



Terms and Conditions

DEFINITIONS

Company - means Legacy Home Warranty, LLC.

COVERAGE

This contract only covers items listed as covered, all other items are excluded. This contract covers single family properties and/or condos. All items/utilities must be turned on and in working condition prior to this start of this coverage period. For appliances and fixtures to be covered by this Agreement, at the start of coverage, they must be installed and assembled according to manufacturers' directions, connected to all activated utilities, and in proper, safe working order and within the safety standards as established by the system manufacturer at the start of coverage. This is not intended to replace normal maintenance. The Company can use, but not be limited to, utility service records, home inspections, service records etc. to show proper operation and timing at the start of coverage. Any items that have been replaced or modified from the original contract are not included in this contract. All covered items are to be located within the main perimeter of the main foundation of the home, including attached garage at the property – Exceptions are: Air Conditioning. This does not cover any items or areas used for commercial or business purposes. This contract provides coverage, against breakdown of specific items due to normal wear and tear. This coverage may not cover the entire cost of a repair or replacement of a covered item.

It is at the judgment of the Company to determine to replace or repair a covered system or item. Replacement will be of like kind. The replacement may not be of the same size/dimensions and the Company will cover the cost of installation, but not of any construction needed to handle the change in

size. The Company is not responsible to matching brands or colors and will not upgrade any items. The definition of proper operating conditions will be made by the Company and any input we deem necessary from our approved contractor's review.

If a service call results in no covered defects, then the entire cost of the service call is the responsibility of the homeowner.

TIMING AND PERFORMANCE OF SERVICE

To obtain service you must first submit a quote of the requested work. Most companies will waive the diagnosis fee, if you have them do the work. Legacy will not cover the diagnosis fee. Approval must be given before having any work done. We will make every effort to expedite responses during an emergency. If any item is not covered by the standard fee or is not covered by items listed in this coverage, you will be required to pay those expenses.

Seller's coverage starts at the receipt of the application and terminates after 180 days or upon closing. Buyer's coverage begins at payment at closing and terminates after 1 year. Payment is due at closing and must be received with 20 days. Offer of future coverage is at the discretion of the Company. Renewal rates and terms may be different from the initial rate and term.

LIMITATIONS OF COVERAGE

Seller Coverage

The Seller will be covered for the Time listed above and for a maximum of total payments of \$1000. All other items above this value will be the responsibility of the homeowner. This



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amount has no affect on the buyer's coverage. The following items are covered for the seller:

- A. Plumbing - \$500, which includes concealed plumbing leaks and breaks or stoppages. Included shower, tub, diverter, faucets (replace with builders standard), hose bibs.
- B. Electrical - \$500 includes wiring switches, conduit, electrical boxes, and circuit breakers.
- C. Humidifier - \$500
- D. Sump Pump – \$200 Main sump pump only – additional/backups are not covered.
- E. Water heater \$500, main water heater only, gas or electric.
- F. Appliances - \$1000, including only the appliances located in the main kitchen and listed below are covered, commercial/professional classified appliances are not covered.
 - 1. Dishwasher – all parts and components except baskets, racks and rollers.
 - 2. Garbage Disposal

Buyer Coverage

The Buyer will be covered for the Time listed above for a maximum of total payments of \$5000. The maximum total allowed for each area of coverage are below and include diagnosis, access, repair or replacement. The

following are covered for the buyer:

- A. Heating systems \$2300 which includes the following: built in gas/propane furnaces, heat pumps (Maximum of \$1500 for steam or hot water based heating systems, \$1500 for geothermal systems). This coverage is for repair/replacement and does not include adjustments/ balancing/ etc.
- B. Air-conditioning systems - \$2300 for a repair or replacement of units that are not cooling. If the unit is found to have a leak within 30 days of closing then the unit will not be covered.
- C. Plumbing - \$500, which includes concealed plumbing leaks and breaks or stoppages. Included shower, tub, diverter, faucets (replace with builders standard), hose bibs.
- D. Electrical - \$500 includes wiring switches, conduit, electrical boxes, and circuit breakers.
- E. Humidifier - \$500
- F. Sump Pump – \$200 Main sump pump only – additional/backups are not covered.
- G. Water heater \$500, main water heater only, gas or electric.
- H. Appliances - \$2000, including only the appliances located in the main kitchen and listed below are covered, commercial/professional classified appliances are not



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covered.

3. Gas and electric range or cooktop - are covered except for: glass doors, lights, handles, range vent, knobs and dials.
4. Dishwasher – all parts and components except baskets, racks and rollers.
5. Microwave Oven – only built in microwave ovens are covered, the following is NOT covered: glass doors, lights, handles, knobs and dials.
6. Garbage Disposal
7. Refrigerator – all components except the following: glass doors, lights, handles, racks, ice maker, ice crusher, insulations, knobs and dials. Freezer section or standalone freezers are not covered.
8. Washer and Dryer – all parts and components except: soap/bleach/fabric softener dispensers, glass doors, lights, handles, knobs and dials. Washer/Dryer combo (all in one) units are not covered.
9. Gas Line Coverage for the following: Water heater, kitchen

appliances, clothes dryer, Natural gas grill, gas lamps, gas fireplace components. This coverage is for just the gas lines and gas line components.

I. Well and Septic - \$1500

- a. Septic - Includes septic tank and clearing sewer line from house to septic tank, aerobic pump, sewage ejector pump, jet pump.
- b. Well - Well pump that is used as the main source of water to the property and components.

LIMITS OF LIABILITY

1. All coverage must be authorized by the Company. Any work done prior or without authorization is the responsibility of the owner.
2. The company will be responsible for the covered item(s) only and not any results due to the failure or secondary damage. (ex. Leaking pipe – pipe will be fixed, but any water damage is not the Companies responsibility or any work that is done to reach the affected area – replacement of drywall, ceiling etc. to reach affected area will be the responsibility of the home owner to replace/repair.). This is not homeowners insurance and will not be used as such.
3. The Company is not liable for any secondary damage from any covered items, for property damage or personal injury.
4. The Company is limited to systems failure due to normal wear and tear. Systems



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beyond normal life expectancy will be the sole discretion of the Company.

5. Any dispute arising under this Agreement shall be arbitrated in Franklin County Ohio. Purchasing this contract is the acceptance of this agreement and will be final and binding.
6. The Company reserves the right to get a second option for any service call.
7. This contract is for the initial buyer, if ownership changes after the initial closing, then the new buyer must contact the Company for options of extending or buying a new policy.
8. This Agreement may be terminated by the Company for any of the following reasons:
 - A. If the listing agreement for the seller terminates or the transaction fails to close and the listing contract expires.
 - B. Initial or service fee non-payment.
 - C. Misrepresentation on any covered item or any other claim or item related to this contract.
 - D. Harming, abusing, threatening or endangering the safety of any Company employee.

NOTE: Some ownership in The Company is by licensed Realtor(s) in the State of Ohio.

Legacy Home Warranty
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