



LANDMARK[®] HOME WARRANTY

DELIVERING REMARKABLE SERVICE

www.landmarkhw.com

GABRIEL MCLANE

DFW South Account Executive

mobile: 682.206.9048

main: 866.306.2999

email: gabriel.mclane@landmarkhw.com



2020 BEST REGIONAL COMPANY



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 also 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 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 THE **BEST HOME WARRANTY** IN THE REGION **FOUR** TIMES



**BEST REGIONAL COMPANY
2015 - 2016 - 2019 - 2020**

“I love using Landmark Home Warranty. The customer service is very attentive and they always make sure they can do their best to handle our service requests. The contractors they used for us have always been professional and timley. I have been using them for four years now and I have no plans on switching.”

- Chris C.
Homeowner

“I love Landmark Home Warranties. They cover a lot of extras. They also are great to fix a problem should one arise. I am confident when my clients have a Landmark Home Warranty on the property that they buy that they will be taken care of should they need help.”

- Nancy F.
Real Estate Agent

“I bought a home 6 months ago and was advised to purchase Landmark. The best thing I ever did. I’ve had to call them on a couple of things and they’re very professional and caring. The customer experience with the company is incredible. Having Landmark has really brought me peace of mind. I referred a few friends to them and they are super impressed with them as well.”

- Brent W.
Homeowner

“[Landmark] is the best. It took no time for me to set up an appointment and get my HVAC fixed. They follow up with you to keep you posted on what is going on. Once it was fixed they sent an email asking how my experience was. I’ve been in the customer service industry and this company simply goes above and beyond.”

- Joseph P.
Homeowner

WHICH PLAN FITS YOUR NEEDS?

	COMPREHENSIVE	VALUE	ADVANTAGE	ESSENTIAL
SERVICE	\$550/YR	\$500/YR	\$475/YR	\$400/YR
Re-Key Service	✓	✓	✓	✓
A/C and Heating Pre-Season Tune-up	✓	✓	✓	✓
Subterranean Termite Treatment (\$195 Service Call Fee)	✓	✓	✓	✓
Pest Control Treatment	✓	✓	✓	✓
FAILURE DUE TO				
Sediment	✓	✓	✓	✓
Rust and Corrosion	✓	✓	✓	✓
Lack of Maintenance	✓	✓	✓	✓
AIR CONDITIONER / HEATER				
Unlimited A/C Units	✓	✓	✓	✓
Unlimited Heating Units	✓	✓	✓	✓
HVAC Modifications	✓	✓	✓	✓
Freon Recapture / Recovery / Recharge	✓	✓	✓	✓
ELECTRICAL				
Electrical System	✓	✓	✓	✓
Ceiling and Exhaust Fans	✓	✓	✓	✓
Garage Door Opener Unit and Springs	✓	✓	✓	✓
PLUMBING				
Water Heaters (up to 80 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 Bibs	✓	✓	✓	✓
Pressure Regulators	✓	✓	✓	✓
Toilet Removal, Reattachment	✓	✓	✓	✓
Hydrojetting	✓	✓	✓	✓
NO FAULT COVERAGE UPGRADE				
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	\$550/YR	\$500/YR	\$475/YR	\$400/YR

\$70 Service Call Fee

COMPREHENSIVE PLAN

VALUE PLAN

ADVANTAGE PLAN

ESSENTIAL PLAN

LISTING COVERAGE
PLEASE SEE LIMITS IN SECTION B

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,
7 AM to 6 PM AZ time.

ORDER BY FAX/MAIL:

FAX: 866-306-1888

20410 N. 19th Avenue Suite 200
Phoenix, AZ 85027

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'S EMAIL ESTIMATED CLOSE DATE

COVERAGE PACKAGE AND OPTIONS

ESSENTIAL PLAN \$400

LISTING COVERAGE (SEE SECTION B, 2 FOR LIMITS)

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
KITCHEN REFRIGERATOR LIMIT UPGRADE* \$45
HVAC EQUIPMENT INCOMPATIBILITY PROTECTION ... \$100
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

Kitchen Refrigerator Limit Upgrade available when coverage for the Kitchen Refrigerator is selected and plan fees are paid.

**Available for single-family homes only.

TOTAL PLAN COST: \$ _____
DUE AT CLOSE OF SALE

CONTRACT

A. SERVICE OVERVIEW

- In accordance with, and subject to, the terms and conditions of this Contract, Landmark Home Warranty, hereinafter also referred to as LHW, agrees to provide coverage for the specific systems and components stated as covered hereunder ("Covered Items") for the benefit of the Contract Holder, hereinafter also referred to as You.
- In order to receive coverage for Covered Items hereunder, such Covered Items:
 - Must be in proper working order on the effective date of this Contract.
 - Must have become inoperable due to normal usage on or after the effective date of this Contract and Covered Item malfunctions must be reported during the Contract term.
 - Must be properly installed and located within the perimeter of the main foundation or detached garage, except those Covered Items noted with an "*".
- LHW will provide coverage as specified hereunder for Covered Items whose malfunctions, defects, or improper conditions precede the effective date of this Contract, including subsequent repairs required due to rust, corrosion, sediment, and/or lack of maintenance if:
 - Such malfunctions, defects, or improper conditions would not have been detectable through a visual inspection and simple mechanical test performed within 60 days prior to the effective date of this Contract.
 - 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.
 - A simple mechanical test is defined as turning the Covered 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.
 - The Contract Holder provides a home inspection report performed within 60 days prior to the Contract 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.
 - The malfunctions, defects, and improper conditions were known or should reasonably have been known by LHW or the person selling this contract on LHW's behalf.
- LHW will determine, at its sole discretion, whether a Covered Item will be repaired or replaced.
- 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 LHW, do not qualify for coverage under the terms of this Contract. Call 888.493.5596 for quote.
- This Contract is for Contract Holder's residential dwelling, which must be 5,000 square feet or less in order to receive coverage. Homes over 5,000 square feet will require additional fees and LHW's approval prior to coverage being effective. Call 877.333.4200 for quote.
- 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 from coverage hereunder.
- LHW reserves the right to repair and/or replace Covered Items with non-original manufacturer parts, including rebuilt or refurbished parts. When replacing a Covered Item, LHW will use reasonable efforts to install equipment comparable in features, capacity, and efficiency with the Covered Item being replaced, but will not be responsible for matching dimensions, color, or brand.
- LHW reserves the right to provide cash in lieu of repair or replacement, in some instances, such as when a Covered Item is not repairable or a replacement for a malfunctioning Covered Item is not available. The cash in lieu amount is calculated as the dollar amount LHW would pay (which may be less than retail cost) for parts and labor of said Covered Items, if it were to provide repair or replacement, rather than cash in lieu, less the cost incurred for the contractor's diagnosis. If a cash in lieu is provided for a Covered Item, LHW will not be responsible for any repair or replacement of the Covered Item for the duration of the Contract.
- This Contract is limited to one unit per Covered Item (unless specifically noted or additional options purchased).
- This Contract covers only the items mentioned as covered and excludes all others. Coverage is subject to all applicable limitations, exclusions, and provisions as stated in this Contract.

B. CONTRACT EFFECTIVE DATES

- Real Estate Transaction Contract:** becomes effective at the time of the close of sale of the property for which coverage will apply and will be in effect for one full year, unless terminated earlier in accordance with the terms and conditions hereof. Payment for this Contract must be received within 14 days after such close of sale. If Contract Holder takes possession prior to such close of sale, the payment is due and coverage will begin upon LHW's receipt of the applicable Contract payment.
- Seller's Coverage Contract:** becomes effective the day the Contract is confirmed by LHW and continues until the expiration of the applicable property's 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.
 - 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.
 - See Contract Effective Dates (1 in this Section above) for Real Estate Transaction Contract payment terms.
 - Should home seller submit a claim during Seller's Coverage period, \$200 of the plan fee will be due at the time of service request in addition to the trade service call fee. The remainder of the plan fee will be due upon close of escrow.
 - In the event that the close of escrow does not occur in the 180-day period, LHW may, at its sole discretion, extend the Seller's Coverage term. Should LHW extend the Seller's Coverage term, an extra fee may be charged.
 - Seller's Coverage is not available on multiple units.
 - Options are not covered during Seller's Coverage period.
- New Construction Contract:** begins on the first anniversary of the close of the home sale and continues for three years from that date, provided the Contract fee was received by LHW within 14 days from close of sale, and the Contract is not otherwise terminated earlier in accordance with its terms and conditions. All items to be covered hereunder must be in proper working order at the time coverage begins on the first anniversary after close of sale.
- Annual Contracts** may be paid monthly or upfront in full. All monthly paid contracts automatically continue coverage under LHW's then-current contract terms and conditions ("Continued Coverage"), unless canceled by the Contract Holder or LHW chooses not to issue a new contract for Continued Coverage to the Contract Holder after this Contract expires. 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:

- Service requests may be initiated online at www.landmarkhw.com or via phone at 866.306.2999, 24 hours a day, 7 days a week.
- LHW must be notified as soon as the Covered Item malfunction is discovered by you and prior to the expiration of the Contract term in order to receive service.
- LHW will initiate service by selecting an independent contractor to perform the service.
- LHW will make reasonable efforts to initiate service within 48 hours after your service request is made to LHW.
- For each separate trade item, the service call fee is due and payable to LHW at the time of scheduled service request.
- If you request services for a trade other than the one for which you actually need service, you'll be responsible to pay an additional service call fee, payable to LHW.
- Failure to pay the service call fee will result in a suspension of Contract coverage. LHW will not respond to a new service request until all previous service call fees are paid in full. If your Contract coverage is suspended for non-payment and service call fees are subsequently paid in full, the coverage will be reinstated, but the Contract period will not be extended.
- It is your responsibility to provide access and clear non-related items away from the area where service needs to be performed. 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.
- LHW reserves the right to obtain a second opinion regarding the Covered Item malfunction and the diagnosis thereof 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.
- Service work on Covered Items is guaranteed for 30 days from the date of the applicable service. If a different repair is required or no failures are found a new service call fee is due.
- 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 LHW's prior authorization.

D. THIS CONTRACT DOES NOT COVER:

1. Repairs or replacement required as a result of fire, freezing, flood, hail, wind damage, lightning, smoke, earthquakes, mud slides, soil movement, or other acts of God; accidents; war; riots; vandalism; neglect; misuse; abuse; missing parts, components, or equipment; cosmetic defects; design flaws; manufacturer defects; structural defects; power failure; shortage, outage, surge or overload; inadequate capacity; or damages due to pests or pets.
2. Items located in living spaces detached from the main home, unless additional option is chosen (e.g., Guest House Essential Plan).
3. Repairs or replacement required as a result of any failure to clean or maintain any Covered Item, accordance with its manufacturer's specifications, except as noted in Service Overview above.
4. Repairs or replacement required as a result of any previous improper or attempted repair of any item, unless additional option is chosen (e.g., Advantage Plan).
5. Repairs or replacement required as a result of improper installation, unless said improper installation was completed under this contract or additional option is chosen (e.g., Advantage Plan).
6. Repair, replacement, installation, or modification of any Covered Item that has been determined to be defective by the Consumer Product Safety Commission or for which a manufacturer has issued a warning, recall, or determination of defect.
7. Secondary, consequential, or incidental damages resulting from the malfunction of any Covered Item such as but not limited to food spoilage, loss of income, utility bills, or additional living expenses, or damages due to a service contractor's conventional repair efforts of the item for which you seek service hereunder.
8. Failure to provide timely service due to conditions beyond LHW's reasonable control, including but not limited to, part or equipment delays, or labor difficulties.
9. Commercial properties and/or residential properties being used for commercial purposes.
10. Systems or appliances classified by the manufacturer as commercial and/or commercial equipment modified for domestic use.
11. Electronic, computerized home management systems such as but not limited to energy, lighting, comfort, appliance, or pool management systems.
12. Internet/wireless connectivity and multi-media features of Covered Items.
13. 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 Item.
14. Chemical, soap, or sedimentary build-up of Covered Items.
15. Providing or closing access to any Covered Items, except as noted under limits for plumbing, electrical, and ductwork. LHW is not responsible for any charges for or related to the removal or installation of any systems, appliances, or equipment other than as specifically provided for hereunder; nor does LHW cover the cost associated with the restoration of wall coverings, floor coverings, countertops, etc.
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. Cost relating to permits, unless additional option is chosen (e.g., Advantage Plan).
18. 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 (e.g., Advantage Plan).
19. Removal of defective systems and appliances, unless additional option is chosen (e.g., Advantage Plan).
20. Cost of construction, carpentry, or other modifications made necessary by a Covered Item repair or replacement, except as noted under the EFFICIENCY AND MODIFICATIONS notes in Air Conditioning and Heating System Section hereof.
21. Items covered by a manufacturer, distributor, builder, or an extended warranty.

E. TRANSFER

1. This Contract is transferable 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. CONTINUED COVERAGE

1. All notices regarding your Contract will be sent to your last email and/or mailing address of record.
2. LHW may, in its sole discretion, elect to continue to offer you coverage at the end of your Contract term for another one-year term, under LHW's then-current terms and conditions ("Continued Coverage"). You agree that LHW may automatically continue your coverage under such contract terms and conditions and charge your account on the one-year anniversary of your Contract effective date, unless you cancel your Contract before its expiration date.
3. If LHW elects to offer you Continued Coverage under a new contract, LHW will notify you of prevailing rates and terms approximately 45 days prior to the expiration of this Contract.
4. The payment for Continued Coverage is due on the new contract effective date and will automatically be charged to the same credit card that you used for this Contract or your most recent payment. Please notify LHW before the new contract effective date of any changes to your email, account, or billing information.

G. CANCELLATION

1. LHW may not cancel this Contract during the 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 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 our independent contractors.
2. Real Estate Transaction Contract: Contract Holder may cancel at anytime. 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 cost incurred by LHW.
3. In the event that a Home Seller's Contract is cancelled any time after the effective date, the Contract Holder shall be entitled to a pro-rata refund of the paid plan fee for the unexpired term less:
 - a. any unpaid service call fees;
 - b. LHW's total cost to provide service under this Contract;
 - c. and an administration fee of \$75.

H. MISCELLANEOUS

RIGHT TO CONTACT

LHW may use Contract Holder's contact information to perform business functions and to contact you when necessary. LHW 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, your local district or county attorney or 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:	
Essential Plan Only. All exclusions and/or limitations apply.	
CONDOMINIUM	\$400
DUPLEX	\$675
TRIPLEX	\$900
FOURPLEX	\$1200
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.

NOT COVERED: 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; radiant hot water; 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: air handling transition; plenum; duct transition; flues; flex piping; refrigerant lines; drain pans and lines; and indoor electrical.

NOT COVERED: Water source heat pumps; boiler and radiant heat systems (except as noted as covered); 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: Maximum for diagnosis, repair, or replacement per Contract period for the following items: \$1,500 for radiant hot water systems; \$500 for ductwork; \$500 for modifications on covered repair or replacement of heating or air conditioning equipment. 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.

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 residential water heaters not exceeding 80 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 (LHW reserves the right to replace such Covered Item with chrome builder's standard); interior hose bibs; pressure regulators; permanently installed sump pumps (ground water only).

NOT COVERED: 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; 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; cost to install cleanouts, including through roof vents and toilet removal unless additional option is chosen (e.g., Advantage Plan); external hose bibs; 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 per Contract period. 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 access are the Contract Holder's responsibility to remove and include, but are not limited to: tile, cabinetry, or any other items permanently affixed or requiring additional work to remove. Toilet tanks and bowls replaced with builder's standard, in LHW's sole discretion. Limit one sewer stoppage clearing per sewer line or secondary waste line. \$800 maximum for diagnosis, repair, or replacement of tankless water heaters per Contract period.

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.

NOT COVERED: 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 may be replaced with builder's standard, in LHW's sole discretion; \$1,000 maximum to diagnose, repair, or replace microwave/oven combination units per Contract period.

ELECTRICAL SYSTEM

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

NOT COVERED: 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.

NOT COVERED: 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.

NOT COVERED: 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: \$65 service call fee if no treatment occurs. \$195 service call fee if treatment occurs. Not available for Seller's Coverage.

ADDITIONAL BENEFITS

COVERED: From time to time, LHW, in its sole discretion, may offer you additional benefits or services under this Home Service Plan ("Additional Benefit"). Any such Additional Benefit shall be subject to the terms and conditions of the Agreement and any other terms and conditions specified by LHW when communicating to you concerning any such Additional Benefit. Any such Additional Benefit which you choose to utilize may be subject to additional costs, including but not limited to a Trade Service Fee.

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

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 required permits cannot be obtained.

CODE VIOLATIONS: LHW will pay up to \$250 to correct code violations, if required to allow for the repair or replacement of a Covered Item.

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.

HAUL AWAY: LHW will pay up to \$100 per occurrence to remove a Covered Item when LHW is replacing such Covered Item.

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

ADVANTAGE PLAN + KITCHEN REFRIGERATOR

M. COMPREHENSIVE PLAN

VALUE PLAN + WASHER/DRYER

N. A LA CARTE OPTIONS

HVAC EQUIPMENT INCOMPATIBILITY PROTECTION... \$100

COVERED: When LHW replaces an R-22 condenser or air handler, if any replacement parts become incompatible with the existing equipment due to changes in the federally mandated refrigerant standards, LHW will upgrade the existing covered air conditioning equipment to maintain compatibility and to meet the new federal standards.

NOT COVERED: Plenum, transition, or structural modifications.

KITCHEN REFRIGERATOR LIMIT UPGRADE..... \$45

COVERED: This upgrade increases the maximum for diagnosis, repair or replacement on a Kitchen Refrigerator from \$1,500 to \$3,000. When this option is selected and the option fee is paid, LHW will pay up to \$3,000 for diagnosis, repair or replacement of the kitchen refrigerator per Contract period.

NOTE: Coverage is only available for purchase when the Kitchen Refrigerator coverage is selected, and the plan and option fees are paid.

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.

NOT COVERED: Wine chillers; water lines; trays; lights or light sockets; baskets; buckets; filter housing; food spoilage; trim kits; rollers; racks; handles; door seals; runner guards; shelves; interior linings; touch pads; multi-media centers.

LIMITS: Maximum for diagnosis, repair, or replacement per Contract period for the following items: \$1,500 for kitchen refrigerator; \$500 for wet bar refrigerator. Refrigerant recovery recapture, and recharge limited to \$20 per pound.

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

COVERED: Mechanical components and parts that affect the operation.

NOT COVERED: 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 washer/dryer set) per Contract period.

WATER SOFTENER \$45

COVERED: Mechanical components and parts that affect the operation.

NOT COVERED: Softening agents; resin bed; conditions caused by chemical, calcium, build-up/deposits; filter and related components.

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

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.

NOT COVERED: 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 per Contract period.

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.

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

LIMITS: \$1,000 maximum to diagnose and repair per Contract period.

NOTE: Exterior pipe leak repair coverage is not available for 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.

NOT COVERED: 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 period for diagnosis, labor, parts, and/or materials.

SALT WATER SWIMMING POOL and HOT TUB LIMITS: Repairs will be limited to \$2,000 per Contract period 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.

NOT COVERED: Interior thermal shells; insulation.

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

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.

NOT COVERED: 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 per Contract period. Septic tank pumping is limited to one occurrence during the Contract period.

GRINDER PUMP* \$150

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

NOT COVERED: Grinder pump station housing; electrical panel box; piping and electrical lines; components.

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

NOTE: Grinder pump coverage is not available for condos or multi-unit buildings.

BOOSTER AND WELL PUMP* \$150

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

NOT COVERED: 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 per Contract period.

NOTE: Domestic use only.

WELL PUMP* \$ 90

COVERED: Well pump utilized for the main dwelling only.

NOT COVERED: 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 per Contract period.

NOTE: Domestic use only.

GUEST HOUSE ESSENTIAL PLAN* \$145

COVERED: Additional living space up to 1,500 square feet, which includes all Covered 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 Contract effective date.

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 at 866.306.2999 or open a service request online at www.landmarkhw.com/claim.



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!



At Landmark Home Warranty we strive to provide remarkable service, repairs, and experiences. We want our customers, real estate partners, and contractors to love working with us. We invite you to join us as we ***Deliver Remarkable Service*** in every part of the home warranty experience.