



ENCON Group Inc.  
 500-1400 Blair Place  
 Ottawa, Ontario K1J 9B8  
 Telephone 613-786-2000  
 Facsimile 613-786-2001  
 Toll Free 800-267-6684  
 www.encon.ca

# Supplementary Questionnaire

## Delayed Opening Coverage for Condominium Developments

(Please attach a copy of the applicant's Agreement of Purchase and Sale.)

Project: \_\_\_\_\_

Location: \_\_\_\_\_

1. Indemnity Period requested (this period must equal the original estimated construction period but not exceed 24 months): \_\_\_\_\_ months
2. Indicate the number of months for which the applicant developer has the option to extend the Tentative Closing Date in the Agreement of Purchase and Sale: \_\_\_\_\_ months
3. Scheduled Date of Completion: Identify each Phase of the Project as well as its Scheduled Date of Completion. The date indicated should be the earliest date on which the first unit in each phase shall receive an occupancy permit and be released for occupancy.

Phase	Description	Scheduled Date of Completion

**IMPORTANT NOTE:** The amount of insurance collectible for this coverage is limited to indemnity for delay in completion *only* of units for which an Agreement of Purchase and Sale has been signed at the time of loss or damage to each phase of the project, and *only* for delay beyond the Scheduled Date of Completion as shown. These dates may be subject to change during the course of construction. It is incumbent upon the applicant to notify the broker and insurer of such changes so that necessary adjustments can be effected to this insurance to make coverage track with the amended Scheduled Date of Completion for each phase.

4. Calculation of the Limit of Liability

The following should be taken into account when calculating the amounts of insurance:

I (a) Occupancy Fee/Rent

The insurance provided applies only to delay in completion of units that have been sold or leased (agreement in place) at the time of loss or damage to the project. If a purchaser cancels an Agreement of Purchase and Sale due to loss or damage covered by the Builders Risk Policy, or there is a delay in construction due to loss or damage insured by the Builders Risk Policy, the applicant will incur financial losses including:

- loss of interest income that would have been realized from the sale proceeds
- common expenses to which that purchaser would have contributed
- rent from tenants
- in addition, the applicant is required to pay additional interest to purchasers on their deposits

There is no coverage provided for loss of profits from the sale of units as profits will eventually be realized once the unit is repaired or replaced and available for sale again.

(i) Interest income that would be receivable from purchasers in respect of the unpaid balance of the Purchase Price due to cancellation/delay: \_\_\_\_\_

(ii) Premium for the extension of the Construction Warranty Bond (such as the Tarion Bond in Ontario): \_\_\_\_\_

(iii) Common expense contributions: \_\_\_\_\_

(iv) Money receivable from tenants for parking facilities, leases, and for custodial services: \_\_\_\_\_

Subtotal for Insuring Agreement I (a): \_\_\_\_\_

I (b) The interest rate that applies to interest that would have been received and interest payable is the "Prescribed Rate" – the rate the Bank of Canada reports as the chartered bank administered interest rate for a conventional one year mortgage. The rate used is the rate in effect as at the date the loss or damage occurred.

(Note: This part of the coverage is subject to 80% co-insurance, i.e. the applicant must insure to at least 80% of the interest or shall become a co-insurer.)

Subtotal for Insuring Agreement I (b): \_\_\_\_\_

\*All amounts listed above should be estimates for the Indemnity Period requested.

Name of person completing this form: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_