



Thursday, December 29, 2022

Policy Holder
1075 Belvedere Drive
North Vancouver, BC V7R 2C6

Congratulations on your new home!

We're happy to provide you with your **Limited Home Warranty Insurance Policy**. This Policy provides coverage for builder construction defects in material, labour, and design for your new home and is not a replacement for your property insurance policy. We have also enclosed information on filing a warranty claim.

We encourage homeowners to review the Policy details carefully as it contains important information on:

- The name of the builder who constructed your home
- The coverages for your new home
- The commencement and expiry dates of the Policy
- Your obligations as a homeowner (in the "Duties of Owner" section)

If you notice any errors or have any questions, kindly contact our office so we can assist you. Your warranty is automatically transferable to the next purchaser of your home, and it is YOUR obligation to disclose any warranty exclusions to subsequent purchasers.

Maintenance of a home is very important throughout its lifespan. A Homeowner Maintenance Manual is located on National Home Warranty's website at www.nationalhomewarranty.com. In this Manual you can find helpful information on how you can maintain your home. Improper maintenance can shorten the lifespan of a home and may impact coverage under the Policy.

BC Housing's website (www.bchousing.org/licensing-consumer-services/) provides a wealth of information to consumers regarding new home warranty, including a Residential Construction Performance Guide. The guide is an online reference tool designed to help homebuyers and builders better understand how warranty providers evaluate claims for possible design, labour or material defects in new homes. There is also a Public Registry of Residential Builders. This search tool will provide you with contact information for your builder. You can also find your builder's name on the first page of your policy.

Your Policy is attached to the home for your benefit along with future owners of the home, and it is therefore important that you place the enclosed adhesive label in a secure and visible place, such as the inside of your circuit breaker panel. If you have any questions regarding your warranty policy, please contact us toll free at 1-888-243-8807, or by email at nhwpolicies@nhwg.ca.

Sincerely,

The Client Services Team
encl.



Aviva Insurance Company of Canada

Address of Home: 1075 Belvedere Drive, North Vancouver BC V7R 2C6

Home Warranty Insurance Policy Number: NHWB96843-A11

Name of Residential Builder: Saadat Enterprises Inc.

**Limited Home Warranty Insurance Policy
For a New Home**

**SCHEDULE OF WARRANTY EXPIRY DATES
Pursuant to the Homeowner Protection Act & Regulation**

Notice to the Owner: This Policy covers different components of the New Home for specified periods of time. It is important that the following expiry dates be kept in mind, and that The Program be given prompt written notice of any Defects covered by this Policy. The Program will honour valid claims delivered to the Residential Builder and The Program in writing prior to the applicable expiry dates listed below in accordance with this Policy.

Expiry Dates: (each term begins on the New Home Commencement Date pursuant to the Homeowner Protection Act & Regulation). The following summary of the coverages is for convenience only; refer to the entirety of this Policy, including applicable definitions, for a succinct description of the insurance coverage, limitations and exclusions.

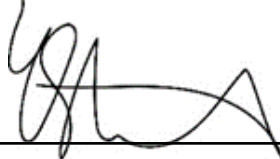
New Home Commencement Date: Aug 08, 2019

Coverage	Expiry Date
Materials & Labour 1a	Aug 08, 2020 12:01am
Mechanical Systems 1b	Aug 08, 2021 12:01am
Envelope Coverage	Aug 08, 2024 12:01am
Structural Coverage	Aug 08, 2029 12:01am

This is a Limited Home Warranty Insurance Policy. It does not cover all components of the New Home. Read this Policy thoroughly. The coverage contained in this Policy is the only Home Warranty Insurance on the New Home which is binding upon The Program.

Enclosed with this Policy is an adhesive label outlining the expiry dates of coverages for you to affix in a conspicuous location.

In this Policy all capitalized terms shall have the meaning set out in Part I: Definitions.



Authorized signature of the Insurer



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A handwritten signature in black ink, appearing to be "Y. Saadat", written over a horizontal line.

Authorized signature of the Insurer

PART I: DEFINITIONS

In this Policy:

“**Act**” means the *Homeowner Protection Act* and the regulations thereto, as each is amended from time to time.

“**Act of Nature**” means an act occasioned by the forces of nature and beyond the reasonable control of the Residential Builder.

“**Building Code**” means, as applicable:

- (a) the British Columbia Building Code established under the *Local Government Act*; or
- (b) the Vancouver Building Bylaw established under the *Vancouver Charter*,

in force at the time that the building permit was issued for the New Home or, in jurisdictions where a building permit is not required, in force when construction commences.

“**Building Envelope**” means the assemblies, components and materials of the New Home which are intended to separate and protect the interior space of the New Home from the adverse affects of exterior climatic conditions.

“**Defect**” means any design or construction, that is contrary to the Building Code or that requires repair or replacement due to the negligence of the Residential Builder or person for whom the Residential Builder is responsible at law.

“**Defects In The Building Envelope**” means Defects that result in the failure of the Building Envelope to perform its intended function.

“**Designated Heritage Building**” means a provincial heritage site within the meaning of the *Heritage Conservation Act* or included in the provincial heritage register under that legislation, or protected through heritage designation or included in a heritage register under the *Local Government Act*, the *Vancouver Charter* or the *Islands Trust Act*.

“**Developer**” means a Residential Builder that sells the Residential Builder’s ownership in the New Home, and includes a Vendor that contracts with a General Contractor for the construction of the New Home.

“**Driveway**” means a surface intended and constructed primarily to be used for vehicular access to or from the New Home.

“**Dwelling Unit**” means a class of new home which is a building, or a portion of a building that:

- (a) is newly constructed;
- (b) is intended for residential occupancy;
- (c) is a single, self-contained residence usually containing cooking, eating, living, sleeping and sanitary facilities, and
- (d) may contain a secondary suite if permitted by local bylaws.

“**General Contractor**” means a Residential Builder that is engaged under contract by an Owner, Developer or Vendor to perform or cause to be performed all or substantially all of the construction of the New Home, and includes a construction manager and project manager.

“**Home Warranty Insurance**” has the same meaning as in section 189.1(1) of the *Insurance Act*.

“**Load Bearing**” means subjected to or designed to carry loads in addition to its own dead load, but does not include a wall element subjected only to wind or earthquake loads in addition to its own dead load.

“**New Home**” means the home which is the subject matter of this Policy having the address set out on the first page of this Policy which is a building, or portion of a building, that is newly constructed or being constructed and is intended for residential occupancy.

“**New Home Commencement Date**” means the date shown on the first page of this Policy for the commencement of the Home Warranty Insurance for the New Home.

“**Owner**” means a person who purchases the New Home, or contracts with the Residential Builder to construct the New Home, and includes a person who purchases a life interest in the New Home, a strata corporation in respect of common property, common facilities and other assets, a cooperative, corporation or society having an ownership interest in the New Home, and a subsequent purchaser of the New Home.

“**Policy**” means this limited Home Warranty Insurance policy together with all forms, riders and endorsements attached hereto.

“**Residential Builder**” means the person named on the first page of this Policy as such, and means a person who engages in, arranges for or manages all or substantially all of the construction of the New Home or agrees to do any of those things and includes a Developer or General Contractor.

“**Structural Defect**” means:

- (a) any Defect in materials and labour that results in the failure of a Load Bearing part of the New Home; and
- (b) any Defect which causes structural damage that materially and adversely affects the use of the New Home for residential occupancy.

“**The Program**” means Aviva Insurance Company of Canada represented by its agent, Hub International Canada West ULC, operating as National Home Warranty Services

“**Vendor**” means a person who sells their ownership interest in the New Home.

“**Walkway**” means a surface intended and constructed primarily to be used as a pedestrian access to or from the New Home, and may include stairs.

“**Warranty Provider**” means a person who has a business authorization under the *Financial Institutions Act* to carry on insurance business.

In addition, if any terms are used in this Policy which are defined in the Act but not defined in this Policy, the meanings given to such terms in the Act will apply.

PART II: COVERAGE

A. GENERAL

1. Subject to the Act, Home Warranty Insurance coverages provided in this Policy may be limited in whole or in part should the Owner be in default of its duties and obligations under the Act and this Policy including but not limited to duties as stated in Part III Conditions, Article B - Duties of Owner.
2. The Program shall provide limited Home Warranty Insurance coverage to the New Home as specified in this Policy, subject to the exclusions, limitations and conditions set out in this Policy, where a claim is made by the Owner within the applicable warranty period in the manner set forth in this Policy.

B. WARRANTY COVERAGES

1. Beginning on the New Home Commencement Date, this Policy provides the following limited Home Warranty Insurance coverage for the materials and labour for the New Home:
 - (a) in the first 12 months,
 - (i) coverage for any for Defect in materials and labour; and
 - (ii) subject to section 2 below, coverage for violation of the Building Code.
 - (b) in the first 24 months,
 - (i) coverage for any Defect in materials and labour supplied for the electrical, plumbing, heating, ventilation and air conditioning delivery and distribution systems;
 - (ii) coverage for any Defect in materials and labour supplied for the exterior cladding, caulking, windows and doors that may lead to detachment or material damage to the New Home;
 - (iii) coverage for any Defect in materials and labour which renders the New Home unfit to live in; and
 - (iv) subject to section 2 below, coverage for a violation of the Building Code.
2. Non-compliance with the Building Code is considered a Defect covered under this Policy if the non-compliance:
 - (a) constitutes an unreasonable health or safety risk; or
 - (b) has resulted in, or is likely to result in, material damage to the New Home.
3. This Policy provides limited Home Warranty Insurance coverage for Defects In The Building Envelope of the New Home including a Defect which permits unintended water penetration such that it causes, or is likely to

cause, material damage to the New Home, for a period of 5 years after the New Home Commencement Date.

4. This Policy provides limited Home Warranty Insurance coverage for Structural Defects for a period of 10 years after the New Home Commencement Date.

C. WARRANTY LIMITS

1. The aggregate limit of liability of The Program under this Policy is the lesser of:
 - (a) the original purchase price paid by the original Owner for the New Home; or
 - (b) \$200,000.
2. When calculating the cost of claims in respect of the limits under this Policy, The Program will include:
 - (a) the cost of repairs;
 - (b) the cost of any investigation, engineering and design required for the repairs; and
 - (c) the cost of supervision of repairs, including professional review but excluding legal costs.

D. LIMITATIONS AND EXCLUSIONS:

1. **General Exclusions from Warranty** – The following are excluded from the limited Home Warranty Insurance coverage under this Policy:
 - (a) landscaping, both hard and soft, including plants, fencing, detached patios, planters, gazebos and similar structures;
 - (b) non-residential detached structures including sheds, garages, carports or outbuildings, or any structure or construction not attached to or forming an integral part of a multi-unit building or other new home;
 - (c) any commercial use area and any construction associated with a commercial use area;
 - (d) roads, curbs and lanes;
 - (e) subject to subsection 2(m) below, site grading and surface drainage except as required by the Building Code;
 - (f) the operation of municipal services, including sanitary and storm sewer;
 - (g) septic tanks or septic fields;
 - (h) the quality or quantity of water, either from a piped municipal water supply or from a well;
 - (i) a water well but excluding equipment installed for the operation of a water well used exclusively for the New Home which equipment is considered to be part of the plumbing system for the New Home for the purposes of this Policy; and
 - (j) in the case of a Designated Heritage Building that is being converted from commercial to residential use, any component of the Designated Heritage

Building that has heritage value and does not conform with the Building Code.

Notwithstanding the foregoing, the exclusions set out in this section 1 do not include any of the following to the extent applicable under this Policy:

- (i) a Driveway or Walkway;
- (ii) recreational and amenity facilities situated in, or included as the common property of, the New Home;
- (iii) a parking structure in a multi-unit building; or
- (iv) a retaining wall that (i) an authority having jurisdiction requires to be designed by a professional engineer, or (ii) is reasonably required for the direct support of, or retaining soil away from, the New Home, Driveway or Walkway.

2. Defects Excluded from Warranty - The following items are excluded from the limited Home Warranty Insurance coverage under this Policy:

- (a) weathering, normal wear and tear, deterioration or deflection consistent with normal industry standards;
- (b) normal shrinkage of materials caused by drying after construction;
- (c) any loss or damage which arises while the New Home is being used primarily or substantially for non-residential purposes;
- (d) materials, labour or design supplied by an Owner;
- (e) any damage to the extent that it is caused or made worse by an Owner or third party, including:
 - (i) negligent or improper maintenance or improper operation by anyone other than the Residential Builder or its employees, agents or subcontractors;
 - (ii) failure of anyone, other than the Residential Builder or its employees, agents or subcontractors, to comply with the warranty requirements of the manufacturers of appliances, equipment or fixtures;
 - (iii) alterations to the New Home, including the conversion of non-living space into living space or the conversion of the Dwelling Unit into 2 or more units, by anyone other than the Residential Builder or its employees, agents or subcontractors while undertaking their obligations under the sales contract, and
 - (iv) changes to the grading of the ground by anyone other than the Residential Builder or its employees, agents or subcontractors;
- (f) failure of the Owner to take timely action to prevent or minimize loss or damage, including the failure to give prompt notice to The Program of a Defect or discovered loss or a potential Defect or loss;

- (g) any damage caused by insects or rodents and other animals, unless the damage results from non-compliance with the Building Code by the Residential Builder or its employees, agents or subcontractors;
- (h) accidental loss or damage from Acts of Nature including, but not limited to, fire, explosion, smoke, water escape, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, earthquake, avalanche, landslide, and changes in the level of the underground water table which are not reasonably foreseeable by the Residential Builder;
- (i) bodily injury or damage to personal property or real property which is not part of the New Home;
- (j) any Defect in, or caused by, materials or work supplied by anyone other than the Residential Builder or its employees, agents or subcontractors;
- (k) changes, alterations or additions made to the New Home by anyone after initial occupancy, except those performed by the Residential Builder or its employees, agents or subcontractors as required by this Policy or under the construction contract or sales agreement;
- (l) contaminated soil;
- (m) subsidence of the land around the New Home or along utility lines, other than subsidence footings of the New Home or under Driveways or Walkways; and
- (n) diminution in the value of the New Home.

Subsection 2(i) above includes bodily injury, or damage to personal property, caused by mould.

3. Construction Checklist Exclusions - Without limiting, and in addition to, any other exclusions from warranty coverage under this Policy, those items listed in the construction checklist if attached to this Policy as being "homeowner constructed/supervised" are excluded from the limited Home Warranty Insurance coverage under this Policy.

E. LIVING-OUT ALLOWANCE

- 1. If repairs are required under this Policy and damage to the New Home or the extent of the repairs renders the New Home uninhabitable, the Policy will cover reasonable living-out expenses incurred by the Owner. The maximum limit for living-out expenses is One Hundred Dollars (\$100) per day for the complete reimbursement of actual accommodation expenses incurred by the Owner at a hotel, motel or other rental accommodation up to the day the New Home is ready for occupancy, subject to the Owner receiving 24 hours advance notice.
- 2. The aforementioned living-out allowance is inclusive of, and subject to, the limits described in article C above.

F. WARRANTY ON REPAIRS AND REPLACEMENTS

1. All repairs and replacements made under this Policy are warranted against Defects in materials and labour until the later of:
 - (a) the first anniversary of the date of completion of the repair or replacement; and
 - (b) the expiry of the applicable Home Warranty Insurance coverage as set out in article B above.
2. All repairs and replacements made under this Policy shall be completed in a reasonable manner using materials and labour conforming to the Building Code and industry standards.
3. The Program reserves the right to use the Residential Builder or any third party to perform the warranty obligations imposed on The Program, and the Owner agrees to cooperate with The Program and the Residential Builder and any third party in carrying out any such obligations.

PART III: CONDITIONS

A. NOTICE OF DEFECTS

1. Within a reasonable time after the discovery of a Defect and before the expiry of the applicable Home Warranty Insurance coverage under this Policy, the Owner must give to The Program and the Residential Builder written notice in reasonable detail that provides particulars of any specific Defects covered by this Policy.
2. The aforementioned written notice must include:
 - (a) the Policy number set out on the first page of this Policy;
 - (b) copies of any relevant documentation and correspondence between the Owner and the Residential Builder; and
 - (c) particulars of the specific Defects as determined to be necessary by The Program to comply with its obligations pursuant to this Policy.
3. The Program cannot provide Home Warranty Insurance coverage for any Defects of which The Program was not notified pursuant to this article A even if such Defects would otherwise be covered by this Policy.

B. DUTIES OF OWNER

1. The Owner must, unless otherwise specifically provided for under the Act:
 - (a) properly maintain the New Home in accordance with the recommended maintenance requirements or procedures that were provided to the original Owner by The Program or the Residential Builder; and
 - (b) not permit damage to the New Home to worsen from non-discovery of indications of a Defect due to absence of the Owner, where indications of such a Defect would normally have been noticeable by a reasonably prudent person occupying the New Home.

2. The Owner must:
 - (a) permit The Program or the Residential Builder, or both, to enter the New Home at all reasonable times, on the giving of reasonable notice to the Owner, to monitor the New Home and its components, inspect for required maintenance, investigate complaints or claims, and/or undertake repairs; and
 - (b) provide The Program with all information and documentation that the Owner has available, as reasonably required by The Program, in order to investigate a claim or maintenance requirement, or to undertake repairs.

To the extent that damage to the New Home is caused by the unreasonable refusal of the Owner or occupant to permit The Program or the Residential Builder access to the New Home for reasons set out in subsection 2(a) or to provide information required by subsection 2(b), such damage is excluded from Home Warranty Insurance coverage under this Policy.

3. The Owner must:
 - (a) mitigate any damage to a New Home provided that, subject to subsection 3(b) below, such duty to mitigate shall be met through timely written notice to The Program of the Defect after discovering the Defect, or after indications of water penetration or other Defect first become evident, including such indications as:
 - (i) water staining on interior surfaces;
 - (ii) evident water penetration into wall cavities, ceiling or roof spaces, or other areas of the building, even if such water penetration does not appear to be causing damage;
 - (iii) water or dampness in carpeting or other floor finishes;
 - (iv) mould growth or mildew in areas of the New Home where such might be caused by water penetration; and
 - (b) take all reasonable steps to restrict damage to the New Home if the Defect requires immediate attention.

To the extent that damage to the New Home is caused or made worse by the failure of the Owner to take reasonable steps to mitigate, as set out in this section 3, such damage may, at The Program's option, be excluded from Home Warranty Insurance coverage under this Policy.

The Owner's duty to mitigate damage to the New Home set out in this section 3 survives even if:

- (i) the New Home is unoccupied;
- (ii) the New Home is occupied by someone other than the Owner; or
- (iii) water penetration does not appear to be causing damage.

C. SUBROGATED RIGHTS

1. The Owner agrees with The Program that if The Program makes a payment or assumes liability for any payment or repair under this Policy:
 - (a) The Program is subrogated to all rights of recovery of the Owner against any person or persons who may have caused or contributed to the requirement for the payment or repair under this Policy, and
 - (b) The Program may bring an action at its own expense, in the name of the Owner or of The Program, to enforce such rights.
2. The Owner shall fully support and assist The Program in the pursuit of the aforementioned subrogated rights if The Program pursues such subrogated rights.

D. IMPLIED AND EXPRESSED WARRANTIES

The Owner agrees that implied or expressed warranties or representations made by the Residential Builder to the Owner are not binding on The Program except as set out in the Act.

PART IV: OTHER WARRANTY CONDITIONS

A. MANDATORY CONDITIONS

1. In this article A:
 - (a) **“mediation”** means a collaborative process in which 2 or more parties meet and attempt, with the assistance of a mediator, to resolve issues in dispute between them;
 - (b) **“mediation session”** means a meeting between 2 or more parties to a dispute during which they are engaged in mediation;
 - (c) **“mediator”** means a neutral and impartial facilitator with no decision making power who assists parties in negotiating a mutually acceptable settlement of issues in dispute between them; and
 - (d) **“roster organization”** means any body designated by the Attorney General to select mediators for the purpose of the Act.
2. If a dispute between The Program and the Owner arising under this Policy cannot be resolved by informal negotiation within a reasonable time, the Owner may, at the Owner's sole election, require that the dispute be referred to mediation by delivering to The Program a written request to mediate.
3. If the Owner delivers a request to mediate under section 2 above, The Program and the Owner must attend a mediation session in relation to the dispute.
4. In addition to the requirements of section 3 above, The Program or the Owner may invite to participate in the mediation any other party to the dispute who may be liable.
5. Within 21 days after the Owner has delivered a request to mediate under section 2 above, the parties must, directly or with the assistance of an independent,

neutral person or organization, jointly appoint a mutually acceptable mediator.

6. If the parties do not jointly appoint a mutually acceptable mediator within the time required by section 5 above, the Owner may apply to a roster organization which must appoint a mediator taking into account:
 - (a) the need for the mediator to be neutral and independent;
 - (b) the qualifications of the mediator;
 - (c) the mediator's fees;
 - (d) the mediator's availability; and
 - (e) any other consideration likely to result in the selection of an impartial, competent and effective mediator.
7. Promptly after a roster organization selects the mediator under section 6 above, the roster organization must notify the parties in writing of that selection.
8. The mediator selected by a roster organization is deemed to be appointed by the parties effective the date of the notice sent under section 7 above.
9. The date, time and place of the first mediation session must be scheduled by the mediator, and the first mediation session must occur within 21 days of the appointment of the mediator.
10. Despite section 3 above, a party may attend a mediation session by representative if:
 - (a) the party is under legal disability and the representative is that party's guardian ad litem,
 - (b) the party is not an individual, or
 - (c) the party is a resident of a jurisdiction other than British Columbia and will not be in British Columbia at the time of the mediation session.
11. A representative who attends a mediation session in the place of a party referred to in section 10 above:
 - (a) must be familiar with all relevant facts on which the party, on whose behalf the representative attends, intends to rely; and
 - (b) must have full authority to settle, or have immediate access to a person who has full authority to settle, on behalf of the party on whose behalf the representative attends.
12. A party or a representative who attends the mediation session may be accompanied by counsel.
13. Any other person may attend a mediation session if that attendance is with the consent of all parties or their representatives.
14. At least 7 days before the first mediation session is to be held, each party must deliver to the mediator a statement briefly setting out:
 - (a) the facts on which the party intends to rely, and

(b) the matters in dispute.

15. Promptly after receipt of all of the statements required to be delivered under section 14 above, the mediator must send each party's statement to each of the other parties.

16. Before the first mediation session, the parties must enter into a retainer with the mediator which must:

(a) disclose the cost of the mediation services, and

(b) provide that the cost of the mediation will be paid:

(i) equally by the parties; or

(ii) on any other specified basis agreed by the parties.

17. The mediator may conduct the mediation in any manner he or she considers appropriate to assist the parties to reach a resolution that is timely, fair and cost-effective.

18. A person must not disclose, or be compelled to disclose, in any proceeding oral or written information acquired or an opinion formed, including, without limitation, any offer or admission made in anticipation of or during a mediation session.

19. Nothing in section 18 above precludes a party from introducing into evidence in a proceeding any information or records produced in the course of the mediation that are otherwise producible or compellable in those proceedings.

20. A mediation session is concluded when:

(a) all issues are resolved;

(b) the mediator determines that the process will not be productive and so advises the parties or their representatives; or

(c) the mediation session is completed and there is no agreement to continue.

21. If the mediation resolves some but not all issues, then at the request of all parties the mediator may complete a report setting out any agreements that the parties to the mediation have made as a result of the mediation, including, without limitation, any agreements made by the parties on any of the following:

(a) facts;

(b) issues;

(c) future procedural steps.

B. TRANSFER OF WARRANTY TO SUBSEQUENT PURCHASERS

1. Home Warranty Insurance under this Policy pertains solely to the New Home for which it provides coverage and no notice to The Program is required on a change of ownership.

2. All of the applicable unused benefits under Home Warranty Insurance under this Policy are automatically

transferred to any subsequent Owner on a change of ownership.

C. HANDLING OF CLAIMS

1. The Program shall, on receipt of a notice of a claim under this Policy, promptly make reasonable attempts to contact the Owner to arrange an evaluation of the claim.

2. The Program shall make all reasonable efforts to avoid delays in responding to a claim under this Policy, evaluating the claim and scheduling any required repairs.

3. If, following evaluation of a claim under this Policy, The Program determines that the claim is not valid or not covered under this Policy, The Program shall notify the Owner of the decision in writing, setting out the reasons for the decision.

4. The notice under section 3 above shall set out the rights of the parties under the third party dispute resolution process referred to in article A of this part IV.

5. Repairs will be undertaken in a timely manner, with reasonable consideration given to weather conditions and the availability of materials and labour.

6. On completion of any repairs, The Program shall deliver a copy of the repair specifications to the Owner along with a letter confirming the date the repairs were completed and referencing the repair warranty provided for in this Policy.

D. DISCLOSURE OF CLAIMS HISTORY

1. On receipt of an inquiry from the Owner of the New Home covered by this Policy regarding the claims experience of the New Home, The Program shall provide the Owner with a history of claims.

2. The history of claims referred to in section 1 above shall include, for each claim:

(a) the type of claim that was made;

(b) the resolution of the claim;

(c) the type of repair performed;

(d) the date of the repair; and

(e) the cost of the repair.

3. The Owner agrees to pay to The Program a fee of \$25 to provide a history of claims.

PART V: MISCELLANEOUS

1. The inclusion of headings in this Policy is for convenience only and shall not affect the construction or interpretation of this Policy.

2. Each of the provisions contained in this Policy is distinct and severable and a determination of illegality, invalidity or unenforceability of any such provision or part of this Policy by a court of competent jurisdiction shall not

- affect the validity or enforceability of any other provision of this Policy, unless as a result of such determination this Policy would fail in its essential purposes.
3. This Policy shall be governed by and construed in accordance with the law of British Columbia and the law of Canada applicable in British Columbia.
 4. All disputes and claims, whether for damages, specific performance, injunction, declaration or otherwise, both at law and equity, arising out of, or in any way connected with, this Policy shall be referred to the courts of British Columbia, and the Owner and The Program hereby attorn to the non-exclusive jurisdiction of the courts of British Columbia.
 5. This Policy shall enure to the benefit of and shall be binding upon The Program and the Owner and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.
 6. Except as expressly provided in this Policy, no amendment, variation or waiver of it shall be binding unless made in writing by The Program. No waiver of any provision or any portion of any provision, of this Policy shall constitute a waiver of any other part of the provision or any other provision of this Policy nor a continuing waiver unless otherwise expressly provided.

Aviva Insurance Company of Canada is a member company of Aviva Canada Inc. We are committed to protecting and keeping private our customers' personal information. For more information, please visit www.avivacanada.com to review our Privacy Policy, or contact our Privacy Officer at:

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L6G 0G1
Toll Free: 1-800-387-4518 Ext. 54171



If you need to file a claim...

Nobody wants to be faced with a claim situation, especially new home buyers.

Please read your warranty policy carefully to find out what is specifically covered; including any conditions, exclusions, expiry dates, or claim reporting cut-offs that you need to know about. Since not all deficiencies and defects with your new home are covered – such as non-completed items and contractual issues – it's always a good idea to read your warranty policy in full. It's also important to keep all relevant documents and correspondence between you and your builder, as these may be requested during the claims process. Finally, remember that your home warranty stays with the home, no matter who owns it.

When to file a claim

Are you faced with a situation and considering filing a claim? Before contacting Aviva, please ensure:

- ✓ You have already made an attempt to resolve the issue with your builder
- ✓ Your builder was unable to resolve the issue within a reasonable amount of time
- ✓ Your home warranty coverage has not expired
- ✓ Your reporting period to file a claim has not passed

In addition, BC Housing's Residential Construction Performance Guide is an excellent tool to assist you in determining whether or not the concern with your new home might be covered by your home warranty insurance. Visit the Home Warranty Insurance Claims section of their website <https://www.bchousing.org/licensing-consumer-services/new-homes/>.

How to file a claim

In order to submit a claim for a warranted defect, you must do so by **providing written notice** to both Aviva Insurance Company of Canada and your builder. You can submit your notice of claim to Aviva home warranty claims via:

Email: hwclaimscanada@aviva.com,
Mail: 10 Aviva Way, Suite 100, Markham, Ontario L6G 0G1

Please be sure to include the current date as well as the following information:

- ✓ Your policy number
- ✓ Your full name
- ✓ Your home address
- ✓ Your phone number
- ✓ Your e-mail address if applicable
- ✓ A detailed description of each item being claimed, including the specific location in the home
- ✓ Any other details you feel are relevant

If you own a home in a multi-family strata building, and you believe there may be defect claims relating to the common property, please notify your strata council and/or your property manager so that they can submit a claim on your behalf.

Additional information including the Maintenance Manual can be found on your home warranty administrator, National Home Warranty's, website www.nationalhomewarranty.com