



APPENDIX "A"

WARRANTY COVERAGES

1) MATERIALS & LABOUR WARRANTY

- (a) in the first **12 months** of the Warranty, for **detached dwelling units** or **dwelling units** in a **multi-family building**, coverage for any Defect in Materials and Labour.
- (b) in the first **15 months** of the Warranty, for the **Common Property**, common facilities and other assets of a Strata Corporation, coverage for any defect in Materials and Labour.
- (c) in the first **24 months** of the Warranty,
 - i. coverage for any Defect in Materials and Labour supplied for the gas, 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 or Common Property,
 - iii. coverage for any Defect in Materials and Labour which renders the new home unfit to live in, and;
 - iv. non-compliance with, or a violation of the Building Code if the non-compliance or violation:
 - 1) constitutes an unreasonable health or safety risk, or
 - 2) has resulted in, or is likely to result in, Material Damage to the new home.

2) BUILDING ENVELOPE WARRANTY - FIVE (5) YEARS

Coverage for the Building Envelope for up to five years for Defects in the Building Envelope of a 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 WARRANTY - TEN (10) YEARS

Coverage for Structural Defects for up to ten years for:

- (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.

- *For complete Warranty Coverage information, refer to your London Guarantee Home Warranty Certificate.*



APPENDIX "B"

WARRANTY EXCLUSIONS

The Warranty does not cover the following:

- 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 builder or its employees, agents, or sub-contractors,
 - (ii) failure of anyone, other than the builder or its employees, agents, or sub-contractors, to comply with the Warranty requirements of the manufacturers of appliances, equipment, or fixtures,
 - (iii) alterations to the new home, including the conversion of the non-living space into living space or the conversion of the new home into two (2) or more units, by anyone other than the builder or its employees, agents, or sub-contractors while undertaking their obligations under the sales contract, and,
 - (iv) changes to the grading of the ground by anyone other than the builder or its employees, agents, or sub-contractors;
- f) failure of an owner to take timely action to prevent or minimize loss or damage, including the failure to give prompt notice to London Guarantee 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 builder or its employees, agents, or sub-contractors;
- 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 in the underground water table which are not reasonably foreseeable by the 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 builder or its employees, agents, or sub-contractors;
- k) changes, alterations, or additions made to the new home by anyone after initial occupancy, except those performed by the builder or its employees, agents, or sub-contractors under the construction contract or sales agreement, or as required by *London Guarantee*;
- 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;
- o) landscaping, both hard and soft, including plants, fencing, detached patios, gazebos and similar structures;
- p) 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 the new home;

- q) any commercial use area and any construction associated with a commercial use area;
- r) roads, curbs, and lanes;
- s) site grading and surface drainage, except as required by the Building Code;
- t) the operation of municipal services, including sanitary and storm sewer;
- u) septic tanks or septic fields;
- v) the quality or quantity of water, either from a piped municipal water supply or from a well;
- w) 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;
- x) damage caused or made worse by the failure of an owner to take reasonable steps to mitigate any damage.