Call Fee)	✓	✓	✓	✓
Pest Control Treatment	✓	✓	✓	✓
NEW! FAILURE DUE TO:				
Sediment	✓	✓	✓	✓
Rust and Corrosion	✓	✓	✓	✓
Lack of Maintenance	✓	✓	✓	✓
AIR CONDITIONER/HEATER				
Unlimited A/C Units	✓	✓	✓	✓
Unlimited Heating Units	✓	✓	✓	✓
NEW! HVAC Modifications	✓	✓	✓	✓
Freon Recapture / Recovery / Recharge		✓	✓	✓
ELECTRICAL				
Electrical System	✓	✓	✓	✓
Ceiling and Exhaust Fans	✓	✓	✓	✓
NEW! Garage Door Opener Unit and Springs	✓	✓	✓	✓
PLUMBING				
Water Heaters (up to 70 gal., unlimited units)	✓	✓	✓	✓
Tankless Water Heaters	✓	✓	✓	✓
Plumbing Pipe Leaks	✓	✓	✓	✓
Drain Line Stoppages	✓	✓	✓	✓
Toilets	✓	✓	✓	✓
Whirlpool Motor and Pump Assembly	✓	✓	✓	✓
Shower and Diverter Valves	✓	✓	✓	✓
Faucets, Shower Heads and Arms	✓	✓	✓	✓
Interior Hose Bibbs	✓	✓	✓	✓
Pressure Regulators	✓	✓	✓	✓
Toilet Removal and Reattachment		✓	✓	✓
Hydrojetting		✓	✓	✓
NO FAULT COVERAGE UPGRADES				
Permits		✓	✓	✓
Code Violations		✓	✓	✓
Improper Repair		✓	✓	✓
Haul Away		✓	✓	✓
Crane		✓	✓	✓
APPLIANCES				
Dishwasher	✓	✓	✓	✓
Garbage Disposal	✓	✓	✓	✓
Oven / Range / Cooktop	✓	✓	✓	✓
Built-In Microwave	✓	✓	✓	✓
Kitchen Exhaust Fan	✓	✓	✓	✓
Kitchen Refrigerator			✓	✓
Washer and Dryer (per set)				✓
TOTAL PLAN COST	\$400/YR	\$475/YR	\$500/YR	\$550/YR
\$70 Service Call Fee	ESSENTIAL PLAN	ADVANTAGE PLAN	VALUE PLAN	COMPREHENSIVE PLAN

For more information, please call **866.306.2999**

EASY ORDER APPLICATION

PROCESSING

ORDER ONLINE 24/7:

www.landmarkhw.com/order

Order confirmation, invoice, and homeowner certificate provided instantly.

ORDER BY PHONE:

PHONE: 866-306-2999

Available Monday - Friday, 7am to 6pm and Saturday 9am to 5pm MT.

ORDER BY FAX/MAIL:

FAX: 866-306-1888

Mail easy order application with payment to: P.O. Box 570, Riverton UT 84065.

CONTRACT INFORMATION

ADDRESS TO BE COVERED:

STREET ADDRESS _____ UNIT # _____

CITY _____ STATE _____ ZIP _____

BUYER'S INFORMATION:

BUYER'S NAME _____

PHONE _____ BUYER'S EMAIL _____

BUYER'S AGENT _____ PHONE _____

BUYER'S AGENT EMAIL _____

REAL ESTATE COMPANY _____ PHONE _____

SELLER'S INFORMATION:

SELLER'S NAME _____

PHONE _____ SELLER'S EMAIL _____

SELLER'S AGENT _____ PHONE _____

SELLER'S AGENT EMAIL _____

REAL ESTATE COMPANY _____ PHONE _____

TITLE/ESCROW INFORMATION:

TITLE/ESCROW COMPANY _____

CLOSING OFFICER _____ PHONE _____

CLOSING OFFICER EMAIL _____ ESTIMATED CLOSE DATE _____

COVERAGE PACKAGE AND OPTIONS

ESSENTIAL PLAN **\$400**

Single-Family Home / Condominium / Townhome / Mobile Home

ADVANTAGE PLAN **\$475**

Single-Family Home / Condominium / Townhome / Mobile Home

VALUE PLAN **\$500**

Single-Family Home / Condominium / Townhome / Mobile Home

COMPREHENSIVE PLAN **\$550**

Single-Family Home / Condominium / Townhome / Mobile Home

MULTI-FAMILY HOMES: (ESSENTIAL PACKAGE)

DUPLEX.....\$675
TRIPLEX.....\$900
FOURPLEX.....\$1200

NEW CONSTRUCTION: (ESSENTIAL 2-4 YEARS)

SINGLE-FAMILY HOME.....\$600
CONDOMINIUM / TOWNHOME / MOBILE HOME.....\$575

A LA CARTE OPTIONS: (ADD TO ANY PLAN)

Multiply price by number of units if multi-unit property

KITCHEN REFRIGERATOR.....\$50
WET BAR REFRIGERATOR.....\$25
WASHER AND DRYER.....\$85
WATER SOFTENER.....\$45
ROOF LEAK REPAIR*.....\$100
EXTERIOR PIPE LEAK REPAIR*.....\$100
SWIMMING POOL / HOT TUB.....\$160
SALT WATER POOL.....\$340
FREESTANDING ICEMAKER.....\$45
SEPTIC SYSTEM AND PUMPING.....\$85
GRINDER PUMP*.....\$150
BOOSTER AND WELL PUMP.....\$150
WELL PUMP.....\$90
GUEST HOUSE ESSENTIAL PLAN.....\$145
PREPAID SERVICE CALL FEE.....\$70

*Available for single family homes only

TOTAL PLAN COST:

DUE AT CLOSE OF SALE

\$

A. SERVICE OVERVIEW

1. In accordance with the terms of this Contract, Landmark Home Warranty, hereinafter also referred to as LHW, agrees to repair or replace systems and appliances mentioned as covered for the Contract Holder, hereinafter also referred to as You.
2. LHW will repair or replace systems and appliances mentioned as covered that:
 - a. Are in proper working order on the effective date of this Contract.
 - b. Have become inoperable due to normal usage after the effective date of this Contract and are reported during the term of this Contract.
 - c. Are properly installed and located within the perimeter of the main foundation or detached garage, except those noted with an “**”.
3. LHW will repair or replace covered systems and appliances whose malfunctions, defects, and improper conditions precede the effective date of this Contract, including subsequent repairs required due to rust, corrosion, sediment, and/or lack of maintenance if:
 - a. The malfunctions, defects, and improper conditions would not have been detectable through a visual inspection and simple mechanical test performed within 60 days prior to the effective date.
 - i. A visual inspection of the covered item verifies that it appears structurally intact, properly cleaned and maintained, and without damage or missing parts that would indicate inoperability or imminent failure.
 - ii. A simple mechanical test is defined as turning the item on and off to ensure that it is fully operational. While turned on, the item should operate as intended, without causing damage, irregular sounds, smoke, or other abnormal outcomes.
 - b. The Contract Holder provides a home inspection report performed within 60 days prior to the effective date by a state licensed inspector, and covered items are documented as inspected and in proper working order and without indication that the covered item is in need of maintenance, repair, or suggestion of imminent failure. In the event the inspector notes recommend further evaluation by a trade specific professional, coverage may not apply.
4. LHW will determine, at its sole discretion, whether a covered system or appliance will be repaired or replaced.
5. Homes that have been sold for more than 30 days, and are not listed for sale, or are not part of an imminent real estate transaction at the time the Contract is received by us, do not qualify for coverage under the terms of this Contract. Call 888.493.5596 for quote.
6. Contract is for Contract Holder’s residential dwelling, less than 5,000 square feet. Homes over 5,000 square feet require additional fees. Call 866.306.2999 for quote.
7. Where the premises covered by this Contract are a condominium or multiple units, obligations are limited to the confines of the unit. Common equipment is excluded.
8. LHW reserves the right to repair and/or replace systems and appliances with non-original manufacturer parts, including rebuilt or refurbished parts. We are responsible for providing installation of equipment comparable in features, capacity, and efficiency, but not dimensions, color, or brand.
9. LHW reserves the right to provide cash in lieu of repair or replacement when an item is not repairable and a replacement item is no longer available. The cash in lieu amount is the dollar amount LHW would pay (which can be less than retail cost) for parts and labor of said covered items, less the incurred cost of the contractor’s diagnosis. Once cash in lieu is provided, LHW is no longer responsible for repair or replacement of the system or appliance for the duration of the Contract.
10. This Contract is limited to one unit per covered system or appliance (unless specifically noted or additional options purchased).
11. This Contract covers only the items mentioned as covered and excludes all others.

B. CONTRACT EFFECTIVE DATES

1. **Real Estate Transaction Contract:** becomes effective at close of sale and is in effect for one full year. Payment must be received within 14 days after close of sale. If Contract Holder takes possession prior to close of sale, the payment is due and coverage will begin upon receipt of payment.

2. **Seller’s Coverage Contract:** becomes effective the day the Contract is confirmed 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 contracts are offered in full faith that Contract Holder (home seller) will purchase a Real Estate Transaction Contract for the home buyer upon the close of sale of the home.

- a. You must contact LHW on or before the close of sale of the home in order to convert the Contract to a Real Estate Transaction Contract.
 - i. See Contract Effective Dates (1) for Real Estate Transaction Contract payment terms.
- b. If the Seller’s Coverage Contract is not converted to a Real Estate Transaction Contract through the sale of the home, the Contract will be canceled at the end of the 180-day term and no additional Contract fee will be due upon cancellation.
- c. Seller’s Coverage is not available on multiple units.

3. **New Construction Contract:** begins on the first anniversary of the close of sale and continues for three years from that date, provided the Contract fee was received by LHW within 14 days from close of sale. All systems and appliances to be covered must be in proper working order at the time coverage begins on the first anniversary after close of sale.

4. **Annual Contracts** may be paid monthly or in full. All monthly contracts automatically renew, unless canceled by the Contract Holder or are non-renewed by LHW. Monthly payments must be made by credit or debit card (Visa, MasterCard, Discover or American Express) and are subject to a \$5 per month transaction processing fee.

C. TO REQUEST SERVICE

1. Service can be initiated online at www.landmarkhw.com or via phone at 866.306.2999, 24 hours a day, 7 days a week.
2. LHW must be notified as soon as the malfunction is discovered and prior to expiration of the Contract term.
3. LHW will select an independent contractor to perform the service.
4. Under normal circumstances, services will be initiated within 48 hours after your service request is made to LHW.
5. \$70 service call fee is due to the service contractor upon their arrival to your covered property.
6. If you request the wrong trade for services, you’ll be responsible to pay an additional service call fee, payable to the appropriate service contractor.
7. Failure to pay the service call fee will result in a suspension of warranty coverage. LHW will not respond to a new service request until all previous service call fees are paid. If warranty coverage is suspended and service call fees are paid in full, the coverage will be reinstated, but the Contract period will not be extended.
8. It is your responsibility to provide access and clear non-related items away from the area that requires service. In the event the area is not accessible, the contractor will return at a later date, and you will be responsible for an additional service call fee.
9. In the event of an emergency, LHW will make reasonable efforts to expedite service within 24 hours. An emergency is defined as a failure resulting in:
 - a. Plumbing failure that causes interior flooding
 - b. Complete loss of heat or A/C in extreme temperatures, as defined by LHW
 - c. System or appliance failure causing ongoing secondary damage to the home
 - d. A condition that immediately endangers health or safety
 - e. A condition that interferes with healthcare support of occupants
 - f. No electricity, gas, water, or toilet facilities to the entire home
10. If you should request us to perform a non-emergency service request outside of normal business hours, you will be responsible for payment of additional fees, including overtime.
11. LHW reserves the right to obtain a second opinion at LHW’s expense. LHW may, at its sole discretion, authorize your request for a second opinion by a LHW contractor, and you will be responsible for the payment of an additional service call fee.
12. Service work is guaranteed for 30 days.
13. In some instances, LHW may offer you the option of finding your own contractor to provide diagnosis and possible subsequent repair. In this instance, your contractor must provide a diagnosis and itemized bid to LHW before any work is performed. LHW will not reimburse you for services performed by your own contractor without prior authorization.

D. THIS CONTRACT DOES NOT COVER:

1. Repairs or replacement required as a result of fire, freeze, flood, or other acts of God; accidents; vandalism; neglect; misuse; abuse; missing parts; cosmetic defects; design flaws; manufacturer defects; structural defects; power failure; shortage; surge or overload; inadequate capacity; or damages due to pests or pets.
2. Living spaces detached from main home, unless additional option is chosen (Guest House Essential Plan).
3. Repairs or replacement required as a result of failure to clean or maintain, according to manufacturer specifications, except as noted in Service Overview (3).
4. Repairs or replacement required as a result of improper previous or attempted repair, unless additional option is chosen (Advantage Plan).
5. Repairs or replacement required as a result of improper installation, unless additional option is chosen (Advantage Plan).
6. Consequential or secondary damage, including consequential damages due to a service contractor's conventional repair efforts of the primary item.
7. Failure to provide timely service due to conditions beyond LHW's control, including but not limited to, part or equipment delays or labor difficulties.
8. Commercial properties and/or residential properties being used for commercial purposes.
9. Systems or appliances classified by the manufacturer as commercial and/or commercial equipment modified for domestic use.
10. 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.
11. Providing or closing access to covered items, except as noted under limits for plumbing, electrical, and ductwork. LHW is not responsible for additional charges to remove or install systems, appliances, or non-related equipment; nor does LHW cover the cost of restoration of wall coverings, floor coverings, countertops, etc.
12. Cost for cranes or other lifting equipment, unless additional option is chosen (Advantage Plan).
13. Cost relating to permits, unless additional option is chosen (Advantage Plan).
14. Performance of services involving hazardous or toxic materials, including but not limited to, asbestos, mold, lead paint, or sanitation of sewage spills; costs related to disposal of hazardous or toxic materials; costs related to recapture and/or disposal of refrigerants, unless additional option is chosen (Advantage Plan).
15. Removal of defective systems and appliances, unless additional option is chosen (Advantage Plan).
16. Cost of construction, carpentry, or other modifications made necessary by a covered repair or replacement, except as noted in A/C and Heating System.
17. Items covered by a manufacturer, distributor, builder, or an extended warranty.

E. TRANSFER

1. This Contract is transferrable to a new Contract Holder at the same property address for a \$25 administration fee. You must notify LHW of this transfer by calling 866.306.2999.

F. RENEWAL

1. All notices regarding your Contract will be sent to your last email and/or mailing address of record.
2. At our discretion only, your Contract may automatically renew at the end of each Contract term for another one-year term. You agree that we may automatically renew your Contract and charge your account on the one-year anniversary of your Contract effective date, unless you cancel your Contract before the expiration date.
3. If LHW elects to renew your Contract, LHW will notify you of prevailing rates and terms approximately 45 days prior to the expiration of coverage.
4. The renewal payment is due on the renewal date and will automatically be charged to the same credit card that you used for the original Contract or the most recent renewal. Please notify LHW before the renewal date of any changes to your email, account, or billing information.

G. CANCELLATION

1. LHW may not cancel this Contract during the initial term for which it was issued, except for any of the following reasons:
 - a. Contract Holder does not pay a fee or charge due under the terms of this Contract.

b. Contract Holder engages in fraud or misrepresentation of facts material to the issuance of the Contract.

c. When the warranty Contract is for Seller's Coverage and close of sale does not occur within 180 days of the effective date.

d. Upon mutual agreement between you and LHW.

e. If you harass, harm, or threaten the safety or well being of any employee of LHW, our independent contractors, or any property of LHW or of our independent contractors.

2. Real Estate Transaction Contract: Contract Holder may cancel at any time. If canceled within 30 days of Contract effective date, and no service request has been made, the Contract Holder is entitled to a full refund of paid Contract fees, less an administrative fee of \$75. If Contract is canceled beyond 30 days of Contract effective date, Contract Holder shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less a \$75 administrative fee and any actual service costs incurred by LHW.

3. If Seller's Coverage Contract is canceled and the Contract will not be paid in full for a home buyer as a Real Estate Transaction Contract, no additional Contract fee will be due.

H. MISCELLANEOUS

RIGHT TO CONTACT: LHW may use Contract Holder's contact information to perform business functions and to contact you when necessary. We may also use this information to notify you about new products or services and special promotions offered by LHW or any of its affiliates. LHW will not sell, rent or lease Contract Holder's contact information to third parties.

MANDATORY ARBITRATION: Any claim, dispute, or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

CLASS ACTION WAIVER: Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that they would have had a right to litigate through a court, to have a judge or jury decide their case, and to be party to a class or representative action; however, they understand and choose to have any claims decided individually, through arbitration.

NOTICE: You the buyer have other rights and remedies under the Texas Deceptive Trade Practices-Consumer Protection Act which are in addition to any remedy which may be available under this contract. For more information concerning your rights, contact the consumer protection division of the Attorney General's office, your local district or county attorney or the attorney of your choice.

This Contract is issued pursuant to a license granted by the Texas Real Estate Commission, and complaints in connection with this Contract may be directed to the commission at P.O. Box 12188, Austin, Texas 78711, (512) 936-3049. The purchase of a home warranty contract is optional, and similar coverage may be purchased through other residential service companies or insurance companies authorized to transact business in Texas.

PLANS

I. ESSENTIAL PLAN

\$70 SERVICE CALL FEE

REAL ESTATE TRANSACTION CONTRACT

SINGLE-FAMILY RESIDENCE.....	\$400
SELLER'S COVERAGE LIMITS: \$1,500 coverage/payout limit during Seller's Coverage term. All other essential plan exclusions and/or limitations apply.	
CONDOMINIUM.....	\$400
DUPLEX.....	\$675
TRIPLEX.....	\$900
FOURPLEX.....	\$1,200
NEW CONSTRUCTION CONTRACT (ESSENTIAL YEARS 2-4)	
SINGLE-FAMILY RESIDENCE.....	\$600
CONDOMINIUM/TOWNHOME/MOBILE HOME.....	\$575

RE-KEY SERVICE

COVERED: For the applicable service call fee, LHW will re-key up to six locks, for standard cylinder door locks and deadbolts, and provide four copies of the key.

EXCLUSIONS: Non-standard cylinder door locks, including but not limited to, high security door locks, storm doors, and biometric door locks. LHW is not responsible for picking locks.

AIR CONDITIONING* AND HEATING SYSTEM

COVERED: All components and parts of the following air conditioning and heating systems: ducted electric central air conditioning systems; forced air, gas, or electric central heating systems; air source heat pumps; all mechanical parts thereof, including but not limited to thermostats and accessible refrigerant lines. Multiple units covered.

EFFICIENCY AND MODIFICATIONS: If LHW determines a covered air conditioning or heating unit must be replaced according to the terms of the Contract, and equipment compatible with the inoperable unit is not available, LHW will replace the inoperable unit with one that meets the current federal, state, and/or local government efficiency standards. During a covered repair or replacement of heating or air conditioning equipment, LHW includes modifications to the following items, as needed to complete the repair or replacement, limited to \$500: air handling transition; plenum; duct transition; flues; flex piping; refrigerant lines; drain pans and lines; and indoor electrical.

EXCLUSIONS: Water source heat pumps; boiler and radiant heat systems; wall units; window units; water evaporative coolers; portable units; chiller systems and chiller components; solar heating; oil or diesel heating systems; units in excess of 5-ton capacity; fireplaces of any kind (even if main source of heat) and key valves; wood, pellet, or gas stoves; humidifiers; filters; electronic air cleaners; computerized HVAC management systems or zone controllers; flues and vents; roof jacks or stands; condenser casings; deionizers; registers; grills; pre-coolers; leak detection tests; structural modifications required in connection with any covered repair; inaccessible and/or wall obstructed refrigerant lines; drain and condensate pans, except as noted in "Efficiency and Modifications"; failure or inadequacy caused by system operation outside of manufacturer specifications.

LIMITS: \$500 maximum for diagnosis, repair, or replacement of ductwork. LHW will provide access through unobstructed walls, ceilings, and floors only, and will provide cash in lieu of returning the access opening to rough finish condition in the following amounts: smaller than 5 square feet: \$40; 5-10 square feet: \$65.

AIR CONDITIONING* TUNE-UP

COVERED: For the applicable service call fee, LHW will perform one air conditioner tune-up as follows: calibrate thermostat; test temperature split; check refrigerant levels and system pressures; perform amp draw on condenser and evaporator motors and compressor; clean condenser coils; check contactors; check condensate lines; clean and tighten electrical connections; test capacitors; and test safety switches.

NOTE: In the event a Contract Holder places an additional service request while the contractor is performing a tune-up at their home, the Contract Holder is required to pay an additional service call fee.

LIMITS: Tune-ups are covered for one unit. Contract Holder will be responsible to pay the service contractor \$30 for each additional unit.

HEATING TUNE-UP

COVERED: For the applicable service call fee, LHW will perform one heating system tune-up as follows: calibrate thermostat; check heat operations; clean and tighten electrical connections; inspect pilot system; test safety switches; test limit switches; and clean burners.

NOTE: In the event a Contract Holder places an additional service request while the contractor is performing a tune-up at their home, the Contract Holder is required to pay an additional service call fee.

HEATING TUNE-UP LIMITS: Tune-ups are covered for one unit. Contract Holder will be responsible to pay the service contractor \$30 for each additional unit.

PLUMBING SYSTEM

COVERED: Gas or electric water heaters up to 70 gallons (multiple units covered); tankless water heaters; plumbing pipe leaks; clearing of drain line stoppages through an accessible cleanout, up to 100 feet from access point; recirculating pump; toilets and related mechanisms; toilet wax ring seals; built-in bathtub whirlpool motor, pump, and air switch assemblies; valves for shower, tub, and diverter valves; ball valves; gate valves; faucets, shower arms and shower heads (replaced with chrome builders standard, when necessary); interior hose bibbs; pressure regulators; permanently installed sump pumps (ground water only).

EXCLUSIONS: Stoppages caused by collapsed, damaged, or broken drain, vent, or sewer lines outside the home's main foundation; stoppages or breaks caused by roots; stoppages that cannot be cleared with a standard 100-foot sewer cable, even if within the home's main foundation; hydrojetting unless additional option is chosen (Advantage Plan); cameras; flow restrictions in fresh water lines; bathtubs; sinks; showers; shower enclosures and base pans; toilet lids and seats; whirlpool jets; caulking; grouting; water filtration/purification system; septic tanks; holding or storage tanks; saunas or steam rooms; costs to locate or access cleanouts, including through roof vents and toilet removal unless additional option is chosen (Advantage Plan); cost to install cleanouts; external hose bibbs; polybutylene piping; leak detection tests; water heater expansion tanks; icemaker water lines; water softeners; inadequate or excessive water pressure; sewage ejector pump; all other parts and repairs that are not listed as covered.

LIMITS: \$1,000 maximum for diagnosis, repair, or replacement for leaks in concrete-encased water, drain, or gas lines. LHW will provide access through unobstructed walls, ceilings, and floors only, and will provide cash in lieu of returning the access opening to rough finish condition in the following amounts: smaller than 5 square feet: \$40; 5-10 square feet: \$65. Obstructions to plumbing are the Contract Holder's responsibility to remove and include: tile, cabinetry, or any other items permanently affixed or requiring additional work to remove. Toilet tanks and bowls replaced with builders standard, when necessary. Limit one sewer stoppage clearing per sewer line or secondary waste line. \$800 maximum for diagnosis, repair, or replacement of tankless water heaters.

APPLIANCES

COVERED: Dishwasher; oven; range/cooktop; built-in microwave; kitchen exhaust fan; garbage disposal. All components and parts affecting the heating or cleaning operation of the unit, including hinges and seals.

EXCLUSIONS: Lights or light sockets; racks; rollers; runner guards; shelves; interior linings; timers and clocks (that do not affect the heating or cleaning operation of the unit); knobs; portable or countertop microwaves; trim kits; halogen units.

LIMITS: Electromagnetic induction cooktops replaced with builders standard, when necessary; \$1,000 maximum to diagnose, repair, or replace microwave/oven combination units.

ELECTRICAL SYSTEM

COVERED: Wiring; panels and subpanels*; plugs; switches and fuses; junction boxes; circuit breakers; conduit; exhaust fans; ceiling fans.

EXCLUSIONS: Light fixtures; wireless remotes; ballasts; telephone wiring; heat lamps; intercoms; alarms; electronic or computerized energy management or lighting and appliance management systems; doorbell and related wiring; chimes; saunas or steam rooms; smoke detectors.

LIMITS: LHW will provide access through unobstructed walls, ceilings, and floors only, and will provide cash in lieu of returning the access opening to rough finish condition in the following amounts: smaller than 5 square feet: \$40; 5-10 square feet: \$65.

GARAGE DOOR OPENER

COVERED: Motor; capacitor; eye sensors; switches; receiver unit; carriage; push arm; hinges; keypad; springs.

EXCLUSIONS: Garage doors; remote transmitters; chains; cables; adjustments.

PEST CONTROL

INCLUDES TREATMENT OF: Ants; roaches; crickets; spiders; silverfish; millipedes; centipedes; pillbugs; ground beetles; earwigs; clover mites; and sowbugs.

DOES NOT INCLUDE TREATMENT OF: Fungus; wood-destroying organisms, including termites and any pest not listed above; infested areas outside the perimeter of the main house foundation; repair of past, existing, or future damage to the property caused by any wood-destroying insect or organism.

NOTE: Not available for Seller's Coverage.

SUBTERRANEAN TERMITE TREATMENT

COVERED: Subterranean termite infestation treatment located in the interior of the home or exterior of the main foundation/perimeter of the home and attached garage.

EXCLUSIONS: Decks, fences, and infestation or treatment of any area farther than 24 inches away from the main foundation/perimeter of the home; any repairs or damages due to subterranean termites.

LIMITS: \$700 maximum to diagnose and treat infestation of subterranean termites.

NOTE: \$70 service call fee if no treatment occurs. \$195 service call fee if treatment occurs. Not available for Seller's Coverage.

J. OPTIONAL PACKAGES

NOTE: Not available for Seller's Coverage. Contract Holder may purchase Optional Coverage up to 30 days after the effective date of the original Contract; however, additional options selected after the effective date of coverage shall commence upon receipt of payment and will expire one year after the original Contract effective date.

NOTE: Optional Coverage pricing displayed below is for Single Family Residence. Optional Coverage is available for Duplex, Triplex, and Fourplex, and displayed pricing should be multiplied by 2 for Duplex, 3 for Triplex, and 4 for Fourplex.

K. ADVANTAGE PLAN

\$75

NOTE: The selection of this option provides coverage on the items below, which are excluded from the Essential Plan.

PLUMBING

COVERED: Toilet removal and reattachment for access to clear drain line stoppages when no existing cleanout is present; hydrojetting when stoppage is unable to be cleared by a standard sewer cable (all other exclusions and limitations apply – see Essential Plan plumbing system).

AIR CONDITIONER

COVERED: Refrigerant recapture, recovery, and recharge; **recharge limited to \$20 per pound.**

NO FAULT COVERAGE

PERMITS: Where local building permits are required prior to commencing replacement of a covered item, LHW will pay up to \$250 per required permit. LHW will not be responsible for replacement service when permits cannot be obtained.

CODE VIOLATIONS: LHW will pay up to \$250 to correct code violations, if required to effect a covered repair or replacement.

IMPROPER PRIOR REPAIR: LHW will pay up to \$250 to repair or replace covered items that were improperly installed or repaired prior to the Contract effective date, if the improper installation or repair was not detectable by a visual inspection or simple mechanical test prior to the Contract effective date, as defined in Service Overview (3).

HAUL AWAY: LHW will pay up to \$100 per occurrence to remove a covered system, appliance, or component when LHW is replacing a covered system, appliance, or component.

CRANE: LHW will pay up to \$250 for the use of cranes or other lifting equipment required for a covered service of rooftop heating or air conditioning units.

L. VALUE PLAN

\$100

ADVANTAGE PLAN + KITCHEN REFRIGERATOR

M. COMPREHENSIVE PLAN

\$150

VALUE PLAN + WASHER/DRYER

N. A LA CARTE OPTIONS

KITCHEN REFRIGERATOR.....\$50

WET BAR REFRIGERATOR.....\$25

COVERED: Mechanical components and parts that affect the cooling operation, including refrigerant recapture, recovery, and recharge; icemaker; beverage dispenser.

EXCLUSIONS: Wine chillers; water lines; trays; lights or light sockets; baskets; buckets; food spoilage; trim kits; rollers; racks; handles; door seals; runner guards; shelves; interior linings; touch pads.

LIMITS: \$1,500 maximum to diagnose, repair, or replace kitchen refrigerator; \$500 maximum to diagnose, repair, or replace wet bar refrigerator.

WASHER - DRYER (Per Set).....\$85

COVERED: Mechanical components and parts that affect the operation.

EXCLUSIONS: Touch pad assembly; soap dispenser; knobs; filter; lint screens; venting; dials; interior thermal shells; trim kits; "all-in-one" washer/dryer units.

LIMITS: \$2,000 maximum to diagnose, repair, or replace (per set).

WATER SOFTENER.....\$45

COVERED: Mechanical components and parts that affect the operation.

EXCLUSIONS: Softening agents; resin bed; conditions caused by chemical, calcium, build-up/deposits; filter and related components.

LIMITS: \$500 maximum to diagnose, repair, or replace.

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 on the effective date of the Contract.

EXCLUSIONS: Gutters; drain lines; flashing; skylights; patio covers; scuppers; glass; sheet metal; roof-mounted installations; leaks manifested prior to the effective date of the Contract.

LIMITS: An actual water leak must occur during the coverage period for coverage to apply under this Contract. Roof repairs will be limited to \$1,000 for diagnosis, labor, parts, and/or materials. NOTE: Not available to condos or multi-unit buildings.

EXTERIOR PIPE LEAK REPAIR*.....\$100

COVERED: Concrete-encased or underground pipe leaks located outside the foundation of the covered structure, including water, gas, and drain lines that service the main home.

EXCLUSIONS: Hose bibbs; sprinkler systems; pool piping; downspout; landscape drain lines; damage due to roots. LHW is not responsible to replace or restore landscaping as a result of accessing and closing access to underground plumbing.

LIMIT: \$1,000 maximum to diagnose and repair.

NOTE: Not available to condos or multi-unit buildings.

SWIMMING POOL AND HOT TUB*.....\$160

SALT WATER SWIMMING POOL AND HOT TUB*.....\$340

COVERED: Above-ground and accessible working parts and components of heating and filtration system as follows: heater; pool pump; motor; filter housing; filter timer; gaskets; blower; back flush valve; pool sweep motor and pump; above-ground plumbing pipes and wiring.

ADDITIONAL COVERAGE FOR SALT WATER POOLS: Salt water control unit; salt cell; flow sensor for the salt water chlorinator.

EXCLUSIONS: Jets; lights; skimmers; pool liner; pool cover and related equipment; fill line; fill valve; control panels, boards, and switches; cartridge filters; disposable filtration mediums; sand as filtration medium; pop-up heads; turbo valves; heat pump; solar plumbing or heating equipment.

SWIMMING POOL AND HOT TUB LIMITS: Repairs will be limited to \$1,000 per Contract for diagnosis, labor, parts, and/or materials.

SALT WATER SWIMMING POOL AND HOT TUB LIMITS: Repairs will be limited to \$2,000 per Contract for diagnosis, labor, parts, and/or materials.

FREESTANDING ICEMAKER*.....\$45

COVERED: All components that affect the ice making, crushing, and beverage dispensing operation of the unit, including compressor, thermostat, condenser coil, evaporator motor, and fill valve.

EXCLUSIONS: Interior thermal shells; insulation.

LIMITS: \$1,500 maximum to diagnose and repair.

SEPTIC SYSTEM AND PUMPING*.....\$85

COVERED: Aerobic pump; jet pump; sewage ejector pump; septic tank; and line from house. If stoppage is due to septic tank backup, LHW will pump the septic tank one time during the term of the Contract.

EXCLUSIONS: Tile fields and leach beds; leach lines; lateral lines; insufficient capacity; cleanout; the cost of locating or gaining access to tank; chemical treatments.

LIMITS: Coverage limited to one septic tank. \$500 maximum to diagnose, repair, or replace septic system. Septic tank pumping is limited to one occurrence during the Contract term.

GRINDER PUMP*.....\$150

COVERED: Sewage grinder pump utilized for the main dwelling only, up to 2 horsepower.

EXCLUSIONS: Grinder pump station housing; electrical panel box; piping and electrical lines; components.

LIMITS: \$1,500 maximum to diagnose, repair, or replace.

NOTE: Not available to condos or multi-unit buildings.

BOOSTER AND WELL PUMP*.....\$150

COVERED: Booster and well pump utilized for the main dwelling only.

EXCLUSIONS: Piping and electrical lines; well casing; storage or pressure tank; control boxes; pressure switches; capacitors or relays; well pump and well pump components and piping for geothermal and/or water source heat pumps; access to repair well pump system.

LIMITS: \$1,500 maximum to diagnose and repair. NOTE: Domestic use only.

WELL PUMP*.....\$90

COVERED: Well pump utilized for the main dwelling only.

EXCLUSIONS: Piping and electrical lines; well casing; storage or pressure tank; control boxes; pressure switches; capacitors or relays; well pump and well pump components and piping for geothermal and/or water source heat pumps; access to repair well pump system.

LIMITS: \$1,500 maximum to diagnose and repair. NOTE: Domestic use only.

GUEST HOUSE ESSENTIAL PLAN*.....\$145

COVERED: Additional living space up to 1,500 square feet, which includes all items listed in Essential Plan.

NOTE: Optional Coverage added to the main living space does not apply to Guest House Essential Plan. Optional Coverage is available and can be added to the guest house at the time of order placement, or within 30 days of the effective date.

PRE-PAID SERVICE CALL FEE.....\$70

NOTE: If unused during the Contract term, and we elect to renew your Contract, the pre-paid service call fee will remain available with the renewal Contract.

CHECK OFF YOUR MOVING TO DO LIST

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HOW TO USE A **HOME WARRANTY**



1 READ THE CONTRACT AND SOLIDIFY COVERAGE

During the first 30 days after closing solidify which coverage you want. Read the contract to know what's covered.



2 MAINTAIN YOUR SYSTEMS AND APPLIANCES

Keep your systems and appliances maintained. You can find our tips online at www.landmarkhw.com.



3 CALL US FIRST WHEN SOMETHING FAILS

When a system or appliance fails, call Landmark first or open a service request online.



4 LANDMARK SENDS A CONTRACTOR TO YOU

One of our customer service claims managers will connect you with a qualified technician.



5 YOU'LL PAY A SERVICE CALL FEE

You'll pay the contractor a service call fee for diagnosis of the failed system or appliance.



6 CONTRACTOR WILL REPAIR OR REPLACE

If the repair or replacement is covered under the contract, then we'll take care of the rest!



“Landmark is committed to truly giving our customers remarkable service. We strive every day to remember the people who have helped us get where we are today, and those people are our real estate partners, contractors, and homeowners. You are the reason we are here, and we remember that with every interaction, email, and phone call. Thank you for being a part of the Landmark Family!”

-Alma Jeppson, CEO and Owner