



Making a claim when you own a condo unit that is part of a condominium corporation can be complex because there are multiple parties involved: you, the corporation itself, and the owners of other units that may be affected. Each party may have their own policy, most likely with a different insurer and with different policy wordings. As every condo claim is unique, your adjuster will advise you of the claims process to follow.

The First Steps

After you report your loss, your adjuster will need the following information:

- Whether other units or common property have been affected.
- Whether damaged property was part of the original construction of the unit. (See Original Construction under [Terms You Need to Know](#)).
- If your condominium property manager is aware of the loss and has filed an insurance claim against the corporation's policy.

In most cases, a copy of your condominium bylaws and the Declaration Page of the corporation's insurance policy are also required. It is important that every insurance policy available be explored for coverage in relation to the loss.

Selected Policy Considerations

Your Condominium Unit Owner Policy is a comprehensive package that provides limited coverage for damage to your unit improvements, your personal property, additional living expenses you may incur and rental income loss.

The following coverages are particularly important:

- **Condo Unit Owners Loss Assessment Coverage:** "We" will pay for an additional amount of up to 250% of the Amount of Insurance on Coverage C - Personal Property for "your" share of any special assessment if:
 - (i) the assessment is valid under the governing rules of the "Condominium Corporation"; and
 - (ii) it is made necessary by a direct loss to the collectively owned condominium property caused by an Insured Peril "you" are covered for in "your" Condominium policy.
- **Condo Additional Coverage:** If "you" are a condominium unit owner and a Condominium Additional Coverage Amount of Insurance is indicated in the Declarations, "we" insure "your" unit, excluding "your" improvements to it, if the "Condominium Corporation" has no insurance; or its insurance is inadequate or is not effective. Inadequate includes a deductible in the "Condominium Corporation" property insurance policy, but only where the "Condominium Corporation's" governing rules specifically permit it to place the responsibility for any portion of the Master Policy Deductible on an individual unit owner.

Terms You Need to Know

These are terms often used with reference to condominium policies and claims:

Common Property

Property and/or space shared by all members of the corporation, such as the lobby, the elevators, common hallways and the exterior of the building.

Original Construction

Fixtures that were installed at the time the condominium was built would be considered original to the building, such as wall coverings and flooring, plumbing and electrical. The Condominium Property Act requires the corporation to maintain insurance on common property, common assets and buildings shown on the original plan, and fixtures built or installed as part of the original construction.

Deductibles

The insurance policy carried by the condominium corporation will have a deductible that applies to the covered loss. Water damage often has a separate deductible, which may be very high. Where the bylaws and the Condominium Property Act permit, the corporation may be able to assess an individual unit owner for the deductible. You may even be assessed in a situation where you are not negligent or legally liable for the damages.

Unit Owner Improvements

We insure improvements to the unit made by you or acquired by you at your expense, subject to the policy limitations and conditions. If you or the previous owner have upgraded the flooring or the kitchen cabinets since the building was constructed, the upgraded value would be considered improvements.

Frequently Asked Questions

A pipe burst in my unit and caused water damage to the unit below. Who will pay for the damages?

If this is a covered loss, damage to your personal property or improvements will be covered under your policy. Damage to the original construction in your unit and to the unit below should be covered by the condominium policy. Damage to contents and improvements in the unit below and their additional living expense costs are usually covered by the unit owner's policy. In some circumstances, you may be assessed the condominium's deductible which is also covered under your policy limit.

My washing machine hose came loose and I had no damage in my unit, but the unit below was damaged. The corporation wants me to arrange repairs. Am I obligated to do this?

No. Your policy does not respond to arrange repairs to someone else's unit; they should contact their own insurer. If the corporation arranges repairs and assesses you for the amount up to their insurance deductible, we will pay a valid assessment to the limit mentioned on your Declaration page.

I accidentally left the water running and the bathtub overflowed, causing water damage to the unit below. What will my policy cover?

In this case, you would likely be held legally liable for the damage.

- Your policy will pay for your contents, unit improvements and additional living expenses.
- It will also pay for an assessment of the condominium deductible that you may be required to pay to the limit on your Declaration Page. As you are a member, the corporation can only assess you up to the amount of the deductible.
- Under your Legal Liability coverage, we may pay for contents, unit improvements and additional living expenses of the unit below. These claims will usually be presented by their insurer, as we would not undertake repairs directly.

Customer Service Standards

We aim to provide excellent customer service.

- Same business day response for phone messages.
- Response within 5 business days for mail/ email communication.

Claim volumes do vary significantly with severe weather, affecting our response times. In these cases, your patience is appreciated.



This is general information only. It does not change your actual policy coverages. Your policy Terms, Conditions and the provisions of the Insurance Act govern.



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