

Certificate of Registration

General	<u>Moore</u> <u>Erin & Graeme</u>			
Name of Purchaser(s) :	Surname		Given Name(s)	
Unit Registration	: WCI <u>1117 - 001 - 316</u> <u>V6K</u>			
Unit Civic Address	: <u>316 - 2268 W. Broadway, Vancouver</u> <u>UB2</u>			
	Number	Street Name	City	Postal Code
Mailing Address (if different than above):				
	Number	Street Name	City	Postal Code
Telephone (residence) :	<u>604 374 8400</u>		Telephone (work):	
Type of Unit	: <input checked="" type="checkbox"/> Condominium <input type="checkbox"/> Townhouse <input type="checkbox"/> Duplex <input type="checkbox"/> Single Family			

Service Information (Builder)				
Builder Representative:	<u>Donna Figueroa</u>		Builder Name: <u>Kitsilano Vine Center Limited</u>	
Builder's Address	: <u>12831 Hulse St</u> <u>Place</u> <u>Richmond</u> <u>V7A 4X5</u>			
	Number	Street Name	City	Postal Code
Registration Number	: WCI <u>1117 - 001</u>			
Telephone	: <u>604 272 7400</u>		Fax :	

Service Information (Warranty)	
Willis Canada Inc. 1500-1095 West Pender Street Vancouver, BC V6E 2M6 Telephone: (800) 665 5252 (604) 683 6831	

Willis Canada, an Agent representing the Warranty Providers, will provide the Purchaser(s) with a Warranty Policy upon receipt of this Certificate of Registration, completed by the Purchaser(s) and the Builder.

The Warranty commences on the earlier of (i) the date of actual occupancy of the Dwelling Unit; (ii) the transfer of title of the Dwelling Unit to the Purchaser(s).

Warranty Commencement Date:

Dec. 18th 2007

Signature of Purchaser(s)

: [Signature]

Signature of Builder's
Authorized Representative

: [Signature]

Printed Name and Title

: Donna Figueroa
Director of Real Estate

This Certificate of Registration was completed on the 19th day of Dec, 2007

☒ List of deficiencies attached ☐ No deficiencies noted at inspection ☐ List of deficiencies forthcoming

White - Willis

Yellow - Builder

Pink - Purchaser(s)



May 23, 2008

Erin Moore, Graeme Moore
2268 West Broadway
Unit 316
Vancouver, BC
V6K 0B2

Telephone: 604-683-6831
Fax: 604-683-5746
Website: www.willis.com

Direct Line: 604-605-3697
Direct Fax: 604-683-5746
E-mail: natalie.sherbuck@willis.com

**Re: Willis Warranty - Unit 316
The Vine**

Congratulations on the purchase of your new home. We are pleased to enclose your Willis Warranty, along with our information sticker outlining details and contact information for the warranty. Because the warranty is transferable to any future owners of this unit, we ask that you affix the sticker to a permanent location.

The declaration page on the front of your policy summarizes the commencement date and expiration date of the materials and workmanship, water penetration and structural components of your warranty.

At the time of registration with the builder's representative, you may have submitted a deficiency list with your registration certificate. This list is a record of deficiencies to be addressed by the developer. The deficiency list is not construed by the warranty insurers as a notice of claim. The procedures for filing a claim for a warrantable defect are clearly set out in the policy.

If you have any questions on your warranty, please do not hesitate to contact our office.

Regards,

A handwritten signature in black ink, appearing to be "Natalie Sherbuck".

Natalie Sherbuck
Junior Account Manager
Warranty and Construction

The Vine

WILLIS CANADA INC.

HOME WARRANTY

INDIVIDUAL UNIT OWNER

The
Willis
Warranty

Anything else is less



Underwritten By:
Commonwealth Insurance Company

**WILLIS CANADA INC.
1500 – 1095 West Pender Street
Vancouver, B.C.
V6E 2M6**

Policy No. WCI 1117-001IU-316

DECLARATIONS

**THE INSURANCE COMPANY (IES) SIGNATORY HERETO
(Hereinafter called the Insurer(s))
FOR THEIR RESPECTIVE INTEREST
BY THIS POLICY AGREE TO PROVIDE WARRANTY COVERAGE TO:**

NAME: The Vine

CIVIC ADDRESS:

2268 West Broadway
Vancouver, BC
V6K 0B2

ADDRESS OF VENDOR/PURCHASER:

2268 West Broadway, 316
Vancouver, BC
V6K 0B2

COMMENCEMENT DATE: December 18, 2007

EXPIRY DATES:

Material & Labour Warranty:

a) **12 Months Defects in Material & Labour:** December 18, 2008
15 Months for Common Property: March 18, 2009

b) **2 Years defects in Materials and Labour supplied for:** December 18, 2009

- i) the gas, electrical, plumbing, heating, ventilation and air conditioning delivery systems: and
- ii) the exterior cladding, caulking, windows and doors that may lead to detachment or material damage to the dwelling unit

10 Years Building Envelope Warranty: December 18, 2017

10 Years Structural Defects Warranty: December 18, 2017

INSURER(S):

Commonwealth Insurance Company
595 Burrard Street, Suite 1500
Box 49115 Bentall Tower Three
Vancouver, BC

IN WITNESS WHEREOF, the insurer has duly executed this Policy. PROVIDED, however, that this Policy is not valid unless signed by an authorized representative of the Insurer.

WILLIS CANADA INC.

per 
Authorized Representative

June 2, 2008
Date

This Policy is issued and accepted subject to the foregoing provisions and to the following provisions, stipulations and conditions which are hereby specifically referred to and made a part of this Policy, together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto.

LIMITS OF LIABILITY - STANDARD WARRANTY COVERAGE

Pursuant to the cover set out in the Insuring Agreement the Insurer shall not be responsible for more than:

1. \$200,000.00 (or the purchase price paid by the purchaser/homeowner, whichever is less) for a dwelling unit in fee simple ownership;
2. \$100,000.00 (or the purchase price paid by the purchaser/homeowner, whichever is less) for a dwelling unit in a strata titled or multi-unit project;

In calculating the cost of claims for standard limits under warranty coverage, the Insurer will include:

- a) the cost of repairs;
 - b) the cost of investigation, engineering and design required for repairs; and
 - c) the cost of supervision of repairs, including professional review (but excluding legal costs);
 - d) the living out accommodation expenses.
3. \$100.00 (or the paid amount, whichever is less) per day for reasonable living out accommodation expenses actually incurred by the homeowner in the event that repairs are required under warranty and the damage to the building or extent of the repairs renders the dwelling unit uninhabitable. Coverage under this subsection will continue until the dwelling unit is ready for occupancy, subject to the homeowner receiving 24 hours advance notice.

INSURING AGREEMENT

The Insurer will pay on behalf of the purchaser/homeowner during the periods of insurance noted (subject to the terms, conditions, limits, definitions and exclusions contained herein) for:

1. Materials and Labour Warranty

The coverage for the two (2) year material and labour warranty is as follows:

- a) in the first twelve (12) months from the commencement date:
 - i) coverage for any defect in materials and labour; and
 - ii) subject to definition, coverage for a violation of building code.
- b) In the first twenty-four (24) months from the commencement date:
 - 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 dwelling unit;
 - iii) coverage for any defect in materials and labour which renders the new home unfit to live in;
 - iv) subject to definition, coverage for violation of the building code.
- c) Non-compliance with the building code is considered a defect covered by this policy if the non-compliance:
 - i) constitutes an unreasonable health or safety risk; or
 - ii) has resulted in, or is likely to result in, material damage to the dwelling unit.

2. Building Envelope Warranty

The coverage for the ten (10) year building envelope warranty is as follows:

- a) In the first ten (10) years, from the commencement date, any defect that permits unintended water penetration such that:
 - i) it causes material damage to the dwelling unit; or
 - ii) it is likely to cause material damage to the dwelling unit.

3. Major Structural Warranty

The coverage for the ten (10) year structural defects warranty is as follows:

- a) Any defect in materials and labour that results in the failure of a load bearing part of the dwelling unit; and
- b) Any defect that causes structural damage that materially and adversely affects the use of the dwelling unit for residential occupancy.

4. Living Out Accommodation Expenses

The living-out accommodation expenses actually incurred by the homeowner at a hotel, motel or other rental accommodation due to repair work that renders the dwelling unit uninhabitable.

5. Repair/Replacement of Defects

Any repairs or replacement of defects pursuant to this policy shall be covered against defect in material and labour until the later of one (1) year from the date of completion of the repair or replacement or to the expiry date of the applicable policy coverage.

EXCLUSIONS - PERILS

This warranty does not cover:

- 1. Water penetration or damage caused by:
 - a) breakage of or leakage from plumbing lines or systems;
 - b) fire sprinkler systems;
 - c) irrigation systems;
 - d) broken windows.
- 2. Weathering, normal wear and tear, deterioration or deflection consistent with normal industry standards.
- 3. Normal shrinkage of materials caused by drying after construction.
- 4. Loss or damage arising from the dwelling unit being used primarily or substantially for non- residential purposes.
- 5. Loss or damage that is caused or made worse by a homeowner or third party, including:

- a) negligent or improper maintenance or operation by anyone other than the vendor/developer/general contractor or its employees, agents or subcontractors;
 - b) failure of anyone, other than the vendor/developer/general contractor or subcontractor, to comply with the warranty requirements of the manufacturers of appliances, equipment or fixtures;
 - c) unreasonable refusal by the purchaser/homeowner to permit the Insurer or vendor/developer/general contractor access to the dwelling unit to:
 - i) monitor the dwelling unit or its components;
 - ii) inspect for required maintenance;
 - iii) investigate complaints or claims; or
 - iv) undertake repairs under this policy.
 - d) alterations to the new dwelling unit, including the conversion of non-living space into living space or the conversion of a dwelling unit into two or more units, by anyone other than the vendor/developer/general contractor, or its employees, agents or subcontractors while undertaking their obligations under the sales contract;
 - e) any defect in, caused by, materials or work supplied by anyone other than the vendor/developer/general contractor, or its employees, agents or subcontractors;
 - f) changes, alterations or additions made to a dwelling unit by anyone after initial occupancy, except those performed by the vendor/developer/general contractor, its employees, agents or subcontractors;
 - g) changes to the grading of ground by anyone other than vendor/developer/general contractor or subcontractors.
6. Failure of the homeowner to take timely action to prevent or minimize loss or damage, including the failure to give prompt notice to the Insurer of a defect or discovered or potential defect or loss.
 7. Insects, rodents or other animals, unless the damage results from non-compliance with the building code by the vendor/developer/general contractor or its employees, agents or subcontractors.
 8. Accidental loss or damage from acts of nature including, but not limited to, fire, explosions, 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 foreseeable by the vendor/developer/general contractor.
 9. Bodily injury.
 10. Subsidence of the land around the dwelling unit or along utility lines, other than beneath building footings.
 11. Diminution in the value of property.
 12.
 - a) the actual, alleged or threatened discharge dispersal, seepage, migration, release or escape of pollutants, including, without limitation, any liability arising from uninhabitability or health risk attributable to pollutants, contaminants or irritants (including, without limitation, the presence or consequence of radon gas or formaldehyde) or attributable to the presence of or proximity to hazardous or toxic materials;
 - b) any government direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.
 13. Abnormal loading on floors, that exceeds design loads.
 14. Loss or damage to building components and products where:

- a) the component or product has a manufacturer's warranty; and
 - b) the manufacturer's warranty has been transferred to the homeowner (automatically or through necessary action by the vendor/developer or homeowner); and
 - c) the provisions, terms and conditions applying to the manufacturer's warranty (ie: maintenance requirements) have been provided to the homeowner in order to understand the warranty and undertake any action as in required by the warranty;
 - d) the homeowner fails to comply with the provisions, terms and conditions applying to the manufacturer's warranty.
15. Implied or expressed warranties or representations made by a vendor/developer/general contractor to a purchaser/homeowner except as set out in this policy.

EXCLUSIONS - PROPERTY

This warranty does not cover:

1. Materials labour or design supplied by the purchaser/homeowner.
2. Loss or damage to personal property of the homeowner or occupant, if dwelling unit is rented to others by the homeowner.
3. Loss or damage to real property or personal property that is not part of the dwelling unit.
4. Any materials and/or workmanship furnished or installed or caused to be installed by the vendor/developer/general contractor or its subcontractors which is not defective, even though such material or workmanship does not comply with the specifications in a sales agreement or contract.
5. Landscaping (hard and soft) including plants, fencing, detached patios, planters, gazebos, and similar structures.
6. Non-residential structures, including detached recreation facilities, sheds, detached garages or carports, or outbuildings or any structure or construction not attached to or forming an integral part of a building or dwelling unit.
7. Any commercial use area and any construction associated with a commercial usage.
8. Roads, curbs and lanes.
9. Any construction or component not situated on private property.
10. Site grading and surface drainage, except as required by the building code.
11. The operation of municipal services, including sanitary and storm sewer.
12. Septic tanks or fields.
13. The quality or quantity of water, either from a piped municipal water supply or from a well.
14. A water well, except that the equipment installed for the operation of a water well used exclusively for a home is considered to be part of the plumbing system for that dwelling unit.

These exclusions do not include:

1. Driveways or walkways;
2. Recreational facilities situated in or included as the common property of a dwelling unit.
3. A parking structure situated in a multi-unit building.
4. Retaining walls required by the authority having jurisdiction to be engineered or is reasonably required for the direct support of, or retaining soil away from a dwelling unit, driveway or walkway.

MEDIATION

1. If a dispute between the Insurer and a homeowner arising under this policy cannot be resolved by informal negotiation within a reasonable time, the homeowner may, at the homeowner's sole election, require that the dispute be referred to mediation by delivering to the Insurer a written request to mediate.
2. If the homeowner delivers a request to mediate under subsection (1), the Insurer and the homeowner must attend a mediation session in relation to the dispute.
3. In addition to the requirements of subsection (2), the Insurer or a homeowner 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 homeowner has delivered a request to mediate under subsection (1), 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 by subsection (4), the homeowner 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;
 - 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 under subsection (5), 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 under subsection (6).

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 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 service, 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 of the following:
- a) facts;
 - b) issues;
 - c) future procedural steps.

DEFINITIONS

1. Building Code

- a) the British Columbia Building Code established under the Municipal 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.

2. Commencement Date

a) Fee Simple Homes:

The commencement date for this insurance coverage of a dwelling unit held in fee simple is as follows:

- i) for a dwelling unit constructed by a vendor/developer/general contractor on land owned by owner, the commencement date is the earliest of:
 - 1) the date of actual occupancy of the dwelling unit;
 - 2) the granting of an occupancy permit or similar right to occupy by the authority having jurisdiction; and
 - 3) the date that the dwelling unit is completed and ready for occupancy.
- ii) for a dwelling unit constructed by a vendor/developer/general contractor on land not owned by the homeowner, the commencement date is the earlier of:
 - 1) the actual date of occupancy of the dwelling unit;
 - 2) the transfer of the legal title of the dwelling unit to the owner.

For the purposes of subsection (a)(i), in a jurisdiction where occupancy permits are not issued, a dwelling unit is deemed to have reached the stage of occupancy when it:

- i) is completed as that terms is defined by the Builders' Lien Act; and
- ii) is capable of being occupied.

b) Strata Dwelling Units:

The commencement date for this insurance coverage on a dwelling unit comprising the strata lot is the earlier of:

- i) the actual occupancy of the dwelling unit; and

- ii) the transfer of legal title to the strata lot.

c) Special Cases:

- i) If an unsold dwelling unit owned by a vendor/developer/general contractor is occupied as a rental unit, this policy commencement date is the date that the dwelling unit is first occupied;
- ii) If the vendor/developer/general contractor subsequently offers to sell a dwelling unit that is rented, the vendor/developer/general contractor must disclose, in writing, to each prospective purchaser, the date on which this policy expires;
- iii) For multi-unit buildings not in a strata plan, the commencement date of this policy is concurrent with the date of first occupancy of a dwelling unit in the multi-unit building.

3. Defect

Subject to the exclusions, conditions and terms of the policy and occurring and reporting during the prescribed periods of insurance and within the limits of liability any construction, including labour and material, that is contrary to the building code or that requires repair or replacement due to the negligence of a vendor/developer/general contractor or person for whom the vendor/developer/general contractor is responsible at law.

4. Driveway

A surface intended and constructed primarily to be used for vehicular access to or from a dwelling unit.

5. Duly Authorized Representative

Any representative authorized by the Insurer to undertake work or perform functions on its behalf.

6. Dwelling Unit

A home, which is a building, or a portion of a building, that is newly constructed and intended for residential occupancy :

- a) that is a single, self-contained residence that usually contains cooking, eating, living, sleeping and sanitary facilities;
- b) that may contain a secondary suite if permitted by local bylaws.

The following homes are also included within this definition:

- a) conversion of non-residential space to "for sale" residential units;
- b) live/work units; and
- c) equity co-operatives

The following homes are not included within this definition:

- a) floating homes;
- b) seasonal dwellings;
- c) manufactured homes; and
- d) hotels, dormitories, institutional buildings, care facilities

7. Expiry Date

The dates referenced on the Declaration page and Insuring Agreement section of this policy, after which coverage terminates.

8. General Contractor

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 a new home and includes a construction manager and project manager. The general contractor may also serve as the person or other legal entity that obtains the building permit. The general contractor may also serve as the person or other legal entity that obtains warranty and sells the dwelling unit to the purchaser/homeowner.

9. Insurer

The company or companies noted on the Declarations page of the policy that have agreed to provide the coverage set forth in the policy.

10. Insuring Agreements

The general coverages provided by the policy as set forth in the Insuring Agreements section of the policy.

11. Living Out Accommodation Expenses

The actually incurred accommodation expenses by the purchaser/homeowner at a hotel, motel or other rental accommodation.

12. Load Bearing

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 loads.

13. Mediation

A collaborative process in which two (2) or more parties meet and attempt, with the assistance of a mediator, to resolve issues in dispute between them.

14. Mediation Session

A meeting between two (2) or more parties to a dispute during which they are engaged in mediation.

15. Mediator

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.

16. Multi-Unit Building

A building containing two (2) or more dwelling units together with associated common property, if any.

17. Pollutants

Any solid liquid, gaseous or thermal irritant or contaminant, including petroleum products, radon gas, smoke, vapour, soot, fumes, acids, alkalids, chemicals and waste; waste shall include , without limitation , materials to be recycled, reconditioned or reclaimed.

18. Purchaser/Homeowner

The person or persons who purchase the dwelling unit:

- a) initially, from the vendor/developer/general contractor; or
- b) subsequently, from an existing homeowner.

19. Roster Organization

Any body designated by the Attorney General to select mediators for the purposes of mediation.

20. Secondary Suite

A suite located in and forming part of a dwelling unit where the dwelling unit remains a single legal title.

21. Subrogation

The lawful substitution of a third party in place of a party having a claim against another party. This means the Insurer having the right to be substituted for a party it has compensated and sue any party whom the compensated party could have sued.

22. Time Clause

The dates referred to in the Declarations are effective 12:01 AM, Standard Time at the address of the purchaser/homeowner.

23. Vendor/Developer

The person or other legal entity that obtains the warranty and sells the dwelling units to the purchaser/homeowner. The vendor/developer may also obtain the building permit and construct the dwelling unit in fashion similar to that of a general contractor. The vendor/developer does not include land developers who may be involved in assembling land and selling the land to a vendor/developer.

24. Walkway

A surface intended and constructed primarily to be used as a pedestrian access to or from a dwelling unit and may include stairs.

25. Water Penetration

A defect in the building envelope of a dwelling unit which permits unintended water penetration into the dwelling unit such that it causes or is likely to cause material damage to the dwelling unit.

CONDITIONS

1. Notice to Warranty Provider

The homeowner of a dwelling unit has a duty to mitigate loss or damage, including damage caused by defects (including water penetration) if the defect requires immediate attention. This duty is satisfied by providing the Insurer or its duly authorized representative timely notice in writing of detection of loss or damage. The duty to mitigate survives even if:

- a) the dwelling unit is unoccupied;
- b) the dwelling unit is occupied by other than the owner;
- c) the defect (including water penetration) does not appear to be causing damage;
- d) the homeowner advises the strata corporation (if the dwelling unit is in a multi-unit project).

The extent that loss or damage to a dwelling unit is caused or exacerbated by the failure of a homeowner to take reasonable steps to mitigate, such damage is excluded from coverage.

2. Warranty Program Response – Responding Party

The purchaser/homeowner will provide written notice to the Insurer involving detection of loss or damage. Contact for initial service items should be with the customer service department of the vendor/developer/general contractor if the vendor/developer/general contractor has such a department. The purchaser/homeowner has the option to contact the Insurer directly, if preferred. This option is particularly appropriate when:

- a) there is a difference in language used by the purchaser/homeowner;
- b) the relationship between vendor/developer/general contractor and purchaser/homeowner has soured;
- c) the vendor/developer/general contractor cannot be located;
- d) the vendor/developer/general contractor has not responded in a reasonable timely fashion to a claim;
- e) the vendor/developer/general contractor does not have a customer service department;
- f) there is a dispute between the vendor/developer/general contractor and the purchaser/homeowner as to coverage or claim validity;
- g) the warranty term is drawing to a close;
- h) the dwelling unit involved is a resale;
- i) the circumstance involves potentially larger claim amounts such as water penetration or structural damage.

3. Warranty Program – Response Process

The Insurer or vendor/developer/general contractor shall, upon receipt of notice, promptly make reasonable attempts to contact the purchaser/homeowner to arrange for investigation of the claim. The Insurer or vendor/developer/general contractor shall make all reasonable efforts to avoid delays in responding to a claim, evaluating a claim and scheduling any repairs. Such repairs shall be undertaken in a timely manner, with reasonable consideration for weather, availability of materials and scheduling of crews.

The purchaser/homeowner must cooperate in every reasonable effort to investigate the claim including, without limitation granting the right of reasonable access to the dwelling unit to monitor, investigate or correct defects or to monitor or investigate the dwelling unit or its components, including but not limited to required maintenance.

Where, following evaluation of a claim, it is determined that the claim is not valid and will be disallowed, the Insurer shall notify the purchaser/homeowner of the decision, in writing, setting out the reasons for the decision. Such notice will also set out the process whereby an owner can appeal such a decision under the third-party dispute resolution process (refer to the Dispute Resolution Section).

4. Repairs

All repairs or replacements made under this policy shall be completed in a reasonable manner using materials and labour conforming to the building code and industry standards.

5. Notice of Claim Prior to Expiry – Vendor/Developer/General Contractor

Prior to the expiry date, a purchaser/homeowner shall give the Insurer or vendor/developer/general contractor written notice of any specific building defects claimed under this policy. Notice to the Insurer, setting out the building address and policy number, shall be deemed to satisfy the notice requirement to the vendor/developer/general contractor.

6. Notice of Claim Prior to Expiry - Insurer

If the vendor/developer/general contractor fails to adequately undertake repairs in a reasonable and timely fashion or repairs cannot reasonably be expected to be completed prior to the expiry date of the policy, the purchaser/homeowner can protect the claim by providing written notice to the Insurer within 60 days after the expiry date of the policy. The Insurer is entitled to require that such notice include:

- a) the policy number;
- b) a copy of the notice to the vendor/developer/general contractor;
- c) a copy of other correspondence between the purchaser/homeowner and the vendor/developer/general contractor.

7. Change of Dwelling Unit Ownership/Transferability

The coverage provided by this policy pertains solely to the dwelling unit. No notice of change of ownership to the Insurer is necessary. All unused benefits under this policy are automatically transferred to any subsequent homeowner. Notice of expiry of this policy shall be sent to the occupant of the home. This policy is enforceable though there is no privity of contract between purchaser/homeowner and vendor/developer/general contractor.

8. Disclosure of Claims History of Insured Dwelling Unit

The Insurer or its duly authorized representative will, upon the request of the homeowner, provide a statement of claims made applicable to the dwelling unit. Such a statement shall include not less than the following information:

- a) type of claim made;
- b) resolution of claim;
- c) type of repair performed;
- d) date of repair;

e) cost of repair.

9. Subrogation

Where the Insurer makes payment or assumes liability for any payment or repair under this policy:

- a) the Insurer is subrogated to all rights of recovery of the purchaser/homeowner against any person or persons who may have caused or contributed to the requirement for the payment or repair under this policy;
- b) the Insurer may bring action at its own expense, in the name of the purchaser/homeowner or of the Insurer, to enforce such rights;
- c) where the Insurer has pursued subrogated rights, the purchaser/homeowner shall fully support and assist the Insurer in the pursuit of those rights, if the Insurer pursues such rights.

10. Implied/Expressed Warranties or Representations

Implied or expressed warranties or representations made by the vendor/developer/general contractor to the purchaser/homeowner are not binding upon the Insurer, except as set out in legislation or regulation.

11. Delay or Repair Permitted

After the expiry of the workmanship and materials portion of coverage, the Insurer may defer defect repairs in the building envelope or structure until material loss damage or adverse effect occurs to the building, provided such occurs on or prior to the applicable expiry date. Where damage has not occurred at the applicable expiry date, but where it is likely that premature damage to the building will result from the defect, the Insurer shall repair the defect.

12. Misrepresentation

This policy will be voidable in the event of material misrepresentation or misdescription by the purchaser/homeowner. Such voidability does not transfer to subsequent purchaser/homeowner.

13. Fraudulent Acts

If any claim is fraudulent, or if fraudulent means or devices are used by the purchaser/homeowner or any person acting on behalf of and with the consent or knowledge of the purchaser/homeowner, in order to gain benefit under this policy or if any damage be occasioned by the willful act of or with the connivance of the purchaser/homeowner, all benefits under this policy to the purchaser/homeowner will be forfeited.

Summary of Warranty Insurance Expiry Dates

Policy No: WCI 1117-001IU-316

December 18, 2008

Labour and Material

December 18, 2009

Mechanical Systems, Exterior Cladding, Caulking and Windows

December 18, 2017

Building Envelope

December 18, 2017

Structural

The
Willis
Warranty

Anything else is less

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Fax : (604) 683-5746
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