

Landmark Home Warranty

When you need our services... we're here to help!

1. SERVICE OVERVIEW

In accordance with the terms of the Plan, Landmark Home Warranty, hereinafter referred to as LHW, We, Us, Our, agrees, to repair or replace systems and appliances mentioned as covered for the Home Seller and/or Buyer, hereinafter referred to as You. We exclude all others. We reserve the right to provide cash in lieu of repair or replacement in the amount of our actual cost (less than retail) to repair or replace such item. Additional charges may apply to certain repairs or replacements. Please see Limitations of Liability. LHW will provide service on covered systems or appliances that:

- a) are installed and located within the perimeter of the Main Foundation and Garage (with exception of coverage items marked with an “**”).
- b) were properly installed and in good and safe working order on the Effective Date of this Plan.
- c) have become inoperable due to normal usage after the Effective Date of this Plan.
- d) are reported during the term of this Plan.

This Plan does not cover defects known prior to the Effective Date of coverage. Known defects are excluded from coverage until proof of repairs is received by us. We provide coverage for unknown conditions if the condition would not have been detectable by the Buyer, Seller, or Agent through visual inspection and simple mechanical test.

2. PLAN EFFECTIVE DATES

Buyer's Coverage: becomes effective at Close of Sale and is in effect for one full 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 three years from that date, provided the Plan fee was received by LHW within 14 working days from Close of Sale. All systems and appliances to be covered must be in good working condition at the time coverage begins on the first anniversary after Close of Sale.

3. TO REQUEST SERVICE CALL - 866.306.2999 or Online at www.landmarkhw.com

We're 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. On weekdays, the contractor will contact you within 4 business hours of opening a claim. 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 claim that is placed, you will be responsible to pay a Service Call Fee (\$60) to the contractor at time of the first visit, before diagnostic is performed. Each claim placed will pertain to items of one trade, and one trade only; however multiple claims may be opened for multiple trade items. We cannot respond to a new Request of Service until all previous Service Call Fees are paid. Failure to pay the Service 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. LHW may authorize you to contact an independent contractor directly to perform a covered service. If so, a representative will provide you with independent contractor requirements.

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, Damage due to Pests or Pets, Neglect, Misuse, Abuse, Missing Parts, or Adjustments. We are not responsible for Consequential or Secondary Damage (including Consequential Damages due to a Service Contractors conventional repair efforts of the primary item) nor for failure to provide timely service due to conditions beyond our control, including but not limited to, part or equipment delays or labor difficulties. LHW does 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. LHW is 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: LHW is not responsible for providing or closing access to covered items, except as noted under Limits for Plumbing and Ductwork. 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, LHW 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. LHW will not perform services involving hazardous or toxic materials including, but not limited to, Asbestos, Mold, Lead Paint, or Sanitation of Sewage Spills, nor will we pay costs related to recapture and/or disposal of Refrigerator/Freezer Refrigerants, Contaminants, Hazardous or Toxic Materials, Systems or Appliances.

d) REPAIR/ REPLACEMENT/ UPGRADING: LHW has the sole right to determine whether a covered system, appliance or component will be repaired or replaced; and 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, including rebuilt or refurbished parts. We reserve the right to obtain a second opinion at our expense. We will not upgrade any covered item. We reserve the right to provide cash in lieu of repair or replacement in the amount of our actual cost (less than retail) to repair or replace such item. We are responsible for providing installation of equipment comparable in features, capacity and efficiency, but not for matching in 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.

LHW is 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 (except noted in Central Air Conditioning).

e) CONDOMINIUMS/ MULTIPLE UNITS/ MOBILE HOMES:

Where the premises covered by this Agreement are a condominium or multiple unit, obligations are limited to the confines of the unit. No common equipment is eligible for coverage.

RENEWAL/ TRANSFER/ CANCELLATION

RENEWAL/TRANSFER: This Plan is transferrable. You must notify LHW of this transfer by calling 866.306.2999. This Plan may be renewed at our discretion only. In that event, you will be notified of the prevailing rate and terms of Renewal. Premium Rates may increase upon Renewal.

CANCELLATION: This Plan is non-cancelable by us except for nonpayment of Contract 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 the Homeowner cancels, you shall be entitled to 90% of the unearned paid contract fee for the unexpired term, less and administrative fee and all claim costs incurred by the Company. If we cancel Plan, the Contract Holder shall be entitled to a refund of 100% of the unearned paid contract fees, less and administrative cost and claim costs incurred by the Company. In the case of nonpayment, LHW agrees to notify contract holder in writing via first class mail at least 10 days before cancellation of the contract. If cancelled for any other reason, a 30 day notice via first class mail will be sent to Plan Holder's address on file with an explanation of cancellation.

OTHER: UTAH RESIDENTS ONLY

The Property and Casualty Guaranty Association do not guarantee coverage afforded under this contract. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

\$300
Standard
Coverage

Landmark Home Warranty Standard Covered Systems and Appliances

\$60
Service
Call Fee

Coverage is for Single Family Dwelling less than 5,000 sf. 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. Optional Coverage is 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.

This plan covers only the items mentioned as covered and excludes all others. Please refer to the Exclusions.

Heating System

Note: Coverage available on Heating Systems with capacity not exceeding five (5) tons per unit (up to 2 units covered).

COVERED: Primary Gas, Oil or Electric Heater (if main source of heat to home), Heat Pump, Ductwork (including Geothermal and/or water source heat pump components and parts located within the foundation of the home or attached garage which cool and/or heat the home).

EXCLUSIONS: Heat Lamps, Filters, Electronic Air Cleaners, Humidifiers, Furnace Vents & Flues, Asbestos Covered Ductwork, Wood or Pellet Stoves (even if only source of heating), Fireplaces (of any kind) and Key Valves, Inserts, Insulation, Dampers, Collapsed or Crushed Ductwork, Improperly Sized Systems or Systems with Mismatched Capacity per Manufacturer's Specifications, Zone Control Systems, Zone Valves, 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, Maintenance or Cleaning, Noises.

LIMITS: (1) \$1,500 maximum for diagnosis, repair or replacement of Geothermal, Hot Water, Boiler, Radiant Heat (including cable heat), Steam Circulating Heating System, and Water Source Heat Pumps. (2) \$500 maximum for diagnosis, repair or replacement of Duct Work. (3) We will provide access to Ductwork, according to the dollar limits Specified in (2) above, through unobstructed walls, ceilings, and floors, only, and will return access opening to a rough finish condition.

SELLER'S COVERAGE LIMITS: (1) Coverage provided for Home Seller's Heating & A/C System is subject to a combined \$500 maximum for diagnosis, repair or replacement during the Seller's Coverage Period. All Limitations of Liability apply. (2) Malfunction or improper operation due to rust or corrosion is excluded during the Seller's Coverage Period.

Air Conditioner/ Cooler

Note: Coverage available on Cooling Systems with capacity not exceeding five (5) tons per unit (up to 2 units covered).

COVERED: Electric Central Air Conditioning, Electric Wall Air Conditioning, Water Evaporative Coolers, including Condensers, Evaporative Coils, Compressors, and leaks in accessible Freon Lines.

EXCLUSIONS: Gas Units, Filters, Dampers, Maintenance, Cleaning, Noise, Condenser Housing, Pads, Water Towers, Water Trays (Evaporative Cooler), Roof Jacks & Stands, Improperly Sized Systems or Systems with Mismatched Capacity per Manufacturer's Specifications, Inaccessible Coil Lines, Zone Control Systems, Chillers, Pre-Coolers, Freon Recapture/ Recovery or Recharge.

Note: If LHW determines that Air Conditioning unit must be replaced, we will replace the unit with a unit that meets the current Federal, State and/or Local Government efficiency standards and replace necessary covered components, including Air Handling Transition, Evaporator Coil, Refrigerant Lines, Secondary Drain Pan and Line, Plenum, Duct Transition and Indoor Electrical.

LIMITS: Malfunction or improper operation due to rust or corrosion is excluded for the first 30 days after the effective date of Buyer's Coverage.

SELLER'S COVERAGE LIMITS: (1) Coverage provided for Home Seller's Heating System & Air Conditioner/ Cooler are subject to a combined \$500 maximum for diagnosis, repair or replacement during the Seller's Coverage Period. All Limitations of Liability apply. (2) Malfunction or improper operation due to rust or corrosion is excluded during the Seller's Coverage Period.

Plumbing System

COVERED:

- Drain Line Stoppages
- Plumbing Pipe Leaks
- Shower Valve
- Whirlpool Motor & Pump
- Recirculating Pump
- Water Heater (up to 50 gal.)
- Toilets
- Stop & Waste Valve*
- Diverter Valve
- Instant Hot Water Dispenser
- Sump Pump (ground water only)

EXCLUSIONS: Adjustments, Plumbing Fixtures including Faucets, Bathtub, Shower Base Pans & Enclosures, Toilet Lids & 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 Bibs, Expansion Tanks, Tankless Water Heaters, 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, Stoppers, Diesel or Oil Fired Water Heaters, Heat Pump/ Water Heater Combination Units, Phenix Systems (See Limits under Heating System), Leaks/ Damage caused by Roots, Water Heater Drip Pans, Ice Maker Water Lines.

LIMITS: (1) \$500 maximum for diagnosis, repair or replacement for leaks in concrete encased water, drain, gas, or polybutylene piping. (2) Toilet Tanks & 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 clean-out without excavation. LHW will not be responsible for access to Drain or Sewer Lines from vent or removal of toilet. (5) We are responsible for only one sewer stoppage clearing per each Main Sewer Line, Secondary Waste Line, or Toilet.

Appliances

COVERED:

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

EXCLUSIONS: Pans, Trays, Lights or Light Sockets, Baskets, Buckets, Rollers, Racks, Handles, Door Seals, Runner Guards, Shelves, Interior Linings, Timers & Clocks (that do not affect the heating or cleaning operation of the unit), Knobs, Rotisseries, Meat Probes, Portable or Countertop Microwaves, Trim Kits, Halogen Units, Refrigerator/Oven Combination Units.

LIMITS: (1) Electromagnetic Induction Cooktops replaced with Builders Standard when necessary. (2) Malfunction or improper operation due to rust or corrosion is excluded for the first 30 days after the Effective Date of Buyer's Coverage. Malfunction or improper operation due to rust or corrosion is excluded during the Seller's Coverage Period.

Electrical & Other Systems

COVERED:

- Electrical System
- Ceiling Fans
- Central Vacuum
- Bath Exhaust Fans
- Garage Door Opener
- Telephone Wiring

EXCLUSIONS: Light Fixtures including those on Ceiling Fans, Bulbs, Ballasts, Vents, Removable Attachments, Accessories or Hoses, Heat Lamps, Intercoms, Alarms, Low-Voltage Relay Systems, Electronic or Computerized Energy Management or Lighting and Appliance Management Systems, Garage Doors and their Hinges and Springs, Remote Controls/ Key Pads/ Transmitters, Door Bell and related Wiring, Chimes, Saunas or Steam Rooms, Smoke Detectors.

LIMITS: (1) Ceiling Fans replaced with Builders Standard, when necessary.

Optional Coverage – Buyer Only

Optional Coverage is available to Home Buyer 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.

For service or to order additional Buyer Options please call 866.306.2999

PREMIER COVERAGE.....\$ 65

The selection of this option provides coverage on the items, which are normally excluded from Standard Coverage

Plumbing: Faucets (replaced with chrome Builders Standard when necessary), Shower Heads and Shower Arms, Toilet Replacement with like-quality, Angle Stop and Gate/Ball Valves, Pressure Regulators*.

Water Heater: Sediment, Tankless

Heating System: Disposable Filters, Heat Lamps

Air Conditioner: Disposable Filters, Window Units, Freon Re-capture/ Recovery and Re-charge

Electrical: Attic Fans, Whole House Fans

Smoke Detector: Both battery operated and hardwired systems

Dishwasher: Racks, Baskets, Rollers, Door Hinges and Seals

Microwave Oven: Interior Lining, Clocks, Shelves

Range/ Oven/ Cooktop: Clocks, Rotisseries, Racks, Handles, Knobs, and Interior Lining.

Trash Compactor: Removable Buckets, Lock and Key Assemblies

Kitchen Refrigerator Ice Maker: (with purchase of Kitchen Refrigerator Coverage and provided part is available. In cases where parts are not available, our obligation is limited to cash in lieu based on replacement cost of the ice maker.)

CODE/ PERMIT/ IMPROPER INSTALL/ HAUL-AWAY UPGRADE.....\$ 40

Limits: LHW will pay up to \$250 in the aggregate per Plan to correct Code Violations, Permit Fees, Improper Installations, and Haul-Away. We may provide, at our discretion, cash in lieu of repair.

Code Violations: LHW will pay to correct code violations, if required, to effect repair or replacement.

Permits: Where local building permits are required prior to commencing replacement of a covered item, LHW will pay for such permit. LHW will not be responsible for replacement service when permits cannot be obtained.

Improper Installation: LHW will repair or replace a covered item that was improperly installed, modified, or repaired prior to the term of this contract. This does not include items pertaining to undersized heating and cooling systems relative to square footage of area being cooled or heated.

Haul-Away: LHW will pay the cost to remove a covered system, appliance, or component when LHW is replacing a covered system, appliance or component.

SWIMMING POOL SPA HOT TUB PORTABLE SPA EQUIPMENT.....\$150

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 and filtration system, as follows: Heater, pump, motor, filter, filter timer, gaskets, blower, timer, back flush valve, pool sweep motor and pump, above ground plumbing pipes and wiring.

Exclusions: Pool Sweep, Jets, Ornamental Fountains, Lights, Skimmers, Pool Liner, Pool Cover and Related Equipment, Fill Line, Fill Valve, Control Panel, Control Switches, Computerized Control Boards and Related Equipment, Cleaning or Maintenance of equipment such as, but not limited to, Chlorinators, Ionizers, and the like, 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.

Limits: Repairs will be limited to \$1000 per plan for diagnosis, labor, parts and/or materials. Malfunction or improper operation due to Rust or Corrosion is excluded for the first 30-days after the Effective Date of Buyer's Coverage.

WELL PUMP (Domestic Use Only)* (One per Coverage).....\$100
BOOSTER PUMP* (Includes Well Pump Coverage Above).....\$150
 Covered: Well Pump/ Booster Pump utilized for the main dwelling only, depending on the Option requested and Premium paid.

Exclusions: Piping and Electrical Lines, Well Casing, Holding, Storage or Pressure Tank, Re-drilling of the Well, Control Boxes, Pressure Switches, Capacitors or Relays, Well Pump and Well Pump Components for Geothermal and/or Water Source Heat Pumps, Outside or Underground Piping and Components for Geothermal and/or Water Source Heat Pumps, Access to Repair well pump system.

WASHER DRYER (Per Set).....\$ 75
KITCHEN REFRIGERATOR (Single Compressor).....\$ 40
WET BAR REFRIGERATOR.....\$ 25
BUILT-IN KITCHEN REFRIGERATOR (Dual Compressor).....\$ 55

Exclusions: Touch Pad Assembly, Plastic Mini Tubes, 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.

Limits: \$1,500 maximum to diagnose, repair or replace refrigeration units. Wet bar refrigerator: cost to diagnose, repair and/or replace is limited to \$500 maximum.

SEPTIC TANK PUMPING* (Per Tank).....\$ 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.

SEPTIC SYSTEM* (Per Tank).....\$ 75

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 \$500 maximum.

LIMITED ROOF LEAK REPAIR.....\$125

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, 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, LHW's obligation is limited to the cost of the 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 \$800 per Plan for Diagnosis, Labor, Parts and/or Materials.

Coverage Terms

LHW: Landmark Home Warranty

CONTRACT: means all conditions and terms contained herein and include; Coverage Terms, The Agreement, Conditions, Payment & Contract Term, Termination, Service Calls, Service Call Fee, Limitations, Standard Coverage and Optional Coverage, Assignment of Contract, and Special State Requirements/Disclosures.

HOME: means the dwelling listed in the "Property to be Covered" address section of this contract.

CONTRACT HOLDER: means the individual(s) listed in the "Buyer/ Seller Information" section of this contract.

COVERED ITEM: means the Standard and Optional Coverage selected at purchase of contract; and includes payment to LHW of the appropriate contract fee for the coverage selected.

INOPERABLE: means the mechanical failure of a system, component, or appliance to perform the function for which it was designed by the manufacturer.

UNKNOWN CONDITION: means the defect or malfunction would not have been detectable by the Buyer, Seller, or Agent through visual inspection and simple mechanical test.

NORMAL WEAR & DETERIORATION: means damage that naturally and inevitably occurs as a result of normal use or aging.

MAINTENANCE: means performing the routine actions recommended by manufacturer.