

Tuesday, October 7, 2025

Iuri Morgun & Irina Morgun
1405 28 Street
West Vancouver, BC V7V 4L8

Welcome home! Your home is protected by the Pacific Home Warranty Insurance Services (PHW) warranty program. We know purchasing a home is one of the most significant purchases you will make, and we wish you many years of comfort and happiness.

Trisura Guarantee Insurance Company is the Home Warranty Insurer for your home warranty policy and PHW is the administrator of your warranty. Enclosed behind this letter you will find an Insurance Declaration Page that specifies the expiry dates of your warranty protections as provided by your warranty Insurer.

Immediately following the Declaration Page, you will find the warranty certificate(s) that defines the warranty protection afforded to both you, and subsequent purchasers of your home. Please read this warranty certificate carefully as it details what is and what is not covered by your warranty. **It is very important that you understand your policy, its expiry dates, coverages, and limitations.** The warranty certificate also defines what your responsibilities are as a homeowner with respect to such things as maintenance of your home. For a further understanding of New Home Warranty, we recommend visiting the home owner section of www.pacificwarranty.com. Here you will find a list of resources including links to the BC Housing Residential Performance Guide, as well as home maintenance recommendations.

In the event you need to submit a claim against your warranty policy, please visit our website at www.pacificwarranty.com where you will find additional information on how to submit a claim, an understanding of the claims process, and other claims related resources.

If at any point you have questions regarding your warranty, our team at Pacific Home Warranty Insurance Services will be glad to assist you. Our website provides answers to many common questions, but you can always contact us at claims@pacificwarranty.com or toll free at 1-866-957-2314.

Congratulations on the purchase of your new home, and welcome to the Pacific Home Warranty Insurance Services family.

Regards,



Darren Van Wart
President
Pacific Home Warranty Insurance Services

Home Warranty Insurance Declaration Page

Registration Number

50-174076

Member Code

EURO131

Commencement Date

3/15/2025

Insured

Iuri Morgun & Irina Morgun

1405 28 Street, West Vancouver BC V7V 4L8

Member Information

Eurohouse Construction Inc

1514 Marine Drive, West Vancouver BC V7V 1H8

Phone: 604-715-6804

Fax:

Registration Information

1405 28 Street, West Vancouver BC V7V 4L8

Commencement Date

Your Warranty Started on:

3/15/2025

Warranty Dates**Coverage Details: SBS-52-21 (Site Built Single - [1][1MIL-2MIL])**

Coverage	Effective Date	Expiry Date
Materials & Labour	3/15/2025	3/15/2026
Mechanical Systems	3/15/2025	3/15/2027
Envelope Coverage	3/15/2025	3/15/2030
Structural Coverage	3/15/2025	3/15/2035

Exclusions

Refer to Attached Limited Warranty Certificate

Insurer

Trisura Guarantee Insurance Company

1610-333 Bay St, Toronto ON M5H 2R2

**Home Warranty Insurance Administrator**

Pacific Home Warranty Insurance Services

206-20434 64 Avenue, Langley BC V2Y 1N4

Phone: 604-574-4776

Fax: 604-574-4779

Darren Van Wart
President
Pacific Home Warranty Insurance Services

Important Notice:

Please read the attached Limited Warranty Certificate carefully. It contains limits, exclusions and notice requirements. The protections available under this Limited Warranty Certificate are time limited as specified above.

Home Warranty Insurance Declaration Page

****Please detach this sticker and place on or near your electrical panel****.

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INSURING AGREEMENT

In consideration of the payment of the premium paid, Trisura Guarantee Insurance Company (Trisura), through Progressive Home Warranty Ltd. dba Pacific Home Warranty Insurance Services (Pacific) will provide the benefits described in this Home Warranty Insurance Policy (Policy), subject to the terms and conditions set forth herein or added hereto to the benefit of the Owner who is Owner for, and entitled to such benefits. No such terms and conditions shall be considered waived by Trisura in whole or in part unless the waiver is in writing signed by a person authorized for that purpose by Trisura. This Policy, all schedules, forms, riders, endorsements pertaining to, or attached hereto, the Dwelling Unit and the Declaration Page shall be considered one (1) document. Collectively these documents are evidence of the contract between the Owner and Trisura.

DEFINITIONS

Any word or expression to which specific meaning has been attached shall bear such meaning whenever it appears, and such definitions shall include the plural and possessive form thereof. For purposes of this Policy, the following terms will be defined as follows and cannot be waived or changed in any way other than in writing from Trisura:

1. "Act" means the Homeowner Protection Act;
2. "Building Code" means, as applicable,
 - a) the British Columbia Building Code established under the Building 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;
3. "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;
4. "Commencement Date" means the date this Policy is effective and coverage commences;
5. "Defect" means any design or construction that is contrary to the Building Code or that requires repair or replacement due to negligence of the Residential Builder or a person for whom the Residential Builder is responsible at law. Non-compliance of the Building Code is considered a covered Defect 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 Dwelling Unit;
6. "Defects In The Building Envelope" means defects that result in the failure of the Building Envelope to perform its intended function;
7. "Dwelling Unit" means a class of new home which is 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;
8. "Driveway" means a surface intended and constructed primarily to be used for vehicular access to and from the New Home;
9. "Owner" means:
 - a) the person who:
 - i) purchases a New Home, or
 - ii) contracts with a Residential Builder to construct a new home, and includes
 - iii) a person who purchases a life interest in a new home,
 - iv) a strata corporation in respect of the common property, common facilities and other assets,
 - v) a cooperative, corporation or society having an ownership interest in a new home, and
 - vi) a subsequent purchaser of a new home;
10. "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;
11. "Multi-Unit Building" means a building containing two (2) or more Dwellings Units together with associated Common Property, if any;
12. "New Home" means a building, or portion of a building, that is newly constructed or being constructed and is intended for residential occupancy, and includes:
 - a) a self-contained dwelling unit that is
 - i) detached, or
 - ii) attached to one or more other self-contained dwelling units
 - b) a building having 2 or more self-contained dwelling units under one ownership
 - c) common property, common facilities and other assets of a strata corporation
 - d) any building or portion of a building of a class prescribed by the regulations as a new home to which the Act applies
 - e) a home that is or is being substantially reconstructed
13. "Pacific" means Progressive Home Warranty Ltd. dba Pacific Home Warranty who is the home warranty insurance administrator appointed by Trisura;
14. "Residential Builder" means the person, who engages in, arranges for or manages all or substantially all of the construction of a new home or agrees to do any of those things, and includes a developer and a general contractor.
15. "Secondary Suite" means a suite located in and forming part of the Dwelling Unit where the Dwelling Unit remains as a single legal title;
16. "Walkway" means a surface intended and constructed primarily to be used as a pedestrian access to and from the New Home, and may include stairs.

BENEFITS

Subject to the terms, conditions, exclusions and limitations set forth in this Policy, Trisura agrees to provide the following benefits:

1. Material & Labour Coverage

This benefit covers:

- a) during the first twelve (12) months from the Commencement Date, the repair and/or replacement of Defects in labour and/or materials; and
- b) during the first twenty-four (24) months from the Commencement Date, the repair and/or replacement of Defects in labour and/or materials:
 - i) supplied for electrical, plumbing, heating, ventilation and air conditioning delivery and distribution systems ;
 - ii) for the exterior cladding, caulking, windows and doors that may lead to detachment or material damage to the New Home;
 - iii) for a violation of the Building Code, if the non-compliance constitutes an unreasonable health or safety risk or has resulted in, or is likely to result in, material damage to the New Home; and
 - iv) which render the New Home unfit to live in.

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2. Building Envelope Coverage

During the first five (5) years from the Commencement Date, this benefit covers the repair of 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.

3. Structural Defects Coverage

During the first ten (10) years from the Commencement Date, this benefit covers:

- a) any Defect in labour or materials 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.

4. Living-out Allowance Coverage

If repairs are required under this Policy and damage to the New Home or the extent of the repairs renders the Dwelling Unit uninhabitable, this Policy covers the reasonable living-out expenses incurred by the Owner.

The maximum limit for this benefit is one hundred dollars (\$100) per day for the complete reimbursement of the actual accommodation expenses incurred by the Owner at a hotel, motel or other rental accommodation up to the day the Dwelling Unit is ready for occupancy, subject to the Owner receiving twenty-four (24) hours advance notice.

BENEFIT LIMITS

1. Trisura's limit of liability under this Policy is the lesser of:
 - a) the original purchase price paid by the owner; and,
 - b) two hundred thousand dollars (\$200,000).
2. When calculating the cost of warranty claims in respect of Trisura's limit of liability, Trisura 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.

COMMENCEMENT DATE

1. The Commencement Date for coverage under this Policy is as follows:
 - a) for a New Home constructed by a Residential Builder on land owned by the Owner, the Commencement Date is the earliest of:
 - i) the date of actual occupancy of the New Home,
 - ii) the granting of an occupancy permit or similar right to occupy by the authority having jurisdiction, and
 - iii) the date that the New Home is completed and ready for occupancy;
 - b) for a New Home constructed by a Residential Builder on land not owned by the Owner, the Commencement Date is the earlier of:
 - i) the date of actual occupancy of the New Home; and
 - ii) the transfer of the legal title of the New Home to the Owner.
2. For the purposes of subsection 1.a), in a jurisdiction where occupancy permits are not issued, a New Home is deemed to have reached the stage of occupancy when it:
 - a) is "completed" as that term is defined by the Builders' Lien Act, and
 - b) is capable of being occupied.

COMMENCEMENT DATE FOR SPECIAL CASES

1. If an unsold New Home owned by a Residential Builder is occupied as a rental unit, the Commencement Date is the date the New Home is first occupied.
2. If the Residential Builder subsequently offers to sell a New Home which is rented, the Residential Builder must disclose, in writing, to each prospective purchaser, the date on which the Policy expires.

WARRANTY TERMS

1. If Trisura makes a payment or assumes liability for any payment or repair under this Policy:
 - a) Trisura is subrogated to all rights of recovery of an Owner against any person or persons who may have caused or contributed to the requirement for the payment or repair under this Policy;
 - b) Trisura may bring an action at its own expense, in the name of the Owner or of Trisura, to enforce such rights; and
 - c) the Owner must fully support and assist Trisura in the pursuit of those rights if Trisura pursues such subrogated rights.
2. Implied or expressed warranties or representations made by a Residential Builder to an Owner are not binding on Trisura except as set out in the Act and the Act Regulation or as set out in this Policy.
3. An Owner must permit Trisura, the Residential Builder and/or representatives of either, to enter the New Home at all reasonable times, on the giving of reasonable notice to the Owner:
 - a) to monitor the New Home or its components;
 - b) to inspect for required maintenance;
 - c) to investigate complaints or claims; or
 - d) to undertake repairs under this Policy.If any reports are produced as a result of any of the activities referred to above, the reports will be provided to the Owner on request.
4. An Owner must provide to Trisura all information and documentation that the Owner has available, as reasonably required by Trisura, in order to investigate a claim or maintenance requirement, or to undertake repairs under this Policy.
5. To the extent that damage to the New Home is caused by the unreasonable refusal of the Owner or occupant to permit Trisura or the Residential Builder access to the New Home for the reasons set out in subsection 3 or to provide the information required by subsection 4, such damage is excluded from this Policy.
6. The Owner shall maintain the New Home in a proper and prudent manner, according to the maintenance requirements and procedures provided by Pacific and/or the Residential Builder.
7. If the Residential Builder or the Owner is more than one (1) person, the obligation of each person is deemed to be joint and several.

EXCLUSIONS — GENERAL

1. The following are excluded from 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 the New Home;

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- c) any commercial use area and any construction associated with a commercial use area;
 - d) roads, curbs and lanes;
 - e) site grading and surface drainage except:
 - i) as required by the Building Code, or
 - ii) for subsidence beneath footings of the New Home or under Driveways or Walkways;
 - 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;
2. The exclusions permitted by subsection 1 do not include any of the following:
- a) a Driveway or Walkway;
 - b) recreational and amenity facilities situated in, or included as the common property of, a New Home; or
 - c) 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.

EXCLUSIONS — DEFECTS

1. The following are excluded from 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 New Home into two (2) or more units, by anyone other than the Residential Builder or its employees, agents or subcontractors while undertaking their obligations under the contract, and
 - iv) changes to the grading of the ground by anyone other than the Residential Builder or its employees, agents or subcontractors;
 - f) loss or damage due to failure of an Owner to take timely action to prevent or minimize such loss or damage, including the failure to give prompt notice to Trisura 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 contract;
 - l) contaminated soil;
 - m) subsidence of the land around the New Home or along utility lines, other than subsidence beneath footings of the New Home or under Driveways or Walkways;
 - n) diminution in the value of the New Home; ;
2. Subsection 1.i) includes bodily injury, or damage to personal property, caused by mold.

LIMITATIONS

1. Pacific is a home warranty insurance administrator contracted by Trisura to assist in the fulfillment of the benefits provided under this Policy, and shall not under any circumstances be liable for performance of any obligation of Trisura under this Policy.
2. This Policy does not protect or indemnify or otherwise secure the Owner against any deposit or other money paid to the Residential Builder under a contract or any other benefit not set out in this Policy.
3. Any materials and/or workmanship furnished or installed or caused to be installed by the Residential Builder or its subcontractors which is not defective but does not comply with the specifications in the contract is not included in the definition of Defect in the policy.

DUTY TO MITIGATE

1. Trisura will require the Owner to mitigate any damage to the New Home, including damage caused by Defects or water penetration, as set out in this Policy.
2. Subject to subsection 3, for Defects covered by this Policy, the duty to mitigate is met through timely notice in writing to Trisura.
3. The Owner must take all reasonable steps to restrict damage to the New Home if the Defect requires immediate attention.
4. The Owner's duty to mitigate survives even if:
 - a) the New Home is unoccupied;
 - b) the New Home is occupied by other than the Owner; or
 - c) water penetration does not appear to be causing damage.
5. 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, such damage will be excluded from this Policy.

WARRANTY ON REPAIRS AND REPLACEMENTS

1. All repairs and replacements made under this Policy will be 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 coverage under this Policy.

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2. All repairs and replacements made under this Policy will be completed in a reasonable manner using materials and labour conforming to the Building Code and industry standards.

NOTICE OF CLAIM

1. Within a reasonable time after the discovery of a Defect and before the expiry of the applicable coverage under this Policy, the Owner must give to Trisura and the Residential Builder written notice in reasonable detail that provides particulars of any specific Defects covered by this Policy.
2. Trisura will require the notice under subsection 1 to be sent to the address provided on the Declaration Page and to include the following:
 - a) the Policy/Registration Number shown on the Declaration Page; and,
 - b) copies of any relevant documentation and correspondence between the Owner and the Residential Builder.

MANDATORY CONDITIONS

Mediation

In this section:

"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;

"Mediation Session" means a meeting between 2 or more parties to a dispute during which they are engaged in mediation;

"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;

"Roster Organization" means any body designated by the Attorney General to select mediators for the purpose of this regulation

1. If a dispute between Trisura 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 Pacific and/or Trisura a written request to mediate.
2. If the Owner delivers a request to mediate, Trisura and the Owner must attend a Mediation Session in relation to the dispute.
3. Trisura or the Owner may invite to participate in the Mediation any other party to the dispute who may be liable.
4. Within twenty-one (21) days after the Owner has delivered a request to mediate, the parties must, directly or with the assistance of an independent, neutral person or organization, jointly appoint a mutually acceptable Mediator.
5. If the parties do not jointly appoint a mutually acceptable Mediator within the time required, 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.
6. Promptly after a Roster Organization selects the Mediator, the Roster Organization must notify the parties in writing of that selection.
7. The Mediator selected by a Roster Organization is deemed to be appointed by the parties effective the date of the notice sent by the Roster Organization.
8. The date, time and place of the first Mediation Session must be scheduled by the Mediator, and the first Mediation Session must occur within twenty-one (21) days of the appointment of the Mediator.
9. Despite subsection 2, 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.
10. A representative who attends a Mediation Session in the place of a party referred to in subsection 9:
 - 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.
11. A party or a representative who attends the Mediation Session may be accompanied by counsel.
12. Any other person may attend a Mediation Session if that attendance is with the consent of all parties or their representatives.
13. At least seven (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.
14. Promptly after receipt of all of the statements required to be delivered under subsection 13, the Mediator must send each party's statement to each of the other parties.
15. 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.
16. 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.
17. 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.
18. Nothing in subsection 17 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.
19. 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.
20. 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 facts, issues or future procedural steps.

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Transfers of Warranty to Subsequent Purchasers

1. This Policy pertains solely to the New Home for which it provides coverage and no notice to Trisura is required on a change of ownership.
2. All of the applicable unused benefits under this Policy are automatically transferred to any subsequent legal owner on a change of ownership.

Handling of Claims

1. Trisura will, 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. Trisura will 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, Trisura determines that the claim is not valid or not covered under the Policy, Trisura will notify the Owner of the decision in writing, setting out the reasons for the decision.
4. The notice under subsection 3 will also set out the rights of the parties under the third party dispute resolution process referred to in the Mediation provision of this Policy.
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, Trisura will deliver a copy of the repair specifications to the Owner along with a letter confirming the date the repairs were completed and referencing the Warranty on Repair and Replacement provision of this Policy.

Disclosure of Claims History

1. On receipt of an inquiry from an owner of the New Home covered by this Policy regarding the claims experience of the New Home, Trisura will provide the owner with a history of claims.
2. The history of claims referred to in subsection 1 will include, for each claim, not less than the following information:
 - 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;
 - e) the cost of the repair.
3. Trisura will charge an owner a fee of \$25 to provide the history of claims.