

Certified Resale Home — Home Warranty

Provided by
First Canadian Title Company Ltd.



Subject to the exclusions and limitations set out hereunder and under Your Home Inspection Report, Your Certified Resale Home includes a warranty to repair or replace one or more of the Covered Items below, up to an aggregate maximum of \$20,000, if the defect or malfunction occurs during the coverage period or was not identified and excluded by the Home Inspector as part of the Inspection Report. A claim under this warranty on certain Covered Items may be subject to a \$500 contribution on Your part, as further described in Section 4 (Other Conditions and Stipulations) below.

AGGREGATE MAXIMUM COVERAGE AMOUNT OF \$20,000 AVAILABLE FOR ALL COVERED ITEMS

Covered Items 1 through 4 are within the overall aggregate maximum coverage amount and you may make multiple claims on these Items provided the total sum paid under this warranty for its duration does not exceed \$20,000. Covered items 1 through 4 have no individual cap.

Covered Items 5 through 6 are also within the overall aggregate maximum coverage amount but have their own claim caps under this warranty. Item 5 (Swimming Pool Equipment) coverage is limited to \$1,500 and Item 6 (Septic Tank System) coverage is limited to \$1,000.

Example 1: if a \$20,000 claim is made for one Item from 1 through 4 then You have reached the cap and cannot make a claim for any other Covered Items. If however You claim the maximum available for Covered Items 5 and 6 then \$17,500 would still be available under the warranty to make a claim for Covered Items 1 through 4.

Example 2: if You claim \$8,500 for a roof repair and \$1,000 for swimming pool equipment repair, You would have \$10,500 still available, although You would only have \$500 for any further claim related to the swimming pool equipment because that is subject to its own claim cap (set out above).

Example 3: if a claim for \$3,000 is made for the Swimming Pool Equipment (Item 5) then only \$1,500 would be payable and no further claims for Item 5 could be made under this warranty. \$18,500 would still be available under this warranty for claims on the remaining Covered Items.

1 Definition of Terms

The following terms when used in this document mean:

- ▶ **"Company"**: First Canadian Title Company Limited
- ▶ **"Covered Items"**: the four major systems of Your Home covered by the standard warranty: heating; cooling; roof and foundation, together with swimming pool equipment and septic tank system (each referred to as "Item") if these optional coverages are purchased, subject to the limitations and exclusions hereunder
- ▶ **"Certified Resale Home"**: the service provided by the Company comprising a pre-listing home inspection, the Inspection Report and the applicable warranty coverage

- ▶ **"Home"**: the building referred to in the Inspection Report
- ▶ **"Home Inspector"**: the individual who inspected the Home who is participating in the Company's program and who provided the Inspection Report
- ▶ **"Inspection Report"**: the report that was completed by the Home Inspector at the conclusion of the inspection of the Home
- ▶ **"Terms and Conditions"**: the terms, conditions, limitations and exclusions set out in this warranty
- ▶ **"You/Your"**: the person who is on title to the Home

2 Coverage Conditions

A. Standard Coverage

1. Heating

Your warranty includes coverage for the repair or replacement of the major components of the systems used to heat Your Home as a result of significant failure, which includes only the following heating systems:

- ▶ Heat pumps (but not including heating via geothermal system types)
- ▶ Hot water boilers
- ▶ Gas, electrical or oil-fired forced-air furnaces
- ▶ Baseboard heaters (where they provide the main heating for the Home)

This coverage does not include:

- ▶ Combination hot water/heating systems

2. Cooling

Your warranty includes coverage for the repair or replacement of the major components of the systems used to cool Your Home as a result of significant failure, which includes only the following cooling systems:

- ▶ Central air conditioning systems (but not including cooling via geothermal system types or window units)
- ▶ Ductless (mini-split) systems

3. Roof

Your warranty includes coverage for the repair or replacement (in whole or part) of the roof and wall and ceiling finishes of the Home in the following circumstances:

- ▶ Leaks in the roof of the Home as long as leaks are caused by normal wear and tear and the roof was in good, water-tight condition at the start of coverage as determined by the Home Inspector
- ▶ Leaks in the roof that cause damage to wall and ceiling finishes of the Home

This coverage does not include:

- ▶ Periodic preventative maintenance
- ▶ Leaks from, in and/or surrounding skylights including flashing and any other components of those skylights or components securing any skylight on or to the roof. This does not limit coverage if the source of the leak is in the roof itself

4. Foundation

Your warranty includes coverage for the repair or replacement of the following issues that existed at the time of inspection of the Home and were not visible under normal conditions, or that arose subsequent to the inspection of the Home while the coverage remains in force:

- ▶ Coverage for significant foundation issues that immediately compromise the structural integrity of the Home, evidence of which may include, but is not limited to, bulging walls, large cracks in the foundation (particularly horizontal ones) and/or misalignment of doors and windows
- ▶ Leaks as a result of a crack in the foundation
- ▶ Repair or replacement of wall assemblies as a result of a foundation issue that immediately compromises the structural integrity of the Home

The coverage does not include any of the following:

- ▶ Any damage caused to contents (i.e. fixtures, furniture, flooring, etc) of the Home due to a foundation issue
- ▶ Damage to the perimeter foundation drainage system i.e. drain or weeping tile
- ▶ Damage caused by sewer backup
- ▶ Cosmetic repairs
- ▶ Chimneys

B. Optional Coverage

5. Swimming Pool Equipment

Your warranty includes coverage for the repair or replacement of the following components that may have had issues that existed at the time of inspection of the Home and were not visible under normal conditions, or that arose subsequent to the inspection of the Home while the coverage remains in force:

- ▶ Pump
- ▶ Timer
- ▶ Filter
- ▶ Valves
- ▶ Pool sweep motor and pump
- ▶ Pump motors
- ▶ Heating unit
- ▶ Above ground plumbing and electrical
- ▶ Salt water cell and circuit board (if applicable)

The coverage does not include any of the following:

- ▶ Above-ground pools*
- ▶ All cleaning equipment, liners, lights, structural defects, solar equipment
- ▶ Inaccessible components, jets, chlorinators
- ▶ Other water chemistry control equipment
- ▶ Ornamental fountains

** Being of a man-made rigid or semi-rigid structure, basin or receptacle for water whose framework is installed primarily above ground.*

6. Septic Tank System

Your warranty includes coverage for the repair or replacement of the following components that may have had issues that existed at the time of inspection of the Home and were not visible under normal conditions, or that arose subsequent to the inspection of the Home while the coverage remains in force:

- ▶ One-time pumping of tank if stoppage is caused due to septic tank backup
- ▶ Septic tank system – jet pump, aerobic pump, sewage ejector pump, septic tank and sewer line from house to septic tank
- ▶ Sewage ejector pump – all parts and components of sewage ejector pump not associated with the operation of a septic tank

The coverage does not include any of the following:

- ▶ Seepage pits
- ▶ Leach lines, leach beds, lateral lines, cleanout and pumping of septic tank (beyond one-time pumping caused by backup), basins and any costs associated with locating or gaining access to or closing access from the sewage ejector pump

3 Exclusions

The following matters are expressly excluded from the coverage of this warranty and the Company will not pay loss or damage, costs, legal fees or expenses, which arise by reason of:

- ▶ Repairs or replacements of Covered Items required as a result of missing parts, fire, flood, smoke, lightning, hail, freezing, earthquake, theft, storms, accidents, mud, war, riots, vandalism, improper installation, acts of God, damage from pests, lack of capacity, damage, misuse, abuse or mistreatment by the occupants of the Home
- ▶ Failure of Covered Items not due to normal wear and tear, including repairs or replacements required as a result of Your failure to undertake cleaning and routine maintenance
- ▶ Repairs or replacements required that are created, allowed or agreed to by You. This would include, but is not limited to renovations undertaken by You after the inspection of the Home i.e. excavation around the perimeter of the Home as part of a landscaping project that creates a foundation issue or leak, structural alterations that involve the roof or relocation of heating and cooling systems etc. These examples illustrate the shift from an agreed upon risk profile of the Items at the time of the Inspection Report to circumstances that are materially different and therefore potentially of greater risk post inspection
- ▶ Cosmetic defects
- ▶ Consequential, incidental and/or secondary damage or loss resulting from the malfunction of any Covered Item, including, but not limited to, personal and/or property damage, additional living expenses, utility bills or loss of income
- ▶ Periodic maintenance of a roof
- ▶ Any damage caused to contents of the Home and/or cosmetic repairs
- ▶ Any Home which is not a single family residential property or containing more than two (2) dwelling units
- ▶ Any condominiums
- ▶ Repairs arising from a manufacturer's recall of Covered Items, manufacturer's defects or for items covered under an existing manufacturer's, distributor's or in-home warranty. The Covered Items must be domestic or commercial grade and specified by the manufacturer for residential use
- ▶ New systems or additions to the Home made after completion of the Inspection Report
- ▶ Repairs or replacements necessitated by hazardous or toxic materials, including mold, mildew, bio-organic growth, rot, fungus or pest damage
- ▶ Buildings on the property that are not attached to the Home

4 Other Conditions and Stipulations

- ▶ Any claim made by You for repairs or replacement related to the heating or cooling system, the swimming pool equipment or septic tank system may be subject to a \$500 contribution on Your part. The intent is to ensure that the Company is covering a significant repair or replacement. In other words, You will be responsible for repairs or replacement of these Items if the total cost at any one time is \$500. For example, if the furnace breaks down and the ignition switch needs replacing at a total cost of \$350 (inclusive of parts, labour and tax), then that would be Your responsibility, not that of the Company. But if the cost came to \$750 then the Company would be responsible for the full amount.

Costs to diagnose or prepare quotes related to an issue or issues shall not be included as part of the total cost. In other words, if the total cost is \$350 (as per the example above) but there is a charge for diagnostics and quote preparation that is \$150, You will still be responsible for the full \$500.

- ▶ The Company will determine whether a Covered Item will be repaired or replaced. In the event a Covered Item is being replaced, the replacement materials will be of similar features, efficiency and capacity as the Covered Item in the Home as described in the Inspection Report.
- ▶ If You have other coverage through a manufacturer, distributor, builder in the nature of warranties or any contracts of insurance for the Covered Items noted hereunder, You will first obtain coverage under those warranties or contracts of insurance prior to making a claim with the Company and You shall provide proof of doing so.
- ▶ The Company will not cover routine maintenance. You are responsible for cleaning and routine maintenance as specified by the manufacturer of the Covered Items.
- ▶ You are only covered for the Items noted on your Inspection Report.

5 Timing and Duration of Warranty

Your warranty begins on the day the Home is inspected and remains in force for eighteen (18) months. You must notify the Company of any claim during the duration of this warranty.

6 How to Make a Claim

- ▶ A claim must be received prior to the expiry of the eighteen (18) month period or You will have no coverage available under this warranty.
- ▶ You must notify the Company promptly of any claim and obtain the Company's approval before any repairs or replacement are commenced. The Company acknowledges that it will not always be possible to obtain approval, particularly in urgent circumstances that may require immediate resolution outside normal business hours - including, but not limited to a persistent roof leak or non-working furnace in winter. Outside of urgent situations however You must adhere to the claims process set out herein. Failure to do so could prejudice your claim, including You having no coverage for unauthorized repairs. Please call **1.866.515.5516** or visit **www.FCT.ca** to request claim forms.
- ▶ You must obtain at least two (2) quotes for the costs of repair and/or replacement of the Covered Item from reputable contractors that outlines the nature of the problem, whether repair or replacement is necessary and the total cost. The Company will usually pick between the quotes but does reserve the right to request further assessment of the issue, including additional quotes.
- ▶ Based on the nature of the claim, the Company may require a claims adjudicator/adjuster to assess the Item related to the claim at Your Home.
- ▶ The Company will determine whether the approved claim will be paid by the Company to the contractor who completes the repair or replacement or directly to You. The payment will be limited to reasonable and customary charges for the repair or replacement.
- ▶ You will be required to sign a release prior to the Company making a payment to You on a claim under this warranty.
- ▶ You will be required to pay the contribution (if applicable) or any costs that exceed the aggregate maximum coverage amount, if applicable, as set out above.
- ▶ The repair or replacement must be completed within thirty (30) days of the Company's approval to make the repair and/or replacement.
- ▶ The Company reserves the right to require proof that the repair or replacement has been completed.
- ▶ The Company reserves the right to use the information gathered during the claims process for the purpose of investigating and administering claims, to assess the issues associated with this warranty, to develop, enhance, market or provide products and services and to meet legal and regulatory requirements.

7 Notices

All notices required to be given to the Company and any statement in writing required to be furnished to the Company shall be addressed to:

First Canadian Title Company Limited

Attn: Vice-President, Legal

2235 Sheridan Garden Drive, Oakville ON L6J 7Y5

8 Determination, Extent of, and Limitation of Liability

- ▶ This warranty is the entire warranty and contract between the Company and You. In interpreting any provision hereunder, this warranty will be construed as a whole.
- ▶ Any claim of loss or damage by You against the Company, whether or not based in negligence, and which arises out of Your use of the Certified Resale Home service shall be restricted to this warranty.
- ▶ The liability of the Company shall not exceed the amounts applicable to each Covered Item or the aggregate maximum coverage amount set out on the first page of this warranty.
- ▶ The Company will not be liable for any loss or damage to You for any liability You voluntarily assume in settling any claim or suit without the prior written consent of the Company.
- ▶ If the Company is prejudiced by Your failure to provide any information required with respect to the claim, our obligation to You will cease.
- ▶ Your rights as a warranty holder and payments to You may be affected by the administration and enforcement of economic embargoes and trade sanctions applicable to You under the Company's compliance with the Office of Foreign Assets Control (OFAC) of the US Department of Treasury and the Office of the Superintendent of Financial Institutions (OSFI). If the Company determines that You are on a prohibited list or are connected to a sanctioned country, entity or individual, or a prohibited activity as designated by the relevant OFAC and OSFI directives, the Company may be required to stop payment of any funds to You, or cancel this warranty coverage.
- ▶ Any payments made by the Company under this warranty shall reduce the aggregate maximum coverage amount of the warranty accordingly.

9 Entire Agreement

This Warranty Coverage Document, as amended from time to time, shall constitute the entire agreement between the parties with respect to the subject matter of this warranty and cancels and supersedes any other understandings and agreements between the parties with respect to such subject matter, whether written or oral, and whether made prior to or during the term of this warranty. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set out in this warranty.

10 Waivers

No waiver of any right or obligation or any remedy for breach of any provision of this Warranty Coverage Document will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific right, obligation or breach waived. The failure of any party at any time to require performance by the other party of any provision of this Warranty Coverage Document will not affect in any way the full right to require such performance at any subsequent time; nor will a waiver by any party of a breach of any provision of this Warranty Coverage Document be taken or held to be a waiver of the provision itself.