

Home Repair Assure Plan Endorsement

This endorsement is attached to and forms part of Your policy. Please read it carefully.

Words and phrases beginning with upper case letters have special meanings as defined in section [3] Definitions.

Refer to all sections of this endorsement, including the Specific Product Coverage and the Specific Exclusion sections.

Important:

1. This endorsement only provides coverage in order to restore a Product covered and described herein to operational use and is limited to providing Components, materials, and labor to repair the Product subject to the terms and conditions stated herein. In no event will this endorsement provide coverage for incidental, consequential or resultant loss or damage due to a Product failure.
2. No claim occurring during the waiting period is covered by this endorsement. We can assist You in obtaining service(s) but any payment for the furnishing of such service(s) will be solely Your responsibility.

The waiting period begins on the effective date this endorsement was originally added to Your policy for the first time and ends at 12:01 am on the 46th day following such effective date.

This Home Repair Assure Plan Endorsement form contains a clause that may limit the amount payable.

In consideration of the Insured (as "Insured" is defined in the Certificate of Property Insurance) named on the Certificate of Property Insurance included with Your Policy having paid or agreed to pay Us the premium for this insurance, and subject to the terms and conditions hereof, We agree to indemnify the Insured for any loss sustained in accordance with the provisions of this form.

If the words "Home Repair Assure Plan Endorsement" appear in the Certificate of Property Insurance, the insurance provided by

- I) Section I - Property Coverages, Coverage A – Dwelling Building or Dwelling and Improvements and Betterments, or
- II) Section I - Property Coverages, Coverage C – Personal Property, Unit Improvements or Betterments

is extended to provide the coverage set out in this Home Repair Assure Plan Endorsement subject to the limits of liability as stated hereunder for:

- (a) the Repair of the specific Products listed below while they are at the location specified on the Certificate of Property Insurance, and
- (b) Pest Removal and Security Assistance,

in accordance with the terms and conditions of this Home Repair Assure Plan Endorsement.

LIST OF SYSTEMS PRODUCTS

This Home Repair Assure Plan Endorsement covers the following Products once the Product Warranty, if any, has expired:

- i. Air Conditioning/Heat Pump;
- ii. Heating System/Built-In Wall Unit (principal source of heat for the Dwelling/Unit (as "Dwelling" is defined in the Certificate of Property Insurance).
- iii. Interior Plumbing;
- iv. Interior Electrical;
- v. Internal Gas Supply Lines;
- vi. Owned Water Heater (excluding tankless);and
- vii. Roofing.

SECURITY ASSISTANCE

We also provide Pest Removal and Security Assistance as described and limited herein.

By purchasing the Home Repair Assure Plan Endorsement You hereby agree that to the best of Your knowledge, all Products and Components covered under this endorsement are in good working condition and You have no immediate need for Pest Removal or Security Assistance, as of the Enrolment Date.

[1] INSURING AGREEMENT

In consideration of the payment of premium and subject to all the terms, conditions limitations and exclusions of this Home Repair Assure Plan Endorsement, We agree to provide coverage as stipulated herein.

This endorsement is between You and Us and coverage applies to the Repair of Products and their Components designated in the List of systems products; and for Pest Removal and Security Assistance.

[2] ELIGIBILITY

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This Home Repair Assure Plan Endorsement applies only to the covered Products related to the Dwelling/Unit specified on the Certificate of Property Insurance, and detached private structures. You remain eligible for coverage as long as Your Policy is in force and current and this Home Repair Assure Plan Endorsement has not been cancelled by You or Us.

We will Repair covered Products, in accordance with the terms and conditions of this endorsement as long as they are:

- a) located within the confines of the main foundation of the Dwelling/Unit described in the Certificate of Property Insurance occupied by the Insured (except central air conditioner);

- b) located within the confines of the main foundation of the detached private structures located on the Premises that
 - (i) are occupied residences; or
 - (ii) have electrical and plumbing systems and/or are centrally heated.
- c) in place and in proper working order on the Enrollment Date; and
- d) properly installed for access and diagnosis throughout the term of coverage.

In addition We provide the following services for Pest Removal and Security Assistance related to the Dwelling/Unit and detached private structures (hereinafter "**Assistance Services**") as follows:

- a) Pest Removal is provided when in Our sole opinion Pest(s) are infesting the interior of the Dwelling/Unit and/or a detached private structure.
- b) Security Assistance is provided when in Our sole opinion any loss or damage to Your Dwelling/Unit or detached private structures creates an increase in security risk.

You are deemed to have read and accepted the terms and conditions of this Home Repair Assure Plan Endorsement.

[3] DEFINITIONS

The following expressions are defined as follows:

"Authorized Service Centre(s)" means the repair facility designated by Us, which You are required to use for repair services.

"Certificate of Property Insurance" means the certificate of insurance that forms part of Your homeowners policy which summarizes the insurance coverage You have selected on Your Dwelling/Unit and the premiums, limits, amounts and deductibles that apply. In Quebec, it is the Coverage summary page. Among other things, the Certificate of Property Insurance also identifies the policyholder, the Dwelling/Unit address, the policy term and any endorsements that apply under Your policy.

"Component(s)" means the mechanical or electrical part(s) or subassembly and/or section of a Product covered under the provisions of this Home Repair Assure Plan Endorsement.

"Emergency" means sudden and unforeseen damage due to the failure or breakdown of covered Products which immediately:

- a) exposes You to a health risk; or
- b) creates an immediate risk of loss of or damage to Your Dwelling/Unit or detached private structure; or
- c) makes the Dwelling/Unit uninhabitable.

"Enrollment Date" means the date You enrolled into this Home Repair Assure Plan Endorsement as shown in the Certificate of Property Insurance.

"Home Repair Assure Plan Endorsement" means this document or documents issued to You evidencing coverage and describing the terms, conditions, limits of coverage, exclusions and service fee.

"Product Warranty" means the written warranty provided by the manufacturer or any extended warranty on Products.

"Occurrence" means any one claim for repair of a covered Product or any one claim for service covered under Pest Removal and Security Assistance

"Pest(s)" means squirrels, chipmunks, mice or rats, excluding white rats.

"Pest Removal" means the removal Pest(s) located within Your Dwelling/Unit or detached private structures.

"Product" means each Product as listed in this Home Repair Assure Plan Endorsement under section entitled "List of System Products", provided they are each located within the living area of Your Dwelling/Unit.

"Repair" means the temporary fixing or repair of the Component or Product that caused You to report an Occurrence to Us and may include the replacement of a Component or part in order to temporary fix or repair the Component or Product.

"Security Assistance" means the security assistance service(s) we provide to You including the temporary enclosure or sealing of broken windows or doors, security personnel or other measures We deem necessary to secure Your Dwelling/Unit or detached private structures.

"Technician" means a repair person affiliated with, or employed by, an Authorized Service Centre who will perform the Repair services.

"We", "Us" and "Our" means the Insurer.

[4] WHO TO CALL IF YOU HAVE ANY QUESTIONS OR NEED ASSISTANCE

Contact Our administrator at **(1 833 317-4179)** and they will answer Your questions.

YOUR RESPONSIBILITIES IF YOU NEED COVERED SERVICES

In the event there is an Occurrence, please contact Us at **(1 833 317-4179)**. We will designate an Authorized Service Centre to perform covered services. We will not reimburse You for any service performed without Our prior authorization. Unauthorized services or repairs are not covered under this Home Repair Assure Plan Endorsement.

IN CASE OF EMERGENCY

In case of an Emergency, or if You suspect there is a gas leak, call the gas company's local office first. If You smell gas, leave the Dwelling/Unit immediately and call the gas company from outside the Dwelling. If Your gas company representative determines that there is a problem with Your covered gas water heater or gas heating system, they will tag the leak. Once the gas company has tagged the location of the leak, call Us to arrange for service under this Home Repair Assure Plan Endorsement. After the Repair has been completed, it is Your responsibility to contact the gas company to restore the gas supply.

[5] SERVICE CALL

After You have notified Us that service is required, We will contact an Authorized Service Centre, as well as provide You with the name(s) and telephone number(s) of the Authorized Service Centre.

Our customer service representatives are available 24 hours a day, 365 days a year. We will dispatch a Technician to schedule an appointment within a reasonable time frame during regular business hours. Regular business hours are Monday to Friday, 8:00 a.m. to 5:00 p.m., excluding national and provincial holidays. If there is an Emergency, special efforts will be made to expedite and arrange service on weekends, holidays and during evening hours. You may be responsible for additional costs (including overtime) for non Emergency services performed at Your request outside of regular business hours.

[6] DEDUCTIBLE

This is the part of any Occurrence for which You are responsible to pay. Your deductible is indicated on the Certificate of Property Insurance. You will be responsible to pay the deductible for each service call per Occurrence.

[7] LIMITS OF LIABILITY

Maximum Payable

We will pay the cost of covered parts, labour and the services up to a maximum of two thousand dollars (\$2,000) per covered Occurrence.

You will not receive double recovery for the same repair and any other repair obligations and/or repair guarantees, if any, will apply first.

Materials and Parts

We reserve the right to select the materials and/or parts to be used in the Repair and Assistance Service. We also reserve the right to determine whether to repair any covered Components or replace the parts of any covered Components and to not use certain manufacturers and/or their Product parts.

If the Repairs or Assistant Services are denied by Us under the terms, conditions or exclusions of this Home Repair Assure Plan Endorsement, You are responsible for

all service costs incurred, as set out below in section entitled "Restrictions on Product Repair".

Aggregate Limit

The maximum amount We will pay in any policy period for any and all Repair and/or Assistance Services is five thousand dollars (\$5,000).

Restrictions on Product Repair

- 1) The following restriction applies when Product Components are deemed by Us to be not available or the Product is determined by Us to be not repairable:
 - a) If You choose at Your own expense to replace the unrepaired covered Product with a brand new Product, we automatically extend coverage under this Home Repair Assure Plan Endorsement to Your new Product upon receipt of proof of purchase and its installation in Your Dwelling/Unit.
 - b) We will not upgrade any covered Product. If additional costs are incurred in order to comply with local, provincial, or federal law, including but not limited to current zoning, building or other codes or regulations, We shall not be responsible for that additional expense.

If, for any reason, We deem that a covered Product cannot be repaired, then coverage for the affected Product will cease.

[8] MANUFACTURER'S WARRANTY

During the manufacturer's warranty period, the manufacturer is responsible for Products and Components covered under their express or implied warranties. We will pay for Repair expenses not covered by the Product's written manufacturer's warranties which are covered by this endorsement.

[9] HOLD HARMLESS

You understand the Authorized Service Centre technicians hired are independent contractors and are not Our employees. You agree to release Us from any and all liability when there is damage to Dwelling/Unit or detached private structure or injury to any person which is not due to Our fault or negligence. We are not responsible for the contractual arrangements between You and any service provider, and/or for paying for the work or service provided.

[10] DELAYS and UNSAFE CONDITION

We will not be responsible for delays beyond Our reasonable control. In the case of an unsafe condition at Your Dwelling/Unit, which will be determined solely by Us, We will not be required to provide service under this Home Repair Assure Plan Endorsement until the unsafe condition is corrected.

[11] HAZARDOUS MATERIALS

Services involving hazardous or toxic materials, asbestos, lead or the disposal of refrigerants or contaminants are not covered under this Home Repair Assure Plan Endorsement.

[12] SPECIFIC PRODUCT COVERAGE

We will cover You for the following listed causes of loss and Components. We shall provide all Components, materials, and labor to Repair the covered Product subject to the limits of coverage stated under Section 7, Limits of Liability.

(a) SYSTEMS PRODUCTS

(i) Heating System/ Built-in Wall Unit (if main source of heat to Dwelling/Unit) Coverage

All Components and parts necessary for the operation of all permanently installed systems, air exchangers, or oil storage tanks located inside the Dwelling/Unit only. Coverage is provided for one (1) standard residential heating system up to 150,000 BTU input, or one air handler with up to 25 kW resistance heat, or one boiler up to 400,000 BTU input (as listed on nameplate).

(ii) Air Conditioning and/or Heat Pump System Coverage

All Components and parts that affect the cooling operation of the Product which provide airflow through central ductwork, including evaporative cooler. Covers one (1) standard residential-type cooling system and the cooling and/or heating functions of the outdoor unit and interior air handler, which can be comprised of one (1) standard residential condensing unit or one (1) heat pump

condensing unit (for an outdoor unit) up to 5 tons single phase, 240 volts; and one (1) air handler and associated parts (for an indoor unit).

(iii) Plumbing System Coverage

Leaks and breaks in water, drain, gas, waste or vent lines, toilet tanks, bowls, toilet wax rings, seals, and mechanisms (builder's standard is used when a repair of a Component is necessary) Leaks and breaks in valves for shower, tub and diverter, angle stops, risers and gate valves; permanently installed sump pumps (ground water only), built-in bathtub whirlpool motor or pump assemblies.

(iv) Interior Electrical System Coverage

All Components and parts, including interior wiring, electrical panels, switches, outlets, receptacles and built-in exhaust fans.

(v) Owned Water Heater (gas or electric) Coverage

All Components and parts that affect the operation of the Product, including circulating pumps.

(vi) Internal Gas Supply Line Coverage

Leaks and breaks in gas lines or valves inside the Dwelling/Unit supplying equipment or appliances but excludes gas lines, valves or attached equipment that is part of an appliance or equipment supplied by such gas lines. A leaking internal gas supply pipe from Your gas meter up to any appliance.

(vii) Roofing Coverage

Leaks or damage to a particular section of Your roof, including wear and tear, that is allowing the ingress of water inside the Dwelling/Unit or detached private structures. If the damage affects more than five percent (5%) of the entire roof surface, We shall arrange for tarpaulins necessary to cover the leak for a period of no more than ninety (90) days through an Authorized Service Centre.

(b) SECURITY ASSISTANCE

We will provide the following through an Authorized Service Centre in order to assist in making Your Dwelling/Unit secure by installing temporary materials that will help prevent further damage to the Dwelling/Unit:

- i. the boarding up of broken windows and doors;
- ii. similar assistance that will help prevent further damage to Your Dwelling/Unit or its contents.

This is a temporary assistance and will only be provided so that You may get the damaged items repaired.

(c) PEST REMOVAL

We will provide Pest Removal Assistance Services through an Authorized Service Centre for the removal of Pest(s) from inside the Dwelling/Unit and detached private structures.

[13] SPECIFIC EXCLUSIONS

The following exclusions apply to the covered Product described and We shall not be liable for any loss or damage involving or related to the covered Product or Component, or event described under each Product below.

(a) SYSTEMS PRODUCT EXCLUSIONS

(i) Plumbing System Exclusions

Stoppages, collapse of, or damage to water, drain, gas waste or vent line caused by freezing or root damage. Faucets and fixtures, bathtubs and showers, shower enclosures and base pans, sinks, septic tanks, water softeners, pressure regulators. Damage to the plumbing system caused by inadequate or excessive water pressure. Flow restrictions in fresh water lines caused by corrosion or chemical deposits. All other damage to sewage ejector pumps, holding or storage tanks, saunas or steam rooms, hose bibs, lead drain lines or lead pipes.

(ii) Owned Water Heater (gas or electric) Exclusions

Tankless and solar water heaters and components; holding or storage tanks, noise, vents, flues, energy conservation unit, physical damage to

external covering, expansion tank, drain pan and piping, dip tube, pressure reducing valve, internal flue and baffle, tank, tempering valve, water piping or any failure related to corrosion or mineral deposits.

(iii) Air Conditioning and/or Heat Pump System Exclusions

Geothermal systems, condenser casings, electronic air cleaners, window units, non-ducted wall units, water towers, humidifiers, roof jack or stands, condensing or evaporative cooler pads, flues, vents, improperly sized air conditioning unit, chillers, clogged drains or lines, condensation leaks, field wiring, refrigerant tubing, hanging units, field piping and any fee incurred for the lowering of or the elevation of a rooftop unit.

(iv) Heating System/ Built-in Wall Unit (if main source of heat to Dwelling/Unit) Exclusions

Any portable heating unit, solar heating systems, fireplaces and key valves, heat lamps, chimney, flues, vents, improperly sized heating system, air cleaners, field wiring, fire box, flue baffle, heat transfer modules, heating jacket and trim, insulation, water piping, zone valves/dampers, any fee incurred for the lowering of or the elevation of a rooftop unit, gas piping upstream of shut-off valve, glycol solution or glycol units.

(v) Internal Gas Supply Line Exclusions

Appliance and private well gas lines or gas lines not supplied by a utility.

(vi) Roofing Exclusions

Entire or major sections of the roof that requires Repair or replacement, cosmetic damage and/or damages which do not cause a leak or ingress of water inside the Dwelling/Unit.

(b) SECURITY ASSISTANCE EXCLUSIONS

- i. Assistance on items that do not involve building security or water ingress issues; and
- ii. Assistance from Us will cease after ninety (90) days should You not have the damaged item fully repaired.

[14] GENERAL EXCLUSIONS

We shall not be liable for any loss, damage or costs arising directly or indirectly from:

- (a) pre-existing Product or Component defects or deficiencies in existence. This applies to the Dwelling/Unit at which You first enrolled in the Plan or any subsequent Dwelling/Unit to which You transfer Your coverage;
- (b) access to or closing covered Products;
- (c) the restoration of any wall coverings, floor coverings, cabinets, counter tops, tiling, paint, or for the repair of any structural or cosmetic defects;

- (d) Products or Components that are covered by a third party warranty, including without limitation a manufacturer, contractor, builder or installer;
- (e) any bodily injury or property damage arising from any work or repairs made by an Authorized Service Centre's trade professionals;
- (f) items deemed to be an accessory in nature such as: hinges, handles, light bulbs, grates, heating and/or air conditioning registers, grills, racks, knobs, dials, buttons, caps, interior linings, venting, timers, clocks, remote controls, unless the item affects the safe operation of the Product;
- (g) the lack of preventative maintenance, as specified by the manufacturer of the Product. Before repair You may be required to provide proof of maintenance;
- (h) electronic, computerized or energy management systems or devices, lighting and appliance management systems, such as "smart" systems;
- (i) defects which are subject to a manufacturer's or distributor's recall, class action suit, or which are covered under a Product Warranty, distributor's or builder's program of reimbursement;
- (j) service, maintenance or repair necessitated by any loss or damage resulting from any cause other than normal usage;
- (k) chemical, sand or sedimentary build-up, misuse, abuse, failure to clean or maintain the Product, failure to clear or maintain drains, vents, traps, filters, insect infestation, missing parts, building structural change, electrical failure, solar flare or surge, negligence, pet, insect, vermin or pest damage (except as covered herein), or any other peril which is not considered loss or damage by normal use;
- (l) altered, adjusted, modified or repaired Products or Components except when performed by a licensed, authorized and qualified repair or maintenance servicer;
- (m) work performed by unlicensed or unqualified individuals;
- (n) any delay in Repairs due to strikes, lockouts, weather, inability to obtain replacement parts, or any other conditions beyond Our control and related injuries, illnesses, damages or inconvenience;
- (o) upgrades or for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment;
- (p) matching dimensions, brand or colour;
- (q) inadequacy or lack of capacity, improper installation, previous repair, design, or any modification to the system, unless performed by Us under the terms and conditions of this Home Repair Assure Plan Endorsement.

All other terms and conditions of the policy remain unchanged.