

# Non-Drained Exterior Wall Exclusion

## **ENDORSEMENT NO. 3 TO PRO-DEMUNITY POLICY 1, 2, 3 and 4**

### *MODIFICATION TO EXCLUSIONS*

Notwithstanding PART III Exclusion 1 s) of Policies No. 1, 2 and 3 or PART III Exclusion 1 r) of Policy No. 4, the following will apply to designs commenced, [selected, approved or accepted](#) by YOU on or after [April 1, 2017](#).

THE INSURER will not cover YOU, pay DAMAGES, provide YOU with a defence or make supplementary payments for CLAIMS arising out of:

Any CLAIM made against YOU, directly or indirectly arising out of or related to ingress of precipitation, resulting from, or in connection with YOUR design, selection, [approval or acceptance](#) of an exterior above-grade wall system.

This exclusion shall not apply to:

- i) Exterior above-grade walls or wall assemblies designed [and constructed](#) according to rainscreen principles that include both Primary and Secondary Planes of Protection (water barriers), provision for drying of the assembly, and an air space no less than 10mm deep behind the cladding with positive drainage to the exterior to protect the interior of the building from precipitation that penetrates the Primary Plane of Protection,
- ii) Windows designed [and constructed](#) according to rainscreen principles, inserted into a wall where they are fully supported at the perimeter, where all the components are specified and used in conformity with the structural and installation parameters of the relevant Canadian Standards Association (CSA) and Canadian Government Specifications Board (CGSB) documents, or other standards referenced in the applicable building code,
- iii) Solid masonry or concrete walls where drying of the masonry or concrete is not adversely affected by any other exterior building material,
- iv) Precast Concrete walls designed [and constructed](#) as drained systems utilizing two stage drained joints,
- v) Glass and metal Curtain Wall systems that incorporate both Primary and Secondary Planes of Protection (water barriers) with provision for positive drainage to the exterior in a rainscreen design,
- vi) Window Wall systems used on projects classified under Part 9 of the Ontario Building Code that incorporate both Primary and Secondary Planes of Protection (water barriers) and ventilated air spaces with provision for positive drainage to the exterior in a rainscreen design,
- vii) Window Wall systems used on projects other than those classified under Part 9 of the Ontario Building Code that comply with the conditions as provided by the Window Wall Endorsement dated July 28, 2009 to this insurance,
- viii) Pre-Engineered buildings or siding systems incorporating both Primary and Secondary Planes of Protection (water barriers) and provision for drainage to the exterior in a rainscreen design.

*(continued overleaf)*

For the purposes of this exclusion:

- a) "Windows" or "Curtain Wall systems" shall not include "Window Wall systems";
- b) "Pre-Engineered buildings or siding systems" shall not include Exterior Insulation and Finish Systems (EIFS), Insulated Concrete Form (ICF) systems or "Window Wall systems";
- c) "Solid masonry or concrete walls" shall not include Insulated Concrete Form (ICF) systems; and
- d) Regardless of the building code classification of the project, "Primary and Secondary Planes of Protection" shall have the meaning given to "First and Second Planes of Protection" respectively by the Ontario Building Code 2006, 9.27.2.3 (1)(a), (1)(b) and (1)(c).

If THE INSURER alleges that by reason of this exclusion any actual or alleged losses, liabilities, damages, injuries and supplementary payments are not covered, the burden of proving the contrary shall be upon the NAMED INSURED.

*July 28, 2009*

*Updated April 1, 2012:*

*Policies Nos. 1, 2 and 3 dated April 1, 2012 refer to Exclusion 1r) instead of the previous 1s)*

*Policy No. 4 dated April 1, 2012 refers to Exclusion 1q) instead of the previous 1r)*

*Updated April 1, 2017*

***NOTE:***

The Non-Drained Exterior Wall Exclusions in Pro-Demnity Insurance Policies No. 1, 2, 3 and 4 for a design commenced by YOU on and after July 1, 2002, and the Non-Drained Exterior Wall Exclusion in Endorsement No. 2 (*Updated April 1, 2012*) under Pro-Demnity Insurance Policies No. 1, 2, 3 and 4 for a design commenced by YOU on and after January 1, 2010, which were in effect immediately prior to this modification of Endorsement No. 2 under Pro-Demnity Policies No. 1, 2, 3 and 4, continue to remain in full force and effect.