ULTIMATE
AUTOMOTIVE PROTECTION

Bronze Program
Vehicle Service Contract
Terms & Conditions

GLOBAL WARRANTY®
The ULTIMATE in driving protection

INTRODUCTION: Parties

The obligations arising out of this Vehicle Service Contract ("Agreement") are between the customer listed on the Registration Page ("Customer", "You" or "Your") and SAL Marketing Inc. ("SMI"). SMI has appointed Global Warranty ("Global") as the administrator of this Agreement. The obligations of SMI are underwritten by Industrial Alliance Pacific General Insurance Corporation.

PART ONE: Definitions

The following "Definitions" apply to the words and terms used in the Agreement and have the following stated meaning:

"Agreement" means and/or refers to this Global Warranty Vehicle Service Contract, which includes the Registration Page and the Terms & Conditions.

"Agreement Coverage Period" means and/or refers to the period where coverage is provided under the Agreement as set out in Section 2.3, and taking into account both the Term and the Kilometer Limit.

"Agreement Retail Price" means and/or refers to the sum payable by you for this Agreement, as listed on the Registration Page, not including applicable taxes.

"Authorized Repair Facility" means and/or refers to a licenced repair facility pre-approved by Global.

"Bronze" means and/or refers to the current Global Warranty Bronze program level as listed in PART THREE Covered Parts and Services.

"Claim" means and/or refers all covered costs of Mechanical Failure at time of Repair visit.

"Commercial Purposes" means and/or refers to any vehicle that a Customer uses to conduct business and/or is titled or registered to a business such as: courier/small package delivery, driving school, hearse, contracting, realtor, shuttle, limousine, ride sharing services, public hire, daily rental, delivery of large parcels or goods, fleet usage, livery, road repair operations, route work, taxi, security, farming/agriculture, forestry, hauling, landscaping, mining/oil field use, off-road use, service repair, snow plowing, towing and vehicle carrier and any other similar or related usage, as deemed solely by Global.

"Commercial Purposes–Light Duty" means and/or refers to any vehicle used for Commercial Purposes primarily used on public (paved) roadways.

"Commercial Purposes–Medium Duty" means and/or refers to any vehicle used for Commercial Purposes on public (paved) roadways, non-publicly maintained roadways and off-road environments.

"Commercial Purposes–Heavy Duty" means and/or refers to any vehicle used for Commercial Purposes and is primarily used on non-publicly maintained roadways and off-road environments.

"Conventional Oil" means and/or refers a petroleum-based motor oil including semi-synthetic oil which is a blend of synthetic and conventional oil and does not qualify as Full Synthetic Oil.

"Covered Parts" means and/or refers to the parts and/or Services described and listed in PART THREE of this Agreement.

"Covered Vehicle" means and/or refers to the vehicle, as described on the Registration Page, which is covered by this Agreement.

"Customer", **"You"** or **"Your"** means and/or refers to the customer described on the Registration Page who purchased or leased the Covered Vehicle, or the individual to whom this Agreement was properly transferred.

"Dealer" means and/or refers to the licenced (as applicable) seller of the Covered Vehicle, as identified on the Registration Page that sold this Agreement to the Customer.

"Deductible" means and/or refers to the first monetary portion, as listed on the Registration Page, that You are required to pay towards the repair cost due to Mechanical Failure. No Deductible will be required for Car Rental or Trip Interruption.

"Exclusions" means and/or refers to parts/Services/conditions as described in PART SIX and PART SEVEN that are not covered by this Agreement.

"Full Synthetic Oil" means and/or refers to a motor oil that uses a synthetic base stock rather than petroleum based.

"Global" means and/or refers to Global Warranty Corporation, or its successors.

"Kilometer Limit" means and/or refers to the maximum number of kilometers, as listed on the Registration Page, for which coverage will be provided for a Covered Vehicle under this Agreement.

"Limit of Liability" means and/or refers to the maximum amount of any coverage or Service of the Agreement, and shall include all applicable taxes.

"Maintenance Obligations" means and/or refers to PART FOUR of this Agreement.

"Manufacturer Warranty" means and/or refers to the full factory warranty or the Powertrain warranty as provided by the manufacturer of the Covered Vehicle.

"Mechanical Failure" means and/or refers to the inability of a Covered Part to perform the function for which it was originally designed under normal service.

"Original In-Service Date" means and/or refers to the date the factory brand new vehicle first went into service by the original owner.

"Reasonable Cost" means and/or refers to charges to Repair or replace Covered Parts including labour at prevailing labour rates at an Authorized Repair Facility and according to the Current Industry Labour Guide (Global uses Snap-On Shopkey) using new, OEM, rebuilt, remanufactured, and/or parts of like kind and quality, which may include serviceable used parts.

"Registration Page" means and/or refers to the first page of this Agreement, which lists pertinent information including, but not limited to, You, the Covered Vehicle and the coverage level selected.

"Repair" or **"Repairs"** means and/or refers to the fixing or replacement of Covered Parts relevant to Your Covered Vehicle.

"Retail Value" means and/or refers to the actual cash value as indicated in the current Canadian Black Book at the time of Your Repair visit.

"Services" means and/or refers to the services described and listed in PART THREE of this Agreement.

"Term" means and/or refers to the length of time this Agreement is in effect. The Term ends on the end date described on the Registration Page.

"Wear and Tear" means and/or refers to the gradual reduction of operating performance due to normal usage of a Covered Part as deemed only by Global.

"Zero Deductible" means and/or refers to an option under the Agreement, as selected by You, to have the Deductible waived.

PART TWO: Coverage Section

2.1 Subject to the provisions in this Agreement, Global agrees to cover the Reasonable Costs for authorized Repairs of Covered Parts which were caused by a Mechanical Failure.

2.2 Bronze coverage shall include the Covered Parts and Services listed in PART 3.1 to 3.11. Optional coverage shall include the Covered Parts and Services listed in PART 3.12 to 3.18.

2.3 The Agreement Coverage Period for Bronze is as follows:

a) The Agreement Coverage Period for Bronze shall begin on the date of sale or lease of the Covered Vehicle at the then current odometer reading, and shall end when the Covered Vehicle has reached the Kilometer Limit or the Term has expired, whichever occurs first;

b) The Agreement Coverage Period for Bronze can also be deferred at the time of sale or lease of the Covered Vehicle and shall commence when the manufacturer's powertrain warranty expires, as approved by Global, from time to time or as per the maximum eligibility allowed for the Coverage Level (as indicated on the Registration Page) selected at the time of sale or lease whichever occurs first, as approved by Global, from time to time.

2.4 LIMIT OF LIABILITY: The Limit of Liability for each individual Claim is the lesser of the Retail Value of the Covered Vehicle or the amount listed on the Registration Page. The maximum Limit of Liability of total Claims is the Retail Value of the Covered Vehicle.

PART THREE: Bronze Covered Parts and Services

3.1 ENGINE: ALL internally lubricated parts; engine block, cylinder heads, intake manifolds & plenums, exhaust manifolds, timing belt, cover, oil pan, valve covers, harmonic balancer & pulley, engine mounts, engine torque struts, dip stick & tube, oil pressure sending unit, temperature sending unit, engine oil filter housing, water pump, starter/solenoid, alternator/regulator and engine wiring harness.

3.2 TRANSMISSION:

a) **Automatic:** ALL internally lubricated parts: case, torque converter, vacuum modulator, oil pan, flex plate, dip stick & tube, transmission mounts, transmission cooler and lines, shift lever sub assembly and transmission wiring harness; and

b) **Standard:** ALL internally lubricated parts: case, flywheel, ring gear and mounts.

3.3 DIFFERENTIAL:

a) **Front Wheel Drive Vehicles (transaxle):** ALL internally lubricated parts: case, housing, cover, mounts and viscous coupler; or

b) **Rear Wheel Drive Vehicles (differential):** ALL internally lubricated parts: case, housing, cover, mounts and viscous coupler.

3.4 TRANSFER CASE (4X4 & AWD): ALL internally lubricated parts: case, housing, electronic and vacuum engagement components, cover and mounts.

3.5 AUXILIARY DIFFERENTIAL: ALL internally lubricated parts: case, housing, locking hubs, cover, mounts and viscous coupler.

3.6 TURBOCHARGER: ALL internal parts: housing, waste gate controller, intercooler, hard lines and bearings. Turbo engines must use turbo-rated oil.

3.7 SUPERCHARGER: ALL internal parts: housing, compressor, clutch, pulley, bearings, by-pass valve, intercooler and coolant pump.

3.8 SEALS AND GASKETS: ALL Seals/Gaskets used within the listed parts.

3.9 WEAR AND TEAR: ALL listed part failures caused by Wear and Tear of Your program level.

3.10 TRIP INTERRUPTION: Reimbursement shall be made up to $1,000 maximum for the Agreement Coverage Period with a $250 maximum per day for lodging, meals, bus or taxi, if You are more than 150 kilometers away from home (one way) and an Authorized Repair Centre cannot provide same day/emergency service covered under this Agreement. Valid receipts must be provided as Global may determine in their sole discretion.

3.11 CAR RENTAL: Reimbursement shall be made up to $350 maximum for the Term of this Agreement with a $70 maximum per day for Car Rental while Your Covered Vehicle is not available due to a covered Repair and the labour time allocated for the covered Repair, by a current Industry Labour Guide, exceeds 8 hours. A copy of a valid Car Rental Invoice must be submitted to Global at the time of the Claim for review and authorization of coverage.

3.12 AIR CONDITIONING (Front & Auxiliary) (Optional): Compressor, clutch assembly & pulley, condenser, evaporator, accumulator & receiver dryer, expansion valve, orifice tube, idler pulley & bearings, POA valve, high/ low pressure cut off switches, pressure cycling switches, temperature/climate control module(s), A/C hard lines, belt tensioner, oil & refrigerant (with covered Repair) and refrigerant lines.

3.13 DIESEL COMPONENTS (Optional): Fuel pumps, injection & distribution pumps, diesel exhaust fluid (DEF) tank, diesel exhaust fluid (DEF) heater, sending unit, fuel injectors, fuel rails, fuel hard lines, pressure regulator, vacuum pump, high pressure oil pump, high pressure injection pump, glow plugs, glow plug harness, glow plug controller, pump mounted driver module and diesel nitrogen oxygen (NOx) sensor.

3.14 ELECTRONIC HI-TECH (Optional): Heated steering wheel, heated seat components, remote engine start ECU (excluding remotes), "Homelink" wireless control module, windshield wiper rain sensing sensors, hands free/foot activated autolift tailgate sensors, air suspension compressor motor, lines & limiter valve, video display/LCD touch screen/monitor, GPS/navigation unit, radio head unit, DVD unit, climate control display unit and all other factory installed audio, video, GPS/ navigation equipment.

3.15 HYBRID COMPONENTS (Optional): Battery charger, electric motor, generators, high voltage cables, power controller, converter/inverter, hybrid battery, radiator, engine control unit (ECU) cooler, battery cooling chiller, battery control module, powertrain control module, battery cooling fan, battery charging inlet/port/ charge socket, cooling lines, hoses & tubes and battery temperature management system components.

3.16 LIFT KIT (Optional): Coverage for Mechanical Failure related to or caused by the modification or installation of a lift kit. For vehicles equipped with a 2 inch to 6 inch lift installed by a licensed facility.

3.17 COMMERCIAL USE VEHICLES (Optional): Coverage for Mechanical Failure on Vehicles which are used for Commercial Purposes–Light Duty, Commercial Purposes–Medium Duty, or Commercial Purposes–Heavy Duty as described in PART ONE: DEFINITIONS.

3.18 TEST DRIVE VEHICLE EXCHANGE (Optional): You shall be entitled to exchange Your Covered Vehicle for any reason, provided it is in the same condition as which it was received. If the returned vehicle is damaged or missing any parts, dealer reserves the right to deny the exchange. Once those conditions have been met. You shall receive a credit for the purchase price that you paid for the vehicle towards the purchase of another vehicle within the first 60 days or 4,000 kilometers from purchase or lease of Your Covered Vehicle, whichever occurs first. This Service is only available from Your original Selling Dealer, provided that no Mechanical Failure Claims have been paid during the Term of this Agreement.

PART FOUR: Your Maintenance Obligations

4.1 In order to receive any coverage described in this Agreement with respect to any necessary and required Repairs covered by this Agreement, You must maintain and service the Covered Vehicle (at a licensed Repair/service facility) by completing the following minimum requirements from the date of vehicle purchase and with the then current odometer reading:

1) Change the engine oil and filter;
2) Check and maintain ALL fluid levels;
3) Check and/or replace ALL filters as required;

In addition to having completed the above, You must follow ALL Manufacturer's suggested maintenance (severe) service schedules as specifically outlined in the vehicle warranty booklet or manufacturer's website.

"Do-it-yourself" oil changes or related services shall not be accepted as proof of maintenance on any coverage under this Agreement.

4.2 For Bronze coverage, the maintenance requirements with respect to oil changes are:

a) For Conventional Oil use, every 4 months or 8,000 kilometers, whichever occurs first; or
b) For Full Synthetic Oil use, every 8 months or 12,000 kilometers, whichever occurs first.
c) If Your Covered Vehicle is equipped with an Oil Life Monitor system, you must adhere to oil change requirements of the system or the applicable limits in 4.2(a) or (b), whichever occurs first.
d) If the Manufacturer's suggested maintenance requirements provide for a greater interval (i.e. longer time or more kilometers) between oil changes, the requirements listed in this Part 4.2 must be followed in order to receive coverage under the Agreement.

4.3 You must retain all invoices detailing dates and services completed, with VIN and the then odometer reading. Failure to produce such valid invoices, regardless of cause, constitutes noncompletion of services and shall, at Global's discretion, result in the denial of coverage as You shall be deemed in noncompliance with the Agreement.

PART FIVE: Claims & Procedures

5.1 In the event of a Mechanical Failure expressly covered under this Agreement, and so as to not exclude coverage under this Agreement, You must follow the specific procedures listed below:

a) Take immediate action to prevent further vehicle damage and take reasonable steps to secure timely Repairs and/or call for towing;
b) Contact Global's Claims Department directly during regular business hours: Monday-Friday 9:00 AM – 5:00 PM EST @ 1-800-265-1519 in Canada or the U.S. or by fax at 1-519-663-8013 or visit Global's website at www.globalwarranty.com;
c) Give Your full name & phone number, current odometer reading on the Covered Vehicle, the last six digits of the Covered Vehicle's V.I.N. or the Agreement Number as provided on the Registration Page;
d) Global shall then direct You to an Authorized Repair Facility. You must give full consent for inspection/ teardown to determine the exact cause of the Mechanical Failure. Subject to a Coverage Level that provides otherwise, Diagnostic/teardown charges or expenses may be Your responsibility;
e) In the event You have a Claim after normal business hours, on weekends or holidays, and if the Covered Vehicle is inoperable please have it towed to the nearest Authorized Repair Facility and call Global directly on the first business day following the Mechanical Failure and follow (b & c) above;
f) Once Global is satisfied that the Agreement applies, Global shall then proceed to authorize covered Repair(s); and
g) After the Repair(s) is/are completed, Global shall pay the Authorized Repair Facility directly for covered Repair costs, LESS any applicable charges which are Your responsibility including Deductible if any, unauthorized charges, consequential repairs or services, fluids, shop supplies, environmental fees, disposal fees, any miscellaneous items, and all applicable taxes to these items. In the event that circumstances arise where the above procedures are not practical or possible, Repair(s) must be completed at a licenced Authorized Repair Facility. Global shall then reimburse You (upon receipt of a valid itemized invoice) the amount it would normally pay for similar Repairs at an Authorized Repair Facility LESS Your portion, providing prior approval has been obtained and You have submitted the Repair invoice within 30 days of Repair.

5.2 Global reserves the right to:

a) Refuse any Repair cost or estimate deemed unreasonable (in its sole discretion) relative to other alternatives;
b) Recommend alternative costing or parts supply directives;
c) Examine the Covered Vehicle at its sole discretion; and
d) Retain any failed component(s) that were replaced.

PART SIX: Parts And Services Not Covered

6.1 This Agreement provides NO COVERAGE to You for any of the following:

a) Any Part or Service not specifically listed in PART THREE;
b) Maintenance services and parts as described in the vehicle owner's manual for the Covered Vehicle and other normal maintenance services and parts which include but are not limited to: All filters, fluids, shop supplies, spark plugs/wires, glow plugs (unless specifically listed), hoses, tubes, belts, brake pads/ shoes/rotors/drums, MacPherson Struts and/or shock absorbers, coil/leaf springs, suspension air bags, cracked/ broken/ warped/ melted plastic components, clutch, slave cylinder, pressure plate, clutch bearing, external linkages, shifter, wiper blades/arms, block heaters, glass, lenses, fuses, light bulbs, wiring (unless

specifically listed), exhaust system, tires & rims, batteries (unless specifically listed), battery cables, any fasteners and/or the service operations required;

c) Other services, which include but are not limited to: adjustments, cleaning, alignments, wheel balancing, tune-ups, retrofits, recalibrations and/or reprogramming, excessive diagnostic charges; or

d) Any items which include but are not limited to: upholstery, convertible tops, plastic panels or trim, carpet, safety restraint systems, heated seats, speakers, remote control units, paint, body panels, weather stripping, door handles, bumpers, mouldings, running boards, spare tire carrier or any other after factory add-on.

PART SEVEN: Exclusions

7.1 This Agreement provides NO COVERAGE to You for any of the following:

a) Damage caused by failure to maintain the Covered Vehicle or fully adhere to and comply with Your obligations under this Agreement, or any manufacturer suggested service schedules, recommendations, parts or replacements;

b) Failure of a non-covered part. Coverage shall also exclude the cost of Repairs and replacement of Covered Parts where their replacement is deemed necessary as a result of or due to the failure of a non-covered part. If a part is not covered, then the labour to replace the part is also not covered;

c) Repair or replacement of any part if a Mechanical Failure has not occurred;

d) Any Repair or replacement on any part that the field tolerances have not exceeded the manufacturer's specifications for the Covered Vehicle; or any part which has not failed but which an Authorized Repair Facility "recommends/requires/suggests" to be repaired/replaced;

e) Any Mechanical Failure caused by collision, fire, theft, vandalism, explosion, freezing, overheating, rust/corrosion, contamination, water, acts of God, salt and environmental damage; or any squeaks, rattles, whines, or noises;

f) Any Repair or replacement of parts due to carbonized or burnt valves, seized piston rings or resultant breakage;

g) Any damage caused by misuse, abuse, negligence, or failure to immediately protect the Covered Vehicle from further damage when a Mechanical Failure has occurred; or failure to maintain proper levels of oil, lubricants, coolants, fluids, and filters;

h) Damage as a result or contributed by the vehicle towing anything weighing more than 1,000 kilograms, unless the vehicle is equipped with a factory installed or authorized tow package;

i) Any problems/conditions existing prior to this Agreement or existing during the Manufacturer Warranty, any Mechanical Failure covered by any warranty, manufacturer recall or any repairer's guarantee;

j) Any damage if the Covered Vehicle's odometer does not reflect the correct reading, has been altered, broken, disconnected and Repairs have not been made;

k) Loss of vehicle use, time, profit, inconvenience, or other incidental or consequential loss that results from a Mechanical Failure;

l) Any consequential and/or resultant loss, damage, injury or death (including any costs or expenses, legal or otherwise related) of any kind or nature whatsoever, suffered by any person, firm or corporation arising directly or indirectly from any Repair, delay or failure to make Repairs covered under this Agreement, including (but so as not to limit or restrict the generality of the definition of "Repair" herein), labour & workmanship incidental to such Repairs;

m) Any Mechanical Failure caused by contamination or loss of fluids, fuels, coolants, or lubricants;

n) Any Emission Control or related parts replacement as recommended by or the result of either a Federal or Provincial legislation/regulation; or corrections to the manufacture of the Covered Vehicle as recommended by Special Service Bulletins or Technical Service Bulletin;

o) Any damage to the Covered Vehicle as a result of but not limited to incorrect tires/rims, emissions or exhaust modifications, fuel system or ignition modifications, frame or suspension modifications, any after-factory modifications such as add-ons, high performance parts, equipment or accessories, any mobility assistance/access equipment, snow plow, or accessories (unless specifically listed);

p) Any damage or Repairs for a Covered Vehicle utilized for Commercial Purposes (unless You have selected the Commercial Use Vehicles Option); or

q) Any Repairs made without Global's full authorization regardless of the situation.

PART EIGHT: Cancellation, Transfer, Renewal and General Provisions

8.1 CANCELLATION:

a) **Cancellation by You:** You may cancel this Agreement within 30 days of the Agreement purchase date. You may cancel this Agreement by returning to the Dealer and completing a Cancellation Request Form. If this Agreement is cancelled within 10 days of the Agreement purchase date, Global will refund the Agreement Retail Price paid for this Agreement plus applicable taxes. If this Agreement is cancelled between within 11 and 30 days of the Agreement purchase date, Global will refund the Agreement Retail Price paid for this Agreement, less a cancellation fee of $150, less any Claims paid, plus applicable taxes.

b) **Cancellation by Global:** Global may cancel this Agreement at any time for non-payment of the Retail Price, for material misrepresentation or fraud in obtaining this Agreement, if You have substantially breached Your contractual duties under this Agreement, or for misrepresentation or fraud in the submission of a Claim. Beginning 30 days following the purchase date of the Covered Vehicle, if for any reason the original Manufacturer's Warranty is modified, voided or does not transfer to a new owner, this Agreement becomes void. If the Agreement is cancelled by Global for any of the listed reasons, no cancellation refund will be issued.

8.2 TOTAL LOSS/REPOSSESSION REFUND: This Agreement may be cancelled if at any point in the Term of the Agreement if the Covered Vehicle is declared a total loss (valid documentation required), or if the Covered Vehicle is repossessed. In the event of a total loss or repossession, Global will issue a prorated refund of the contract cost based on the Rule of 78 calculation method, less a cancellation fee of $150, less any Claims paid, plus applicable taxes.

8.3 REFUND PAYMENT: Any refunds owed due to cancellation will be made within 30 days of Global completing the Cancellation. Refund cheques will be sent to the original Dealer. You can collect the refund directly from the Dealer 30 Days after the Agreement has been cancelled. If the purchase or lease of the Covered Vehicle has been financed, any refund due under this Agreement will be made payable to the Lienholder unless You provide Global with written documentation from the Lienholder stating that the finance agreement with the Lienholder has been paid in full.

8.4 TRANSFER: You may apply to transfer this Agreement, if in force, to a subsequent owner or lessee of the Covered Vehicle provided that all Terms & Conditions and Maintenance Obligations have been met and subject to Global's sole discretion and consent. You must send Global all maintenance records, a $100 transfer Fee (plus applicable taxes) payable to Global, where permitted by applicable law, and the name and address of the new vehicle owner or lessee within 15 days of a change of ownership or lease assumption. Subsequent transfers are not permitted.

8.5 RENEWAL: You may renew this Agreement through the Dealer prior to expiration of Your coverage at Global's current rates, provided that all Terms & Conditions and Maintenance Obligations have been met and subject to Global's guidelines, approval and inspection of the Covered Vehicle (if requested) at Your own expense.

8.6 SEVERABILITY: If any provision contained in this Agreement should prove to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

8.7 GOVERNING LAW: This Agreement is governed by the laws of the Province of the Dealer and shall be binding upon and enure to the benefit of the heirs, successors and permitted assigns of Global and You.

8.8 TERRITORY: This Agreement applies to Mechanical Failure and/or Repairs in Canada and the United States.

8.9 LANGUAGE: It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. *Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.*

8.10 NOTICES: All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be delivered in writing and addressed to

a) the Customer, at the address on the Registration Page; or

b) Global, at 2109 Oxford St E, London, ON N5V 2Z9.

For procedures on how to file a complaint, please visit: www.iadealerservices.ca/complaints

2109 Oxford St E, London, Ontario, Canada N5V 2Z9
TL: 519.672.9356 | FX: 519.663.8013 | Toll Free in Canada & USA 1.800.265.1519 | globalwarranty.com

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The obligations arising out of this Vehicle Service Contract ("Agreement") are between the customer listed on the Registration Page ("Customer", "You" or "Your") and SAL Marketing Inc. ("SMI"). SMI has appointed Global Warranty ("Global") as the administrator of this Agreement. The obligations of SMI are underwritten by Industrial Alliance Pacific General Insurance Corporation.

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"Agreement Coverage Period" means and/or refers to the period where coverage is provided under the Agreement as set out in Section 2.3, and taking into account both the Term and the Kilometer Limit.

"Agreement Retail Price" means and/or refers to the sum payable by you for this Agreement, as listed on the Registration Page, not including applicable taxes.

"Authorized Repair Facility" means and/or refers to a licenced repair facility pre-approved by Global.

"Claim" means and/or refers all covered costs of Mechanical Failure at time of Repair visit.

"Commercial Purposes" means and/or refers to any vehicle that a Customer uses to conduct business and/or is titled or registered to a business such as: courier/small package delivery, driving school, hearse, contracting, realtor, shuttle, limousine, ride sharing services, public hire, daily rental, delivery of large parcels or goods, fleet usage, livery, road repair operations, route work, taxi, security, farming/agriculture, forestry, hauling, landscaping, mining/oil field use, off-road use, service repair, snow plowing, towing and vehicle carrier and any other similar or related usage, as deemed solely by Global.

"Commercial Purposes–Light Duty" means and/or refers to any vehicle used for Commercial Purposes primarily used on public (paved) roadways.

"Commercial Purposes–Medium Duty" means and/or refers to any vehicle used for Commercial Purposes on public (paved) roadways, non-publicly maintained roadways and off-road environments.

"Commercial Purposes–Heavy Duty" means and/or refers to any vehicle used for Commercial Purposes and is primarily used on non-publicly maintained roadways and off-road environments.

"Conventional Oil" means and/or refers a petroleum-based motor oil including semi-synthetic oil which is a blend of synthetic and conventional oil and does not qualify as Full Synthetic Oil.

"Covered Parts" means and/or refers to the parts and/or Services described and listed in PART THREE of this Agreement.

"Covered Vehicle" means and/or refers to the vehicle, as described on the Registration Page, which is covered by this Agreement.

"Customer", **"You"** or **"Your"** means and/or refers to the customer described on the Registration Page who purchased or leased the Covered Vehicle, or the individual to whom this Agreement was properly transferred.

"Dealer" means and/or refers to the licenced (as applicable) seller of the Covered Vehicle, as identified on the Registration Page that sold this Agreement to the Customer.

"Deductible" means and/or refers to the first monetary portion, as listed on the Registration Page, that You are required to pay towards the repair cost due to Mechanical Failure. No Deductible will be required for Car Rental or Trip Interruption.

"Exclusions" means and/or refers to parts/Services/conditions as described in PART SIX and PART SEVEN that are not covered by this Agreement.

"Full Synthetic Oil" means and/or refers to a motor oil that uses a synthetic base stock rather than petroleum based.

"Global" means and/or refers to Global Warranty Corporation, or its successors.

"Kilometer Limit" means and/or refers to the maximum number of kilometers, as listed on the Registration Page, for which coverage will be provided for a Covered Vehicle under this Agreement.

"Limit of Liability" means and/or refers to the maximum amount of any coverage or Service of the Agreement, and shall include all applicable taxes.

"Maintenance Obligations" means and/or refers to PART FOUR of this Agreement.

"Manufacturer Warranty" means and/or refers to the full factory warranty or the Powertrain warranty as provided by the manufacturer of the Covered Vehicle.

"Mechanical Failure" means and/or refers to the inability of a Covered Part to perform the function for which it was originally designed under normal service.

"Original In-Service Date" means and/or refers to the date the factory brand new vehicle first went into service by the original owner.

"Reasonable Cost" means and/or refers to charges to Repair or replace Covered Parts including labour at prevailing labour rates at an Authorized Repair Facility and according to the Current Industry Labour Guide (Global uses Snap-On Shopkey) using new, OEM, rebuilt, remanufactured, and/or parts of like kind and quality, which may include serviceable used parts.

"Registration Page" means and/or refers to the first page of this Agreement, which lists pertinent information including, but not limited to, You, the Covered Vehicle and the coverage level selected.

"Repair" or **"Repairs"** means and/or refers to the fixing or replacement of Covered Parts relevant to Your Covered Vehicle.

"Retail Value" means and/or refers to the actual cash value as indicated in the current Canadian Black Book at the time of Your Repair visit.

"Services" means and/or refers to the services described and listed in PART THREE of this Agreement.

"Silver" means and/or refers to the current Global Warranty Silver program level as listed in PART THREE Covered Parts and Services.

"Term" means and/or refers to the length of time this Agreement is in effect. The Term ends on the end date described on the Registration Page.

"Wear and Tear" means and/or refers to the gradual reduction of operating performance due to normal usage of a Covered Part as deemed only by Global.

"Zero Deductible" means and/or refers to an option under the Agreement, as selected by You, to have the Deductible waived.

PART TWO: Coverage Section

2.1 Subject to the provisions in this Agreement, Global agrees to cover the Reasonable Costs for authorized Repairs of Covered Parts which were caused by a Mechanical Failure.

2.2 Silver coverage shall include the Covered Parts and Services listed in PART 3.1 to 3.15. Optional coverage shall include the Covered Parts and Services listed in PART 3.16 to 3.22.

2.3 The Agreement Coverage Period for Silver is as follows:

a) The Agreement Coverage Period for Silver shall begin on the date of sale or lease of the Covered Vehicle at the then current odometer reading, and shall end when the Covered Vehicle has reached the Kilometer Limit or the Term has expired, whichever occurs first;

b) The Agreement Coverage Period for Silver can also be deferred at the time of sale or lease of the Covered Vehicle and shall commence when the manufacturer's powertrain warranty expires, as approved by Global, from time to time or as per the maximum eligibility allowed for the Coverage Level (as indicated on the Registration Page) selected at the time of sale or lease whichever occurs first, as approved by Global, from time to time.

2.4 LIMIT OF LIABILITY: The Limit of Liability for each individual Claim is the lesser of the Retail Value of the Covered Vehicle or the amount listed on the Registration Page. The maximum Limit of Liability of total Claims is the Retail Value of the Covered Vehicle.

PART THREE: Silver Covered Parts and Services

3.1 ENGINE: ALL internally lubricated parts; engine block, cylinder heads, intake manifolds & plenums, exhaust manifolds, timing belt, cover, oil pan, valve covers, harmonic balancer & pulley, engine mounts, engine torque struts, dip stick & tube, oil pressure sending unit, temperature sending unit, engine oil filter housing, water pump, starter/solenoid, alternator/regulator and engine wiring harness.

3.2 TRANSMISSION:

a) **Automatic:** ALL internally lubricated parts: case, torque converter, vacuum modulator, oil pan, flex plate, dip stick & tube, transmission mounts, transmission cooler and lines, shift lever sub assembly and transmission wiring harness; and

b) **Standard:** ALL internally lubricated parts: case, flywheel, ring gear and mounts.

3.3 DIFFERENTIAL:

a) **Front Wheel Drive Vehicles (transaxle):** ALL internally lubricated parts: case, housing, cover, mounts and viscous coupler; or

b) **Rear Wheel Drive Vehicles (differential):** ALL internally lubricated parts: case, housing, cover, mounts and viscous coupler.

3.4 TRANSFER CASE (4X4 & AWD): ALL internally lubricated parts: case, housing, electronic and vacuum engagement components, cover and mounts.

3.5 AUXILIARY DIFFERENTIAL: ALL internally lubricated parts: case, housing, locking hubs, cover, mounts and viscous coupler.

3.6 TURBOCHARGER: ALL internal parts: housing, waste gate controller, intercooler, hard lines and bearings. Turbo engines must use turbo-rated oil.

3.7 SUPERCHARGER: ALL internal parts: housing, compressor, clutch, pulley, bearings, by-pass valve, intercooler and coolant pump.

3.8 SEALS AND GASKETS: ALL Seals/Gaskets used within the listed parts.

3.9 WEAR AND TEAR: ALL listed part failures caused by Wear and Tear of Your program level.

3.10 TRIP INTERRUPTION: Reimbursement shall be made up to $1,000 maximum for the Agreement Coverage Period with a $250 maximum per day for lodging, meals, bus or taxi, if You are more than 150 kilometers away from home (one way) and an Authorized Repair Centre cannot provide same day/emergency service covered under this Agreement. Valid receipts must be provided as Global may determine in their sole discretion.

3.11 CAR RENTAL: Reimbursement shall be made up to $350 maximum for the Term of this Agreement with a $70 maximum per day for Car Rental while Your Covered Vehicle is not available due to a covered Repair and the labour time allocated for the covered Repair, by a current Industry Labour Guide, exceeds 8 hours. A copy of a valid Car Rental Invoice must be submitted to Global at the time of the Claim for review and authorization of coverage.

3.12 DIAGNOSTICS: In the event of a covered Claim, diagnostics shall be covered at Global's discretion, excluding the first hour. Pre-approval required.

3.13 DRIVELINE: Drive shafts, hanger bearings, axle shafts, CV joints & boots and universal joints.

3.14 BRAKING SYSTEM: Master cylinder, assist booster, proportioning valves, wheel cylinders, backing plates, return springs, front/rear calipers, hard lines/fittings, brake linkage, cables and flex lines.

3.15 ELECTRICAL SYSTEM: Ignition coil, windshield wiper motors, washer pumps, heater motor & fan, electronic ignition module (excluding computer system) and horn assembly.

3.16 AIR CONDITIONING (Front & Auxiliary) (Optional): Compressor, clutch assembly & pulley, condenser, evaporator, accumulator & receiver dryer, expansion valve, orifice tube, idler pulley & bearings, POA valve, high/low pressure cut off switches, pressure cycling switches, temperature/climate control module(s), A/C hard lines, belt tensioner, oil & refrigerant (with covered Repair) and refrigerant lines.

3.17 DIESEL COMPONENTS (Optional): Fuel pumps, injection & distribution pumps, diesel exhaust fluid (DEF) tank, diesel exhaust fluid (DEF) heater, sending unit, fuel injectors, fuel rails, fuel hard lines, pressure regulator, vacuum pump, high pressure oil pump, high pressure injection pump, glow plugs, glow plug harness, glow plug controller, pump mounted driver module and diesel nitrogen oxygen (NOx) sensor.

3.18 ELECTRONIC HI-TECH (Optional): Heated steering wheel, heated seat components, remote engine start ECU (excluding remotes), "Homelink" wireless control module, windshield wiper rain sensing sensors, hands free/foot activated autolift tailgate sensors, air suspension compressor motor, lines & limiter valve, video display/LCD touch screen/monitor, GPS/navigation unit, radio head unit, DVD unit, climate control display unit and all other factory installed audio, video, GPS/navigation equipment.

3.19 HYBRID COMPONENTS (Optional): Battery charger, electric motor, generators, high voltage cables, power controller, converter/inverter, hybrid battery, radiator, engine control unit (ECU) cooler, battery cooling chiller, battery control module, powertrain control module, battery cooling fan, battery charging inlet/port/charge socket, cooling lines, hoses & tubes and battery temperature management system components.

3.20 LIFT KIT (Optional): Coverage for Mechanical Failure related to or caused by the modification or installation of a lift kit. For vehicles equipped with a 2 inch to 6 inch lift installed by a licensed facility.

3.21 COMMERCIAL USE VEHICLES (Optional): Coverage for Mechanical Failure on Vehicles which are used for Commercial Purposes–Light Duty, Commercial Purposes–Medium Duty, or Commercial Purposes–Heavy Duty as described in PART ONE: DEFINITIONS.

3.22 TEST DRIVE VEHICLE EXCHANGE (Optional): You shall be entitled to exchange Your Covered Vehicle for any reason, provided it is in the same condition as which it was received. If the returned vehicle is damaged or missing any parts, dealer reserves the right to deny the exchange. Once those conditions have been met. You shall receive a credit for the purchase price that you paid for the vehicle towards the purchase of another vehicle within the first 60 days or 4,000 kilometers from purchase or lease of Your Covered Vehicle, whichever occurs first. This Service is only available from Your original Selling Dealer, provided that no Mechanical Failure Claims have been paid during the Term of this Agreement.

PART FOUR: Your Maintenance Obligations

4.1 In order to receive any coverage described in this Agreement with respect to any necessary and required Repairs covered by this Agreement, You must maintain and service the Covered Vehicle (at a licensed Repair/service facility) by completing the following minimum requirements from the date of vehicle purchase and with the then current odometer reading:

1) Change the engine oil and filter;
2) Check and maintain ALL fluid levels;
3) Check and/or replace ALL filters as required;

In addition to having completed the above, You must follow ALL Manufacturer's suggested maintenance (severe) service schedules as specifically outlined in the vehicle warranty booklet or manufacturer's website.

"Do-it-yourself" oil changes or related services shall not be accepted as proof of maintenance on any coverage under this Agreement.

4.2 For Silver coverage, the maintenance requirements with respect to oil changes are:

a) For Conventional Oil use, every 4 months or 8,000 kilometers, whichever occurs first; or
b) For Full Synthetic Oil use, every 8 months or 12,000 kilometers, whichever occurs first.
c) If Your Covered Vehicle is equipped with an Oil Life Monitor system, you must adhere to oil change requirements of the system or the applicable limits in 4.2(a) or (b), whichever occurs first.
d) If the Manufacturer's suggested maintenance requirements provide for a greater interval (i.e. longer time or more kilometers) between oil changes, the requirements listed in this Part 4.2 must be followed in order to receive coverage under the Agreement.

4.3 You must retain all invoices detailing dates and services completed, with VIN and the then odometer reading. Failure to produce such valid invoices, regardless of cause, constitutes noncompletion of services and shall, at Global's discretion, result in the denial of coverage as You shall be deemed in noncompliance with the Agreement.

PART FIVE: Claims & Procedures

5.1 In the event of a Mechanical Failure expressly covered under this Agreement, and so as to not exclude coverage under this Agreement, You must follow the specific procedures listed below:

a) Take immediate action to prevent further vehicle damage and take reasonable steps to secure timely Repairs and/or call for towing;
b) Contact Global's Claims Department directly during regular business hours: Monday-Friday 9:00 AM – 5:00 PM EST @ 1-800-265-1519 in Canada or the U.S. or by fax at 1-519-663-8013 or visit Global's website at www.globalwarranty.com;
c) Give Your full name & phone number, current odometer reading on the Covered Vehicle, the last six digits of the Covered Vehicle's V.I.N. or the Agreement Number as provided on the Registration Page;
d) Global shall then direct You to an Authorized Repair Facility. You must give full consent for inspection/teardown to determine the exact cause of the Mechanical Failure. Subject to a Coverage Level that provides otherwise, Diagnostic/teardown charges or expenses may be Your responsibility;
e) In the event You have a Claim after normal business hours, on weekends or holidays, and if the Covered Vehicle is inoperable please have it towed to the nearest Authorized Repair Facility and call Global directly on the first business day following the Mechanical Failure and follow (b & c) above;
f) Once Global is satisfied that the Agreement applies, Global shall then proceed to authorize covered Repair(s); and
g) After the Repair(s) is/are completed, Global shall pay the Authorized Repair Facility directly for covered Repair costs, LESS any applicable charges which are Your responsibility including Deductible if any, unauthorized charges, consequential repairs or services, fluids, shop supplies, environmental fees, disposal fees, any miscellaneous items, and all applicable taxes to these items. In the event that circumstances arise where the above procedures are not practical or possible, Repair(s) must be completed at a licenced Authorized Repair Facility. Global shall then reimburse You (upon receipt of a valid itemized invoice) the amount it would normally pay for similar Repairs at an Authorized Repair Facility LESS Your portion, providing prior approval has been obtained and You have submitted the Repair invoice within 30 days of Repair.

5.2 Global reserves the right to:

a) Refuse any Repair cost or estimate deemed unreasonable (in its sole discretion) relative to other alternatives;
b) Recommend alternative costing or parts supply directives;
c) Examine the Covered Vehicle at its sole discretion; and
d) Retain any failed component(s) that were replaced.

PART SIX: Parts And Services Not Covered

6.1 This Agreement provides NO COVERAGE to You for any of the following:

a) Any Part or Service not specifically listed in PART THREE;
b) Maintenance services and parts as described in the vehicle owner's manual for the Covered Vehicle and other normal maintenance services and parts which include but are not limited to: All filters, fluids, shop supplies, spark plugs/wires, glow plugs (unless specifically listed), hoses, tubes, belts, brake pads/shoes/rotors/drums, MacPherson Struts and/or shock absorbers, coil/leaf springs, suspension air bags,

cracked/ broken/ warped/ melted plastic components, clutch, slave cylinder, pressure plate, clutch bearing, external linkages, shifter, wiper blades/arms, block heaters, glass, lenses, fuses, light bulbs, wiring (unless specifically listed), exhaust system, tires & rims, batteries (unless specifically listed), battery cables, any fasteners and/or the service operations required;

c) Other services, which include but are not limited to: adjustments, cleaning, alignments, wheel balancing, tune-ups, retrofits, recalibrations and/or reprogramming, excessive diagnostic charges; or

d) Any items which include but are not limited to: upholstery, convertible tops, plastic panels or trim, carpet, safety restraint systems, heated seats, speakers, remote control units, paint, body panels, weather stripping, door handles, bumpers, mouldings, running boards, spare tire carrier or any other after factory add-on.

PART SEVEN: Exclusions

7.1 This Agreement provides NO COVERAGE to You for any of the following:

a) Damage caused by failure to maintain the Covered Vehicle or fully adhere to and comply with Your obligations under this Agreement, or any manufacturer suggested service schedules, recommendations, parts or replacements;

b) Failure of a non-covered part. Coverage shall also exclude the cost of Repairs and replacement of Covered Parts where their replacement is deemed necessary as a result of or due to the failure of a non-covered part. If a part is not covered, then the labour to replace the part is also not covered;

c) Repair or replacement of any part if a Mechanical Failure has not occurred;

d) Any Repair or replacement on any part that the field tolerances have not exceeded the manufacturer's specifications for the Covered Vehicle; or any part which has not failed but which an Authorized Repair Facility "recommends/requires/suggests" to be repaired/replaced;

e) Any Mechanical Failure caused by collision, fire, theft, vandalism, explosion, freezing, overheating, rust/ corrosion, contamination, water, acts of God, salt and environmental damage; or any squeaks, rattles, whines, or noises;

f) Any Repair or replacement of parts due to carbonized or burnt valves, seized piston rings or resultant breakage;

g) Any damage caused by misuse, abuse, negligence, or failure to immediately protect the Covered Vehicle from further damage when a Mechanical Failure has occurred; or failure to maintain proper levels of oil, lubricants, coolants, fluids, and filters;

h) Damage as a result or contributed by the vehicle towing anything weighing more than 1,000 kilograms, unless the vehicle is equipped with a factory installed or authorized tow package;

i) Any problems/conditions existing prior to this Agreement or existing during the Manufacturer Warranty, any Mechanical Failure covered by any warranty, manufacturer recall or any repairer's guarantee;

j) Any damage if the Covered Vehicle's odometer does not reflect the correct reading, has been altered, broken, disconnected and Repairs have not been made;

k) Loss of vehicle use, time, profit, inconvenience, or other incidental or consequential loss that results from a Mechanical Failure;

l) Any consequential and/or resultant loss, damage, injury or death (including any costs or expenses, legal or otherwise related) of any kind or nature whatsoever, suffered by any person, firm or corporation arising directly or indirectly from any Repair, delay or failure to make Repairs covered under this Agreement, including (but so as not to limit or restrict the generality of the definition of "Repair" herein), labour & workmanship incidental to such Repairs;

m) Any Mechanical Failure caused by contamination or loss of fluids, fuels, coolants, or lubricants;

n) Any Emission Control or related parts replacement as recommended by or the result of either a Federal or Provincial legislation/regulation; or corrections to the manufacture of the Covered Vehicle as recommended by Special Service Bulletins or Technical Service Bulletin;

o) Any damage to the Covered Vehicle as a result of but not limited to incorrect tires/rims, emissions or exhaust modifications, fuel system or ignition modifications, frame or suspension modifications, any after-factory modifications such as add-ons, high performance parts, equipment or accessories, any mobility assistance/ access equipment, snow plow, or accessories (unless specifically listed);

p) Any damage or Repairs for a Covered Vehicle utilized for Commercial Purposes (unless You have selected the Commercial Use Vehicles Option); or

q) Any Repairs made without Global's full authorization regardless of the situation.

PART EIGHT: Cancellation, Transfer, Renewal and General Provisions

8.1 CANCELLATION:

a) **Cancellation by You:** You may cancel this Agreement within 30 days of the Agreement purchase date. You may cancel this Agreement by returning to the Dealer and completing a Cancellation Request Form. If this Agreement is cancelled within 10 days of the Agreement purchase date, Global will refund the Agreement Retail Price paid for this Agreement plus applicable taxes. If this Agreement is cancelled between within 11 and 30 days of the Agreement purchase date, Global will refund the Agreement Retail Price paid for this Agreement, less a cancellation fee of $150, less any Claims paid, plus applicable taxes.

b) **Cancellation by Global:** Global may cancel this Agreement at any time for non-payment of the Retail Price, for material misrepresentation or fraud in obtaining this Agreement, if You have substantially breached Your contractual duties under this Agreement, or for misrepresentation or fraud in the submission of a Claim. Beginning 30 days following the purchase date of the Covered Vehicle, if for any reason the original Manufacturer's Warranty is modified, voided or does not transfer to a new owner, this Agreement becomes void. If the Agreement is cancelled by Global for any of the listed reasons, no cancellation refund will be issued.

8.2 TOTAL LOSS/REPOSSESSION REFUND: This Agreement may be cancelled if at any point in the Term of the Agreement if the Covered Vehicle is declared a total loss (valid documentation required), or if the Covered Vehicle is repossessed. In the event of a total loss or repossession, Global will issue a prorated refund of the contract cost based on the Rule of 78 calculation method, less a cancellation fee of $150, less any Claims paid, plus applicable taxes.

8.3 REFUND PAYMENT: Any refunds owed due to cancellation will be made within 30 days of Global completing the Cancellation. Refund cheques will be sent to the original Dealer. You can collect the refund directly from the Dealer 30 Days after the Agreement has been cancelled. If the purchase or lease of the Covered Vehicle has been financed, any refund due under this Agreement will be made payable to the Lienholder unless You provide Global with written documentation from the Lienholder stating that the finance agreement with the Lienholder has been paid in full.

8.4 TRANSFER: You may apply to transfer this Agreement, if in force, to a subsequent owner or lessee of the Covered Vehicle provided that all Terms & Conditions and Maintenance Obligations have been met and subject to Global's sole discretion and consent. You must send Global all maintenance records, a $100 transfer Fee (plus applicable taxes) payable to Global, where permitted by applicable law, and the name and address of the new vehicle owner or lessee within 15 days of a change of ownership or lease assumption. Subsequent transfers are not permitted.

8.5 RENEWAL: You may renew this Agreement through the Dealer prior to expiration of Your coverage at Global's current rates, provided that all Terms & Conditions and Maintenance Obligations have been met and subject to Global's guidelines, approval and inspection of the Covered Vehicle (if requested) at Your own expense.

8.6 SEVERABILITY: If any provision contained in this Agreement should prove to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

8.7 GOVERNING LAW: This Agreement is governed by the laws of the Province of the Dealer and shall be binding upon and enure to the benefit of the heirs, successors and permitted assigns of Global and You.

8.8 TERRITORY: This Agreement applies to Mechanical Failure and/or Repairs in Canada and the United States.

8.9 LANGUAGE: It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. ***Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.***

8.10 NOTICES: All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be delivered in writing and addressed to

a) the Customer, at the address on the Registration Page; or

b) Global, at 2109 Oxford St E, London, ON N5V 2Z9

For procedures on how to file a complaint, please visit: www.iadealerservices.ca/complaints

2109 Oxford St E, London, Ontario, Canada N5V 2Z9
TL: 519.672.9356 | FX: 519.663.8013 | Toll Free in Canada & USA 1.800.265.1519 | globalwarranty.com

ULTIMATE
AUTOMOTIVE PROTECTION

Gold Program
Vehicle Service Contract
Terms & Conditions

GLOBAL WARRANTY®
The ULTIMATE in driving protection

INTRODUCTION: Parties

The obligations arising out of this Vehicle Service Contract ("Agreement") are between the customer listed on the Registration Page ("Customer", "You" or "Your") and SAL Marketing Inc. ("SMI"). SMI has appointed Global Warranty ("Global") as the administrator of this Agreement. The obligations of SMI are underwritten by Industrial Alliance Pacific General Insurance Corporation.

PART ONE: Definitions

The following "Definitions" apply to the words and terms used in the Agreement and have the following stated meaning:

"Agreement" means and/or refers to this Global Warranty Vehicle Service Contract, which includes the Registration Page and the Terms & Conditions.

"Agreement Coverage Period" means and/or refers to the period where coverage is provided under the Agreement as set out in Section 2.3, and taking into account both the Term and the Kilometer Limit.

"Agreement Retail Price" means and/or refers to the sum payable by you for this Agreement, as listed on the Registration Page, not including applicable taxes.

"Authorized Repair Facility" means and/or refers to a licenced repair facility pre-approved by Global.

"Claim" means and/or refers all covered costs of Mechanical Failure at time of Repair visit.

"Commercial Purposes" means and/or refers to any vehicle that a Customer uses to conduct business and/or is titled or registered to a business such as: courier/small package delivery, driving school, hearse, contracting, realtor, shuttle, limousine, ride sharing services, public hire, daily rental, delivery of large parcels or goods, fleet usage, livery, road repair operations, route work, taxi, security, farming/agriculture, forestry, hauling, landscaping, mining/oil field use, off-road use, service repair, snow plowing, towing and vehicle carrier and any other similar or related usage, as deemed solely by Global.

"Commercial Purposes–Light Duty" means and/or refers to any vehicle used for Commercial Purposes primarily used on public (paved) roadways.

"Commercial Purposes–Medium Duty" means and/or refers to any vehicle used for Commercial Purposes on public (paved) roadways, non-publicly maintained roadways and off-road environments.

"Commercial Purposes–Heavy Duty" means and/or refers to any vehicle used for Commercial Purposes and is primarily used on non-publicly maintained roadways and off-road environments.

"Conventional Oil" means and/or refers a petroleum-based motor oil including semi-synthetic oil which is a blend of synthetic and conventional oil and does not qualify as Full Synthetic Oil.

"Covered Parts" means and/or refers to the parts and/or Services described and listed in PART THREE of this Agreement.

"Covered Vehicle" means and/or refers to the vehicle, as described on the Registration Page, which is covered by this Agreement.

"Customer", **"You"** or **"Your"** means and/or refers to the customer described on the Registration Page who purchased or leased the Covered Vehicle, or the individual to whom this Agreement was properly transferred.

"Dealer" means and/or refers to the licenced (as applicable) seller of the Covered Vehicle, as identified on the Registration Page that sold this Agreement to the Customer.

"Deductible" means and/or refers to the first monetary portion, as listed on the Registration Page, that You are required to pay towards the repair cost due to Mechanical Failure. No Deductible will be required for Car Rental or Trip Interruption.

"Exclusions" means and/or refers to parts/Services/conditions as described in PART SIX and PART SEVEN that are not covered by this Agreement.

"Full Synthetic Oil" means and/or refers to a motor oil that uses a synthetic base stock rather than petroleum based.

"Gold" means and/or refers to the current Global Warranty Gold program level as listed in PART THREE Covered Parts and Services.

"Global" means and/or refers to Global Warranty Corporation, or its successors.

"Kilometer Limit" means and/or refers to the maximum number of kilometers, as listed on the Registration Page, for which coverage will be provided for a Covered Vehicle under this Agreement.

"Limit of Liability" means and/or refers to the maximum amount of any coverage or Service of the Agreement, and shall include all applicable taxes.

"Maintenance Obligations" means and/or refers to PART FOUR of this Agreement.

"Manufacturer Warranty" means and/or refers to the full factory warranty or the Powertrain warranty as provided by the manufacturer of the Covered Vehicle.

"Mechanical Failure" means and/or refers to the inability of a Covered Part to perform the function for which it was originally designed under normal service.

"Original In-Service Date" means and/or refers to the date the factory brand new vehicle first went into service by the original owner.

"Reasonable Cost" means and/or refers to charges to Repair or replace Covered Parts including labour at prevailing labour rates at an Authorized Repair Facility and according to the Current Industry Labour Guide (Global uses Snap-On Shopkey) using new, OEM, rebuilt, remanufactured, and/or parts of like kind and quality, which may include serviceable used parts.

"Registration Page" means and/or refers to the first page of this Agreement, which lists pertinent information including, but not limited to, You, the Covered Vehicle and the coverage level selected.

"Repair" or **"Repairs"** means and/or refers to the fixing or replacement of Covered Parts relevant to Your Covered Vehicle.

"Retail Value" means and/or refers to the actual cash value as indicated in the current Canadian Black Book at the time of Your Repair visit.

"Services" means and/or refers to the services described and listed in PART THREE of this Agreement.

"Term" means and/or refers to the length of time this Agreement is in effect. The Term ends on the end date described on the Registration Page.

"Wear and Tear" means and/or refers to the gradual reduction of operating performance due to normal usage of a Covered Part as deemed only by Global.

"Zero Deductible" means and/or refers to an option under the Agreement, as selected by You, to have the Deductible waived.

PART TWO: Coverage Section

2.1 Subject to the provisions in this Agreement, Global agrees to cover the Reasonable Costs for authorized Repairs of Covered Parts which were caused by a Mechanical Failure.

2.2 Gold coverage shall include the Covered Parts and Services listed in PART 3.1 to 3.18. Optional coverage shall include the Covered Parts and Services listed in PART 3.19 to 3.24.

2.3 The Agreement Coverage Period for Gold is as follows:

a) The Agreement Coverage Period for Gold shall begin on the date of sale or lease of the Covered Vehicle at the then current odometer reading, and shall end when the Covered Vehicle has reached the Kilometer Limit or the Term has expired, whichever occurs first;

b) The Agreement Coverage Period for Gold can also be deferred at the time of sale or lease of the Covered Vehicle and shall commence when the manufacturer's powertrain warranty expires, as approved by Global, from time to time or as per the maximum eligibility allowed for the Coverage Level (as indicated on the Registration Page) selected at the time of sale or lease whichever occurs first, as approved by Global, from time to time.

2.4 LIMIT OF LIABILITY: The Limit of Liability for each individual Claim is the lesser of the Retail Value of the Covered Vehicle or the amount listed on the Registration Page. The maximum Limit of Liability of total Claims is the Retail Value of the Covered Vehicle.

PART THREE: Gold Covered Parts and Services

3.1 ENGINE: ALL internally lubricated parts; engine block, cylinder heads, intake manifolds & plenums, exhaust manifolds, timing belt, cover, oil pan, valve covers, harmonic balancer & pulley, engine mounts, engine torque struts, dip stick & tube, oil pressure sending unit, temperature sending unit, engine oil filter housing, water pump, starter/solenoid, alternator/regulator and engine wiring harness.

3.2 TRANSMISSION:

a) **Automatic:** ALL internally lubricated parts: case, torque converter, vacuum modulator, oil pan, flex plate, dip stick & tube, transmission mounts, transmission cooler and lines, shift lever sub assembly and transmission wiring harness; and

b) **Standard:** ALL internally lubricated parts: case, flywheel, ring gear and mounts.

3.3 DIFFERENTIAL:

a) **Front Wheel Drive Vehicles (transaxle):** ALL internally lubricated parts: case, housing, cover, mounts and viscous coupler; or

b) **Rear Wheel Drive Vehicles (differential):** ALL internally lubricated parts: case, housing, cover, mounts and viscous coupler.

3.4 TRANSFER CASE (4X4 & AWD): ALL internally lubricated parts: case, housing, electronic and vacuum engagement components, cover and mounts.

3.5 AUXILIARY DIFFERENTIAL: ALL internally lubricated parts: case, housing, locking hubs, cover, mounts and viscous coupler.

3.6 TURBOCHARGER: ALL internal parts: housing, waste gate controller, intercooler, hard lines and bearings. Turbo engines must use turbo-rated oil.

3.7 SUPERCHARGER: ALL internal parts: housing, compressor, clutch, pulley, bearings, by-pass valve, intercooler and coolant pump.

3.8 SEALS AND GASKETS: ALL Seals/Gaskets used within the listed parts.

3.9 WEAR AND TEAR: ALL listed part failures caused by Wear and Tear of Your program level.

3.10 TRIP INTERRUPTION: Reimbursement shall be made up to $1,000 maximum for the Agreement Coverage Period with a $250 maximum per day for lodging, meals, bus or taxi, if You are more than 150 kilometers away from home (one way) and an Authorized Repair Centre cannot provide same day/emergency service covered under this Agreement. Valid receipts must be provided as Global may determine in their sole discretion.

3.11 CAR RENTAL: Reimbursement shall be made up to $350 maximum for the Term of this Agreement with a $70 maximum per day for Car Rental while Your Covered Vehicle is not available due to a covered Repair and the labour time allocated for the covered Repair, by a current Industry Labour Guide, exceeds 8 hours. A copy of a valid Car Rental Invoice must be submitted to Global at the time of the Claim for review and authorization of coverage.

3.12 DIAGNOSTICS: In the event of a covered Claim, diagnostics shall be covered at Global's discretion, excluding the first hour. Pre-approval required.

3.13 DRIVELINE: Drive shafts, hanger bearings, axle shafts, CV joints & boots and universal joints.

3.14 BRAKING SYSTEM: Master cylinder, assist booster, proportioning valves, wheel cylinders, backing plates, return springs, front/rear calipers, hard lines/fittings, brake linkage, cables and flex lines.

3.15 ELECTRICAL SYSTEM: Ignition coil, windshield wiper motors, washer pumps, heater motor & fan, electronic ignition module (excluding computer system) and horn assembly.

3.16 AIR CONDITIONING (Front & Auxiliary): Compressor, clutch assembly & pulley, condenser, evaporator, accumulator & receiver dryer, expansion valve, orifice tube, idler pulley & bearings, POA valve, high/low pressure cut off switches, pressure cycling switches, temperature/climate control module(s), A/C hard lines, belt tensioner, oil & refrigerant (with covered Repair) and refrigerant lines.

3.17 FUEL AND INJECTION SYSTEM (Gas Only): Fuel pumps, injection & distribution pumps, fuel tank, sending unit, fuel injectors, rails, fuel hard lines, pressure regulators and vacuum pump.

3.18 STEERING SYSTEM: Rack & pinion, power steering pump & pulley, fluid reservoir & steering gear, inner & outer tie rod ends & bellows, main & intermediate shafts, pitman arms, idler arms, centre link, steering knuckle (spindle), king pins & bushings, cooler & hard lines, control valve, phase control unit, power steering hoses, rear steering shafts & couplings, relays & sensors, steering dampener, stepper motor and tilt steering mechanism.

3.19 DIESEL COMPONENTS (Optional): Fuel pumps, injection & distribution pumps, diesel exhaust fluid (DEF) tank, diesel exhaust fluid (DEF) heater, sending unit, fuel injectors, fuel rails, fuel hard lines, pressure regulator, vacuum pump, high pressure oil pump, high pressure injection pump, glow plugs, glow plug harness, glow plug controller, pump mounted driver module and diesel nitrogen oxygen (NOx) sensor.

3.20 ELECTRONIC HI-TECH (Optional): Heated steering wheel, heated seat components, remote engine start ECU (excluding remotes), "Homelink" wireless control module, windshield wiper rain sensing sensors, hands free/foot activated autolift tailgate sensors, air suspension compressor motor, lines & limiter valve, video display/LCD touch screen/monitor, GPS/navigation unit, radio head unit, DVD unit, climate control display unit and all other factory installed audio, video, GPS/navigation equipment.

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3.22 LIFT KIT (Optional): Coverage for Mechanical Failure related to or caused by the modification or installation of a lift kit. For vehicles equipped with a 2 inch to 6 inch lift installed by a licensed facility.

3.23 COMMERCIAL USE VEHICLES (Optional): Coverage for Mechanical Failure on Vehicles which are used for Commercial Purposes–Light Duty, Commercial Purposes–Medium Duty, or Commercial Purposes–Heavy Duty as described in PART ONE: DEFINITIONS.

3.24 TEST DRIVE VEHICLE EXCHANGE (Optional): You shall be entitled to exchange Your Covered Vehicle for any reason, provided it is in the same condition as which it was received. If the returned vehicle is damaged or missing any parts, dealer reserves the right to deny the exchange. Once those conditions have been met. You shall receive a credit for the purchase price that you paid for the vehicle towards the purchase of another vehicle within the first 60 days or 4,000 kilometers from purchase or lease of Your Covered Vehicle, whichever occurs first. This Service is only available from Your original Selling Dealer, provided that no Mechanical Failure Claims have been paid during the Term of this Agreement.

PART FOUR: Your Maintenance Obligations

4.1 In order to receive any coverage described in this Agreement with respect to any necessary and required Repairs covered by this Agreement, You must maintain and service the Covered Vehicle (at a licensed Repair/service facility) by completing the following minimum requirements from the date of vehicle purchase and with the then current odometer reading:

1) Change the engine oil and filter;
2) Check and maintain ALL fluid levels;
3) Check and/or replace ALL filters as required;

In addition to having completed the above, You must follow ALL Manufacturer's suggested maintenance (severe) service schedules as specifically outlined in the vehicle warranty booklet or manufacturer's website.

"Do-it-yourself" oil changes or related services shall not be accepted as proof of maintenance on any coverage under this Agreement.

4.2 For Gold coverage, the maintenance requirements with respect to oil changes are:

a) For Conventional Oil use, every 4 months or 8,000 kilometers, whichever occurs first; or
b) For Full Synthetic Oil use, every 8 months or 12,000 kilometers, whichever occurs first.
c) If Your Covered Vehicle is equipped with an Oil Life Monitor system, you must adhere to oil change requirements of the system or the applicable limits in 4.2(a) or (b), whichever occurs first.
d) If the Manufacturer's suggested maintenance requirements provide for a greater interval (i.e. longer time or more kilometers) between oil changes, the requirements listed in this Part 4.2 must be followed in order to receive coverage under the Agreement.

4.3 You must retain all invoices detailing dates and services completed, with VIN and the then odometer reading. Failure to produce such valid invoices, regardless of cause, constitutes noncompletion of services and shall, at Global's discretion, result in the denial of coverage as You shall be deemed in noncompliance with the Agreement.

PART FIVE: Claims & Procedures

5.1 In the event of a Mechanical Failure expressly covered under this Agreement, and so as to not exclude coverage under this Agreement, You must follow the specific procedures listed below:

a) Take immediate action to prevent further vehicle damage and take reasonable steps to secure timely Repairs and/or call for towing;
b) Contact Global's Claims Department directly during regular business hours: Monday-Friday 9:00 AM – 5:00 PM EST @ 1-800-265-1519 in Canada or the U.S. or by fax at 1-519-663-8013 or visit Global's website at www.globalwarranty.com;
c) Give Your full name & phone number, current odometer reading on the Covered Vehicle, the last six digits of the Covered Vehicle's V.I.N. or the Agreement Number as provided on the Registration Page;
d) Global shall then direct You to an Authorized Repair Facility. You must give full consent for inspection/teardown to determine the exact cause of the Mechanical Failure. Subject to a Coverage Level that provides otherwise, Diagnostic/teardown charges or expenses may be Your responsibility;
e) In the event You have a Claim after normal business hours, on weekends or holidays, and if the Covered Vehicle is inoperable please have it towed to the nearest Authorized Repair Facility and call Global directly on the first business day following the Mechanical Failure and follow (b & c) above;
f) Once Global is satisfied that the Agreement applies, Global shall then proceed to authorize covered Repair(s); and
g) After the Repair(s) is/are completed, Global shall pay the Authorized Repair Facility directly for covered Repair costs, LESS any applicable charges which are Your responsibility including Deductible if any, unauthorized charges, consequential repairs or services, fluids, shop supplies, environmental fees, disposal fees, any miscellaneous items, and all applicable taxes to these items. In the event that circumstances arise where the above procedures are not practical or possible, Repair(s) must be completed at a licenced Authorized Repair Facility. Global shall then reimburse You (upon receipt of a valid itemized invoice) the amount it would normally pay for similar Repairs at an Authorized Repair Facility LESS Your portion, providing prior approval has been obtained and You have submitted the Repair invoice within 30 days of Repair.

5.2 Global reserves the right to:

a) Refuse any Repair cost or estimate deemed unreasonable (in its sole discretion) relative to other alternatives;
b) Recommend alternative costing or parts supply directives;
c) Examine the Covered Vehicle at its sole discretion; and
d) Retain any failed component(s) that were replaced.

PART SIX: Parts And Services Not Covered

6.1 This Agreement provides NO COVERAGE to You for any of the following:

a) Any Part or Service not specifically listed in PART THREE;

b) Maintenance services and parts as described in the vehicle owner's manual for the Covered Vehicle and other normal maintenance services and parts which include but are not limited to: All filters, fluids, shop supplies, spark plugs/wires, glow plugs (unless specifically listed), hoses, tubes, belts, brake pads/ shoes/rotors/drums, MacPherson Struts and/or shock absorbers, coil/leaf springs, suspension air bags, cracked/ broken/ warped/ melted plastic components, clutch, slave cylinder, pressure plate, clutch bearing, external linkages, shifter, wiper blades/arms, block heaters, glass, lenses, fuses, light bulbs, wiring (unless specifically listed), exhaust system, tires & rims, batteries (unless specifically listed), battery cables, any fasteners and/or the service operations required;

c) Other services, which include but are not limited to: adjustments, cleaning, alignments, wheel balancing, tune-ups, retrofits, recalibrations and/or reprogramming, excessive diagnostic charges; or

d) Any items which include but are not limited to: upholstery, convertible tops, plastic panels or trim, carpet, safety restraint systems, heated seats, speakers, remote control units, paint, body panels, weather stripping, door handles, bumpers, mouldings, running boards, spare tire carrier or any other after factory add-on.

PART SEVEN: Exclusions

7.1 This Agreement provides NO COVERAGE to You for any of the following:

a) Damage caused by failure to maintain the Covered Vehicle or fully adhere to and comply with Your obligations under this Agreement, or any manufacturer suggested service schedules, recommendations, parts or replacements;

b) Failure of a non-covered part. Coverage shall also exclude the cost of Repairs and replacement of Covered Parts where their replacement is deemed necessary as a result of or due to the failure of a non-covered part. If a part is not covered, then the labour to replace the part is also not covered;

c) Repair or replacement of any part if a Mechanical Failure has not occurred;

d) Any Repair or replacement on any part that the field tolerances have not exceeded the manufacturer's specifications for the Covered Vehicle; or any part which has not failed but which an Authorized Repair Facility "recommends/requires/suggests" to be repaired/replaced;

e) Any Mechanical Failure caused by collision, fire, theft, vandalism, explosion, freezing, overheating, rust/ corrosion, contamination, water, acts of God, salt and environmental damage; or any squeaks, rattles, whines, or noises;

f) Any Repair or replacement of parts due to carbonized or burnt valves, seized piston rings or resultant breakage;

g) Any damage caused by misuse, abuse, negligence, or failure to immediately protect the Covered Vehicle from further damage when a Mechanical Failure has occurred; or failure to maintain proper levels of oil, lubricants, coolants, fluids, and filters;

h) Damage as a result or contributed by the vehicle towing anything weighing more than 1,000 kilograms, unless the vehicle is equipped with a factory installed or authorized tow package;

i) Any problems/conditions existing prior to this Agreement or existing during the Manufacturer Warranty, any Mechanical Failure covered by any warranty, manufacturer recall or any repairer's guarantee;

j) Any damage if the Covered Vehicle's odometer does not reflect the correct reading, has been altered, broken, disconnected and Repairs have not been made;

k) Loss of vehicle use, time, profit, inconvenience, or other incidental or consequential loss that results from a Mechanical Failure;

l) Any consequential and/or resultant loss, damage, injury or death (including any costs or expenses, legal or otherwise related) of any kind or nature whatsoever, suffered by any person, firm or corporation arising directly or indirectly from any Repair, delay or failure to make Repairs covered under this Agreement, including (but so as not to limit or restrict the generality of the definition of "Repair" herein), labour & workmanship incidental to such Repairs;

m) Any Mechanical Failure caused by contamination or loss of fluids, fuels, coolants, or lubricants;

n) Any Emission Control or related parts replacement as recommended by or the result of either a Federal or Provincial legislation/regulation; or corrections to the manufacture of the Covered Vehicle as recommended by Special Service Bulletins or Technical Service Bulletin;

o) Any damage to the Covered Vehicle as a result of but not limited to incorrect tires/rims, emissions or exhaust modifications, fuel system or ignition modifications, frame or suspension modifications, any after-factory modifications such as add-ons, high performance parts, equipment or accessories, any mobility assistance/ access equipment, snow plow, or accessories (unless specifically listed);

p) Any damage or Repairs for a Covered Vehicle utilized for Commercial Purposes (unless You have selected the Commercial Use Vehicles Option); or

q) Any Repairs made without Global's full authorization regardless of the situation.

PART EIGHT: Cancellation, Transfer, Renewal and General Provisions

8.1 CANCELLATION:

a) **Cancellation by You:** You may cancel this Agreement within 30 days of the Agreement purchase date. You may cancel this Agreement by returning to the Dealer and completing a Cancellation Request Form. If this Agreement is cancelled within 10 days of the Agreement purchase date, Global will refund the Agreement Retail Price paid for this Agreement plus applicable taxes. If this Agreement is cancelled between within 11 and 30 days of the Agreement purchase date, Global will refund the Agreement Retail Price paid for this Agreement, less a cancellation fee of $150, less any Claims paid, plus applicable taxes.

b) **Cancellation by Global:** Global may cancel this Agreement at any time for non-payment of the Retail Price, for material misrepresentation or fraud in obtaining this Agreement, if You have substantially breached Your contractual duties under this Agreement, or for misrepresentation or fraud in the submission of a Claim. Beginning 30 days following the purchase date of the Covered Vehicle, if for any reason the original Manufacturer's Warranty is modified, voided or does not transfer to a new owner, this Agreement becomes void. If the Agreement is cancelled by Global for any of the listed reasons, no cancellation refund will be issued.

8.2 TOTAL LOSS/REPOSSESSION REFUND: This Agreement may be cancelled if at any point in the Term of the Agreement if the Covered Vehicle is declared a total loss (valid documentation required), or if the Covered Vehicle is repossessed. In the event of a total loss or repossession, Global will issue a prorated refund of the contract cost based on the Rule of 78 calculation method, less a cancellation fee of $150, less any Claims paid, plus applicable taxes.

8.3 REFUND PAYMENT: Any refunds owed due to cancellation will be made within 30 days of Global completing the Cancellation. Refund cheques will be sent to the original Dealer. You can collect the refund directly from the Dealer 30 Days after the Agreement has been cancelled. If the purchase or lease of the Covered Vehicle has been financed, any refund due under this Agreement will be made payable to the Lienholder unless You provide Global with written documentation from the Lienholder stating that the finance agreement with the Lienholder has been paid in full.

8.4 TRANSFER: You may apply to transfer this Agreement, if in force, to a subsequent owner or lessee of the Covered Vehicle provided that all Terms & Conditions and Maintenance Obligations have been met and subject to Global's sole discretion and consent. You must send Global all maintenance records, a $100 transfer Fee (plus applicable taxes) payable to Global, where permitted by applicable law, and the name and address of the new vehicle owner or lessee within 15 days of a change of ownership or lease assumption. Subsequent transfers are not permitted.

8.5 RENEWAL: You may renew this Agreement through the Dealer prior to expiration of Your coverage at Global's current rates, provided that all Terms & Conditions and Maintenance Obligations have been met and subject to Global's guidelines, approval and inspection of the Covered Vehicle (if requested) at Your own expense.

8.6 SEVERABILITY: If any provision contained in this Agreement should prove to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

8.7 GOVERNING LAW: This Agreement is governed by the laws of the Province of the Dealer and shall be binding upon and enure to the benefit of the heirs, successors and permitted assigns of Global and You.

8.8 TERRITORY: This Agreement applies to Mechanical Failure and/or Repairs in Canada and the United States.

8.9 LANGUAGE: It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. ***Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.***

8.10 NOTICES: All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be delivered in writing and addressed to

a) the Customer, at the address on the Registration Page; or

b) Global, at 2109 Oxford St E, London, ON N5V 2Z9.

For procedures on how to file a complaint, please visit: www.iadealerservices.ca/complaints

2109 Oxford St E, London, Ontario, Canada N5V 2Z9
TL: 519.672.9356 | FX: 519.663.8013 | Toll Free in Canada & USA 1.800.265.1519 | globalwarranty.com

ULTIMATE
AUTOMOTIVE PROTECTION

Titanium Program
Vehicle Service Contract
Terms & Conditions

GLOBAL WARRANTY®
The ULTIMATE in driving protection

INTRODUCTION: Parties

The obligations arising out of this Vehicle Service Contract ("Agreement") are between the customer listed on the Registration Page ("Customer", "You" or "Your") and SAL Marketing Inc. ("SMI"). SMI has appointed Global Warranty ("Global") as the administrator of this Agreement. The obligations of SMI are underwritten by Industrial Alliance Pacific General Insurance Corporation.

PART ONE: Definitions

The following "Definitions" apply to the words and terms used in the Agreement and have the following stated meaning:

"Agreement" means and/or refers to this Global Warranty Vehicle Service Contract, which includes the Registration Page and the Terms & Conditions.

"Agreement Coverage Period" means and/or refers to the period where coverage is provided under the Agreement as set out in Section 2.3, and taking into account both the Term and the Kilometer Limit.

"Agreement Retail Price" means and/or refers to the sum payable by you for this Agreement, as listed on the Registration Page, not including applicable taxes.

"Authorized Repair Facility" means and/or refers to a licenced repair facility pre-approved by Global.

"Claim" means and/or refers all covered costs of Mechanical Failure at time of Repair visit.

"Commercial Purposes" means and/or refers to any vehicle that a Customer uses to conduct business and/or is titled or registered to a business such as: courier/small package delivery, driving school, hearse, contracting, realtor, shuttle, limousine, ride sharing services, public hire, daily rental, delivery of large parcels or goods, fleet usage, livery, road repair operations, route work, taxi, security, farming/ agriculture, forestry, hauling, landscaping, mining/oil field use, off-road use, service repair, snow plowing, towing and vehicle carrier and any other similar or related usage, as deemed solely by Global.

"Commercial Purposes–Light Duty" means and/or refers to any vehicle used for Commercial Purposes primarily used on public (paved) roadways.

"Commercial Purposes–Medium Duty" means and/or refers to any vehicle used for Commercial Purposes on public (paved) roadways, non-publicly maintained roadways and off-road environments.

"Commercial Purposes–Heavy Duty" means and/or refers to any vehicle used for Commercial Purposes and is primarily used on non-publicly maintained roadways and off-road environments.

"Conventional Oil" means and/or refers a petroleum-based motor oil including semi-synthetic oil which is a blend of synthetic and conventional oil and does not qualify as Full Synthetic Oil.

"Covered Parts" means and/or refers to the parts and/or Services described and listed in PART THREE of this Agreement.

"Covered Vehicle" means and/or refers to the vehicle, as described on the Registration Page, which is covered by this Agreement.

"Customer", **"You"** or **"Your"** means and/or refers to the customer described on the Registration Page who purchased or leased the Covered Vehicle, or the individual to whom this Agreement was properly transferred.

"Dealer" means and/or refers to the licenced (as applicable) seller of the Covered Vehicle, as identified on the Registration Page that sold this Agreement to the Customer.

"Deductible" means and/or refers to the first monetary portion, as listed on the Registration Page, that You are required to pay towards the repair cost due to Mechanical Failure. No Deductible will be required for Car Rental or Trip Interruption.

"Exclusions" means and/or refers to parts/Services/ conditions as described in PART SIX and PART SEVEN that are not covered by this Agreement.

"Full Synthetic Oil" means and/or refers to a motor oil that uses a synthetic base stock rather than petroleum based.

"Global" means and/or refers to Global Warranty Corporation, or its successors.

"Kilometer Limit" means and/or refers to the maximum number of kilometers, as listed on the Registration Page, for which coverage will be provided for a Covered Vehicle under this Agreement.

"Limit of Liability" means and/or refers to the maximum amount of any coverage or Service of the Agreement, and shall include all applicable taxes.

"Maintenance Obligations" means and/or refers to PART FOUR of this Agreement.

"Manufacturer Warranty" means and/or refers to the full factory warranty or the Powertrain warranty as provided by the manufacturer of the Covered Vehicle.

"Mechanical Failure" means and/or refers to the inability of a Covered Part to perform the function for which it was originally designed under normal service.

"Original In-Service Date" means and/or refers to the date the factory brand new vehicle first went into service by the original owner.

"Reasonable Cost" means and/or refers to charges to Repair or replace Covered Parts including labour at prevailing labour rates at an Authorized Repair Facility and according to the Current Industry Labour Guide (Global uses Snap-On Shopkey) using new, OEM, rebuilt, remanufactured, and/or parts of like kind and quality, which may include serviceable used parts.

"Registration Page" means and/or refers to the first page of this Agreement, which lists pertinent information including, but not limited to, You, the Covered Vehicle and the coverage level selected.

"Repair" or **"Repairs"** means and/or refers to the fixing or replacement of Covered Parts relevant to Your Covered Vehicle.

"Retail Value" means and/or refers to the actual cash value as indicated in the current Canadian Black Book at the time of Your Repair visit.

"Services" means and/or refers to the services described and listed in PART THREE of this Agreement.

"Term" means and/or refers to the length of time this Agreement is in effect. The Term ends on the end date described on the Registration Page.

"Titanium" means and/or refers to the current Global Warranty Titanium program level as listed in PART THREE Covered Parts and Services.

"Wear and Tear" means and/or refers to the gradual reduction of operating performance due to normal usage of a Covered Part as deemed only by Global.

"Zero Deductible" means and/or refers to an option under the Agreement, as selected by You, to have the Deductible waived.

PART TWO: Coverage Section

2.1 Subject to the provisions in this Agreement, Global agrees to cover the Reasonable Costs for authorized Repairs of Covered Parts which were caused by a Mechanical Failure.

2.2 Titanium coverage shall include the Covered Parts and Services listed in PART 3.1 to 3.28. Optional coverage shall include the Covered Parts and Services listed in PART 3.29 to 3.32.

2.3 The Agreement Coverage Period for Titanium is as follows:

a) The Agreement Coverage Period for Titanium shall begin on the date of sale or lease of the Covered Vehicle at the then current odometer reading, and shall end when the Covered Vehicle has reached the Kilometer Limit or the Term has expired, whichever occurs first;

b) The Agreement Coverage Period for Titanium can also be deferred at the time of sale or lease of the Covered Vehicle and shall commence when the manufacturer's powertrain warranty expires, as approved by Global, from time to time or as per the maximum eligibility allowed for the Coverage Level (as indicated on the Registration Page) selected at the time of sale or lease whichever occurs first, as approved by Global, from time to time.

2.4 LIMIT OF LIABILITY: The Limit of Liability for each individual Claim is the lesser of the Retail Value of the Covered Vehicle or the amount listed on the Registration Page. The maximum Limit of Liability of total Claims is the Retail Value of the Covered Vehicle.

PART THREE: Titanium Covered Parts and Services

3.1 ENGINE: ALL internally lubricated parts; engine block, cylinder heads, intake manifolds & plenums, exhaust manifolds, timing belt, cover, oil pan, valve covers, harmonic balancer & pulley, engine mounts, engine torque struts, dip stick & tube, oil pressure sending unit, temperature sending unit, engine oil filter housing, water pump, starter/solenoid, alternator/regulator and engine wiring harness.

3.2 TRANSMISSION:

a) **Automatic:** ALL internally lubricated parts: case, torque converter, vacuum modulator, oil pan, flex plate, dip stick & tube, transmission mounts, transmission cooler and lines, shift lever sub assembly and transmission wiring harness; and

b) **Standard:** ALL internally lubricated parts: case, flywheel, ring gear and mounts.

3.3 DIFFERENTIAL:

a) **Front Wheel Drive Vehicles (transaxle):** ALL internally lubricated parts: case, housing, cover, mounts and viscous coupler; or

b) **Rear Wheel Drive Vehicles (differential):** ALL internally lubricated parts: case, housing, cover, mounts and viscous coupler.

3.4 TRANSFER CASE (4X4 & AWD): ALL internally lubricated parts: case, housing, electronic and vacuum engagement components, cover and mounts.

3.5 AUXILIARY DIFFERENTIAL: ALL internally lubricated parts: case, housing, locking hubs, cover, mounts and viscous coupler.

3.6 TURBOCHARGER: ALL internal parts: housing, waste gate controller, intercooler, hard lines and bearings. Turbo engines must use turbo-rated oil.

3.7 SUPERCHARGER: ALL internal parts: housing, compressor, clutch, pulley, bearings, by-pass valve, intercooler and coolant pump.

3.8 SEALS AND GASKETS: ALL Seals/Gaskets used within the listed parts.

3.9 WEAR AND TEAR: ALL listed part failures caused by Wear and Tear of Your program level.

3.10 TRIP INTERRUPTION: Reimbursement shall be made up to $1,000 maximum for the Agreement Coverage Period with a $250 maximum per day for lodging, meals, bus or taxi, if You

are more than 150 kilometers away from home (one way) and an Authorized Repair Centre cannot provide same day/emergency service covered under this Agreement. Valid receipts must be provided as Global may determine in their sole discretion.

3.11 CAR RENTAL: Reimbursement shall be made up to $350 maximum for the Term of this Agreement with a $70 maximum per day for Car Rental while Your Covered Vehicle is not available due to a covered Repair and the labour time allocated for the covered Repair, by a current Industry Labour Guide, exceeds 8 hours. A copy of a valid Car Rental Invoice must be submitted to Global at the time of the Claim for review and authorization of coverage.

3.12 DIAGNOSTICS: In the event of a covered Claim, diagnostics shall be covered at Global's discretion, excluding the first hour. Pre-approval required.

3.13 DRIVELINE: Drive shafts, hanger bearings, axle shafts, CV joints & boots and universal joints.

3.14 BRAKING SYSTEM: Master cylinder, assist booster, proportioning valves, wheel cylinders, backing plates, return springs, front/rear calipers, hard lines/fittings, brake linkage, cables and flex lines.

3.15 ELECTRICAL SYSTEM: Ignition coil, windshield wiper motors, washer pumps, heater motor & fan, electronic ignition module (excluding computer system) and horn assembly.

3.16 AIR CONDITIONING (Front & Auxiliary): Compressor, clutch assembly & pulley, condenser, evaporator, accumulator & receiver dryer, expansion valve, orifice tube, idler pulley & bearings, POA valve, high/low pressure cut off switches, pressure cycling switches, temperature/climate control module(s), A/C hard lines, belt tensioner, oil & refrigerant (with covered Repair) and refrigerant lines.

3.17 FUEL AND INJECTION SYSTEM (Gas Only): Fuel pumps, injection & distribution pumps, fuel tank, sending unit, fuel injectors, rails, fuel hard lines, pressure regulators and vacuum pump.

3.18 STEERING SYSTEM: Rack & pinion, power steering pump & pulley, fluid reservoir, steering gear, inner & outer tie rod ends & bellows, main & intermediate shafts, pitman arms, idler arms, centre link, steering knuckle (spindle), king pins & bushings, cooler & hard lines, control valve, phase control unit, power steering hoses, rear steering shafts & couplings, relays & sensors, steering dampener, stepper motor and tilt steering mechanism.

3.19 HEATING & COOLING: Radiators, radiator fan motor, fan motor blades, heater core, fan clutch assembly, heater control valve, coolant recovery unit, thermostat and fan shroud.

3.20 SUSPENSION SYSTEM: Upper/lower control arms, upper/lower ball joints, control arm shafts, stabilizer shafts, linkage & bushings, torsion bar & mounts, wheel bearings, control module, mode selector, rear links & bushings, rear spindle, rear sway bar, links and mounts & bushings.

3.21 ELECTRONIC MODULES AND CONTROLS: Electronic ABS & TCS including: brake control module, exciter rings, pump motor/hydraulic unit, relays, accumulators, pressure modulator valve assembly; electronic transmission controller, body control module (BCM), fuel ignition computer control modules, cruise control servo, transducer & cable, digital & analog dash instrumentation, anti-theft module, idle air control, isolation dump valve, image processor, and data communication module.

3.22 SENSORS & SWITCHES: Cam sensors, crank angle sensor, knock sensor, wheel speed sensors, oxygen sensors, fuel level sensor, height sensors, spark detonation sensors, rear defrost switch, stop lamp switch, turn signal switch, wiper switch, multi-function switch, headlight switch, ignition switch, cruise switches, power tailgate switches, and heater & A/C blower switch.

3.23 POWER ACCESSORIES: Daytime running light module, power window motors & switches, power regulators, keyless entry systems (excluding remotes), door control module, power door lock actuators & switches, power seat motors & switches, power antenna, electronic trunk release actuators, exterior mirror motors, sunroof motors, convertible top motors, child safety door lock mechanism, fuel door release cable, glove box & console lock mechanism, hood latch, hood release cable, inside door handle, jack, hood & hatch supports, trunk latch, trunk release cable, rear defrost grid (excluding glass replacement), tailgate motors and running board/side step motors.

3.24 ELECTRONIC HI-TECH: Heated steering wheel, heated seat components, remote engine start ECU (excluding remotes), "Homelink" wireless control module, windshield wiper rain sensing sensors, hands free/foot activated autolift tailgate sensors, air suspension compressor motor, lines & limiter valve, video display/LCD touch screen/monitor, GPS/navigation unit, radio head unit, DVD unit, climate control display unit and all other factory installed audio, video, GPS/navigation equipment.

3.25 ADVANCED DRIVER ASSISTANCE SYSTEMS (ADAS): Ultrasonic sensors, obstacle sensors, distance sensors, radar sensors, front camera(s), forward looking side camera(s), rearward looking side camera(s), trunk camera(s) and distance module/central driver assistance controller (CPU).

3.26 EMISSIONS: Air bypass valve, ASD & EEC relays, canister purge solenoid, map & barometric sensors, mass air flow sensor, PCV valve tube and vapour canister.

3.27 AIR BAGS: ALL components of the Air Bag system.

3.28 HYBRID COMPONENTS: Battery charger, electric motor, generators, high voltage cables, power controller, converter/inverter, hybrid battery, radiator, engine control unit (ECU) cooler, battery cooling chiller, battery control module, powertrain control module, battery cooling fan, battery charging inlet/port/charge socket, cooling lines, hoses & tubes and battery temperature management system components.

3.29 DIESEL COMPONENTS (Optional): Fuel pumps, injection & distribution pumps, diesel exhaust fluid (DEF) tank, diesel exhaust fluid (DEF) heater, sending unit, fuel injectors, fuel rails, fuel hard lines, pressure regulator, vacuum pump, high pressure oil pump, high pressure injection pump, glow plugs, glow plug harness, glow plug controller, pump mounted driver module and diesel nitrogen oxygen (NOx) sensor.

3.30 LIFT KIT (Optional): Coverage for Mechanical Failure related to or caused by the modification or installation of a lift kit. For vehicles equipped with a 2 inch to 6 inch lift installed by a licensed facility.

3.31 COMMERCIAL USE VEHICLES (Optional): Coverage for Mechanical Failure on Vehicles which are used for Commercial Purposes–Light Duty, Commercial Purposes–Medium Duty, or Commercial Purposes–Heavy Duty as described in PART ONE: DEFINITIONS.

3.32 TEST DRIVE VEHICLE EXCHANGE (Optional): You shall be entitled to exchange Your Covered Vehicle for any reason, provided it is in the same condition as which it was received. If the returned vehicle is damaged or missing any parts, dealer reserves the right to deny the exchange. Once those conditions have been met. You shall receive a credit for the purchase price that you paid for the vehicle towards the purchase of another vehicle within the first 60 days or 4,000 kilometers from purchase or lease of Your Covered Vehicle, whichever occurs first. This Service is only available from Your original Selling Dealer, provided that no Mechanical Failure Claims have been paid during the Term of this Agreement.

PART FOUR: Your Maintenance Obligations

4.1 In order to receive any coverage described in this Agreement with respect to any necessary and required Repairs covered by this Agreement, You must maintain and service the Covered Vehicle (at a licensed Repair/service facility) by completing the following minimum requirements from the date of vehicle purchase and with the then current odometer reading:

1) Change the engine oil and filter;
2) Check and maintain ALL fluid levels;
3) Check and/or replace ALL filters as required;

In addition to having completed the above, You must follow ALL Manufacturer's suggested maintenance (severe) service schedules as specifically outlined in the vehicle warranty booklet or manufacturer's website.

"Do-it-yourself" oil changes or related services shall not be accepted as proof of maintenance on any coverage under this Agreement.

4.2 For Titanium coverage, the maintenance requirements with respect to oil changes are:

a) For Conventional Oil use, every 4 months or 8,000 kilometers, whichever occurs first; or
b) For Full Synthetic Oil use, every 8 months or 12,000 kilometers, whichever occurs first.
c) If Your Covered Vehicle is equipped with an Oil Life Monitor system, you must adhere to oil change requirements of the system or the applicable limits in 4.2(a) or (b), whichever occurs first.
d) If the Manufacturer's suggested maintenance requirements provide for a greater interval (i.e. longer time or more kilometers) between oil changes, the requirements listed in this Part 4.2 must be followed in order to receive coverage under the Agreement.

4.3 You must retain all invoices detailing dates and services completed, with VIN and the then odometer reading. Failure to produce such valid invoices, regardless of cause, constitutes noncompletion of services and shall, at Global's discretion, result in the denial of coverage as You shall be deemed in noncompliance with the Agreement.

PART FIVE: Claims & Procedures

5.1 In the event of a Mechanical Failure expressly covered under this Agreement, and so as to not exclude coverage under this Agreement, You must follow the specific procedures listed below:

a) Take immediate action to prevent further vehicle damage and take reasonable steps to secure timely Repairs and/or call for towing;
b) Contact Global's Claims Department directly during regular business hours: Monday-Friday 9:00 AM – 5:00 PM EST @ 1-800-265-1519 in Canada or the U.S. or by fax at 1-519-663-8013 or visit Global's website at www.globalwarranty.com;
c) Give Your full name & phone number, current odometer reading on the Covered Vehicle, the last six digits of the Covered Vehicle's V.I.N. or the Agreement Number as provided on the Registration Page;
d) Global shall then direct You to an Authorized Repair Facility. You must give full consent for inspection/teardown to determine the exact cause of the Mechanical Failure. Subject to a Coverage Level that provides otherwise, Diagnostic/teardown charges or expenses may be Your responsibility;
e) In the event You have a Claim after normal business hours, on weekends or holidays, and if the Covered Vehicle is inoperable please have it towed to the nearest Authorized Repair Facility and call Global directly on the first business day following the Mechanical Failure and follow (b & c) above;
f) Once Global is satisfied that the Agreement applies, Global shall then proceed to authorize covered Repair(s); and
g) After the Repair(s) is/are completed, Global shall pay the Authorized Repair Facility directly for covered Repair costs, LESS any applicable charges which are Your responsibility including Deductible if any, unauthorized charges, consequential repairs or services, fluids, shop supplies, environmental fees, disposal fees, any miscellaneous items, and all applicable taxes to these items. In the event that circumstances arise where the above procedures are

not practical or possible, Repair(s) must be completed at a licenced Authorized Repair Facility. Global shall then reimburse You (upon receipt of a valid itemized invoice) the amount it would normally pay for similar Repairs at an Authorized Repair Facility LESS Your portion, providing prior approval has been obtained and You have submitted the Repair invoice within 30 days of Repair.

5.2 Global reserves the right to:

a) Refuse any Repair cost or estimate deemed unreasonable (in its sole discretion) relative to other alternatives;

b) Recommend alternative costing or parts supply directives;

c) Examine the Covered Vehicle at its sole discretion; and

d) Retain any failed component(s) that were replaced.

PART SIX: Parts And Services Not Covered

6.1 This Agreement provides NO COVERAGE to You for any of the following:

a) Any Part or Service not specifically listed in PART THREE;

b) Maintenance services and parts as described in the vehicle owner's manual for the Covered Vehicle and other normal maintenance services and parts which include but are not limited to: All filters, fluids, shop supplies, spark plugs/wires, glow plugs (unless specifically listed), hoses, tubes, belts, brake pads/shoes/rotors/drums, MacPherson Struts and/or shock absorbers, coil/leaf springs, suspension air bags, cracked/ broken/ warped/ melted plastic components, clutch, slave cylinder, pressure plate, clutch bearing, external linkages, shifter, wiper blades/arms, block heaters, glass, lenses, fuses, light bulbs, wiring (unless specifically listed), exhaust system, tires & rims, batteries (unless specifically listed), battery cables, any fasteners and/or the service operations required;

c) Other services, which include but are not limited to: adjustments, cleaning, alignments, wheel balancing, tune-ups, retrofits, recalibrations and/or reprogramming, excessive diagnostic charges; or

d) Any items which include but are not limited to: upholstery, convertible tops, plastic panels or trim, carpet, safety restraint systems, heated seats, speakers, remote control units, paint, body panels, weather stripping, door handles, bumpers, mouldings, running boards, spare tire carrier or any other after factory add-on.

PART SEVEN: Exclusions

7.1 This Agreement provides NO COVERAGE to You for any of the following:

a) Damage caused by failure to maintain the Covered Vehicle or fully adhere to and comply with Your obligations under this Agreement, or any manufacturer suggested service schedules, recommendations, parts or replacements;

b) Failure of a non-covered part. Coverage shall also exclude the cost of Repairs and replacement of Covered Parts where their replacement is deemed necessary as a result of or due to the failure of a non-covered part. If a part is not covered, then the labour to replace the part is also not covered;

c) Repair or replacement of any part if a Mechanical Failure has not occurred;

d) Any Repair or replacement on any part that the field tolerances have not exceeded the manufacturer's specifications for the Covered Vehicle; or any part which has not failed but which an Authorized Repair Facility "recommends/requires/suggests" to be repaired/replaced;

e) Any Mechanical Failure caused by collision, fire, theft, vandalism, explosion, freezing, overheating, rust/corrosion, contamination, water, acts of God, salt and environmental damage; or any squeaks, rattles, whines, or noises;

f) Any Repair or replacement of parts due to carbonized or burnt valves, seized piston rings or resultant breakage;

g) Any damage caused by misuse, abuse, negligence, or failure to immediately protect the Covered Vehicle from further damage when a Mechanical Failure has occurred; or failure to maintain proper levels of oil, lubricants, coolants, fluids, and filters;

h) Damage as a result or contributed by the vehicle towing anything weighing more than 1,000 kilograms, unless the vehicle is equipped with a factory installed or authorized tow package;

i) Any problems/conditions existing prior to this Agreement or existing during the Manufacturer Warranty, any Mechanical Failure covered by any warranty, manufacturer recall or any repairer's guarantee;

j) Any damage if the Covered Vehicle's odometer does not reflect the correct reading, has been altered, broken, disconnected and Repairs have not been made;

k) Loss of vehicle use, time, profit, inconvenience, or other incidental or consequential loss that results from a Mechanical Failure;

l) Any consequential and/or resultant loss, damage, injury or death (including any costs or expenses, legal or otherwise related) of any kind or nature whatsoever, suffered by any person, firm or corporation arising directly or indirectly from any Repair, delay or failure to make Repairs covered under this Agreement, including (but so as not to limit or restrict the generality of the definition of "Repair" herein), labour & workmanship incidental to such Repairs;

m) Any Mechanical Failure caused by contamination or loss of fluids, fuels, coolants, or lubricants;

n) Any Emission Control or related parts replacement as recommended by or the result of either a Federal or Provincial legislation/regulation; or corrections to the manufacture of the Covered Vehicle as recommended by Special Service Bulletins or Technical Service Bulletin;

o) Any damage to the Covered Vehicle as a result of but not limited to incorrect tires/rims, emissions or exhaust modifications, fuel system or ignition modifications, frame or suspension modifications, any after-factory modifications such as add-ons, high performance parts, equipment or accessories, any mobility assistance/access equipment, snow plow, or accessories (unless specifically listed);

p) Any damage or Repairs for a Covered Vehicle utilized for Commercial Purposes (unless You have selected the Commercial Use Vehicles Option); or

q) Any Repairs made without Global's full authorization regardless of the situation.

PART EIGHT: Cancellation, Transfer, Renewal and General Provisions

8.1 CANCELLATION:

a) **Cancellation by You:** You may cancel this Agreement within 30 days of the Agreement purchase date. You may cancel this Agreement by returning to the Dealer and completing a Cancellation Request Form. If this Agreement is cancelled within 10 days of the Agreement purchase date, Global will refund the Agreement Retail Price paid for this Agreement plus applicable taxes. If this Agreement is cancelled between within 11 and 30 days of the Agreement purchase date, Global will refund the Agreement Retail Price paid for this Agreement, less a cancellation fee of $150, less any Claims paid, plus applicable taxes.

b) **Cancellation by Global:** Global may cancel this Agreement at any time for non-payment of the Retail Price, for material misrepresentation or fraud in obtaining this Agreement, if You have substantially breached Your contractual duties under this Agreement, or for misrepresentation or fraud in the submission of a Claim. Beginning 30 days following the purchase date of the Covered Vehicle, if for any reason the original Manufacturer's Warranty is modified, voided or does not transfer to a new owner, this Agreement becomes void. If the Agreement is cancelled by Global for any of the listed reasons, no cancellation refund will be issued.

8.2 TOTAL LOSS/REPOSSESSION REFUND: This Agreement may be cancelled if at any point in the Term of the Agreement if the Covered Vehicle is declared a total loss (valid documentation required), or if the Covered Vehicle is repossessed. In the event of a total loss or repossession, Global will issue a prorated refund of the contract cost based on the Rule of 78 calculation method, less a cancellation fee of $150, less any Claims paid, plus applicable taxes.

8.3 REFUND PAYMENT: Any refunds owed due to cancellation will be made within 30 days of Global completing the Cancellation. Refund cheques will be sent to the original Dealer. You can collect the refund directly from the Dealer 30 Days after the Agreement has been cancelled. If the purchase or lease of the Covered Vehicle has been financed, any refund due under this Agreement will be made payable to the Lienholder unless You provide Global with written documentation from the Lienholder stating that the finance agreement with the Lienholder has been paid in full.

8.4 TRANSFER: You may apply to transfer this Agreement, if in force, to a subsequent owner or lessee of the Covered Vehicle provided that all Terms & Conditions and Maintenance Obligations have been met and subject to Global's sole discretion and consent. You must send Global all maintenance records, a $100 transfer Fee (plus applicable taxes) payable to Global, where permitted by applicable law, and the name and address of the new vehicle owner or lessee within 15 days of a change of ownership or lease assumption. Subsequent transfers are not permitted.

8.5 RENEWAL: You may renew this Agreement through the Dealer prior to expiration of Your coverage at Global's current rates, provided that all Terms & Conditions and Maintenance Obligations have been met and subject to Global's guidelines, approval and inspection of the Covered Vehicle (if requested) at Your own expense.

8.6 SEVERABILITY: If any provision contained in this Agreement should prove to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

8.7 GOVERNING LAW: This Agreement is governed by the laws of the Province of the Dealer and shall be binding upon and enure to the benefit of the heirs, successors and permitted assigns of Global and You.

8.8 TERRITORY: This Agreement applies to Mechanical Failure and/or Repairs in Canada and the United States.

8.9 LANGUAGE: It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. ***Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.***

8.10 NOTICES: All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be delivered in writing and addressed to

a) the Customer, at the address on the Registration Page; or

b) Global, at 2109 Oxford St E, London, ON N5V 2Z9.

For procedures on how to file a complaint, please visit: www.iadealerservices.ca/complaints

2109 Oxford St E, London, Ontario, Canada N5V 2Z9
TL: 519.672.9356 | FX: 519.663.8013 | Toll Free in Canada & USA 1.800.265.1519 | globalwarranty.com

ULTIMATE
AUTOMOTIVE PROTECTION

Platinum Program
Vehicle Service Contract
Terms & Conditions

GLOBAL WARRANTY®
The ULTIMATE in driving protection

INTRODUCTION: Parties

The obligations arising out of this Vehicle Service Contract ("Agreement") are between the customer listed on the Registration Page ("Customer", "You" or "Your") and SAL Marketing Inc. ("SMI"). SMI has appointed Global Warranty ("Global") as the administrator of this Agreement. The obligations of SMI are underwritten by Industrial Alliance Pacific General Insurance Corporation.

PART ONE: Definitions

The following "Definitions" apply to the words and terms used in the Agreement and have the following stated meaning:

"Agreement" means and/or refers to this Global Warranty Vehicle Service Contract, which includes the Registration Page and the Terms & Conditions.

"Agreement Coverage Period" means and/or refers to the period where coverage is provided under the Agreement as set out in Section 2.3, and taking into account both the Term and the Kilometer Limit.

"Agreement Retail Price" means and/or refers to the sum payable by you for this Agreement, as listed on the Registration Page, not including applicable taxes.

"Authorized Repair Facility" means and/or refers to a licenced repair facility pre-approved by Global.

"Claim" means and/or refers all covered costs of Mechanical Failure at time of Repair visit.

"Commercial Purposes" means and/or refers to any vehicle that a Customer uses to conduct business and/or is titled or registered to a business such as: courier/small package delivery, driving school, hearse, contracting, realtor, shuttle, limousine, ride sharing services, public hire, daily rental, delivery of large parcels or goods, fleet usage, livery, road repair operations, route work, taxi, security, farming/agriculture, forestry, hauling, landscaping, mining/oil field use, off-road use, service repair, snow plowing, towing and vehicle carrier and any other similar or related usage, as deemed solely by Global.

"Commercial Purposes–Light Duty" means and/or refers to any vehicle used for Commercial Purposes primarily used on public (paved) roadways.

"Commercial Purposes–Medium Duty" means and/or refers to any vehicle used for Commercial Purposes on public (paved) roadways, non-publicly maintained roadways and off-road environments.

"Commercial Purposes–Heavy Duty" means and/or refers to any vehicle used for Commercial Purposes and is primarily used on non-publicly maintained roadways and off-road environments.

"Conventional Oil" means and/or refers a petroleum-based motor oil including semi-synthetic oil which is a blend of synthetic and conventional oil and does not qualify as Full Synthetic Oil.

"Covered Parts" means and/or refers to the parts and/or Services described and listed in PART THREE of this Agreement.

"Covered Vehicle" means and/or refers to the vehicle, as described on the Registration Page, which is covered by this Agreement.

"Customer", **"You"** or **"Your"** means and/or refers to the customer described on the Registration Page who purchased or leased the Covered Vehicle, or the individual to whom this Agreement was properly transferred.

"Dealer" means and/or refers to the licenced (as applicable) seller of the Covered Vehicle, as identified on the Registration Page that sold this Agreement to the Customer.

"Deductible" means and/or refers to the first monetary portion, as listed on the Registration Page, that You are required to pay towards the repair cost due to Mechanical Failure. No Deductible will be required for Car Rental or Trip Interruption.

"Exclusions" means and/or refers to parts/Services/conditions as described in PART SIX and PART SEVEN that are not covered by this Agreement.

"Full Synthetic Oil" means and/or refers to a motor oil that uses a synthetic base stock rather than petroleum based.

"Global" means and/or refers to Global Warranty Corporation, or its successors.

"Kilometer Limit" means and/or refers to the maximum number of kilometers, as listed on the Registration Page, for which coverage will be provided for a Covered Vehicle under this Agreement.

"Limit of Liability" means and/or refers to the maximum amount of any coverage or Service of the Agreement, and shall include all applicable taxes.

"Maintenance Obligations" means and/or refers to PART FOUR of this Agreement.

"Manufacturer Warranty" means and/or refers to the full factory warranty or the Powertrain warranty as provided by the manufacturer of the Covered Vehicle.

"Mechanical Failure" means and/or refers to the inability of a Covered Part to perform the function for which it was originally designed under normal service.

"Original In-Service Date" means and/or refers to the date the factory brand new vehicle first went into service by the original owner.

"Platinum" means and/or refers to the current Global Warranty Platinum program level as listed in PART THREE Covered Parts and Services.

"Reasonable Cost" means and/or refers to charges to Repair or replace Covered Parts including labour at prevailing labour rates at an Authorized Repair Facility and according to the Current Industry Labour Guide (Global uses Snap-On Shopkey) using new, OEM, rebuilt, remanufactured, and/or parts of like kind and quality, which may include serviceable used parts.

"Registration Page" means and/or refers to the first page of this Agreement, which lists pertinent information including, but not limited to, You, the Covered Vehicle and the coverage level selected.

"Repair" or **"Repairs"** means and/or refers to the fixing or replacement of Covered Parts relevant to Your Covered Vehicle.

"Retail Value" means and/or refers to the actual cash value as indicated in the current Canadian Black Book at the time of Your Repair visit.

"Services" means and/or refers to the services described and listed in PART THREE of this Agreement.

"Term" means and/or refers to the length of time this Agreement is in effect. The Term ends on the end date described on the Registration Page.

"Wear and Tear" means and/or refers to the gradual reduction of operating performance due to normal usage of a Covered Part as deemed only by Global.

"Zero Deductible" means and/or refers to an option under the Agreement, as selected by You, to have the Deductible waived.

PART TWO: Coverage Section

2.1 Subject to the provisions in this Agreement, Global agrees to cover the Reasonable Costs for authorized Repairs of Covered Parts which were caused by a Mechanical Failure.

2.2 Platinum coverage shall include the Covered Parts and Services listed in PART 3.1 to 3.29. Optional coverage shall include the Covered Parts and Services listed in PART 3.30 to 3.32.

2.3 The Agreement Coverage Period for Platinum is as follows:

a) The Agreement Coverage Period for Platinum shall begin on the date of sale or lease of the Covered Vehicle at the then current odometer reading, and shall end when the Covered Vehicle has reached the Kilometer Limit or the Term has expired, whichever occurs first;

b) The Agreement Coverage Period for Platinum can also be deferred at the time of sale or lease of the Covered Vehicle and shall commence when the manufacturer's powertrain warranty expires, as approved by Global, from time to time or as per the maximum eligibility allowed for the Coverage Level (as indicated on the Registration Page) selected at the time of sale or lease whichever occurs first, as approved by Global, from time to time.

2.4 LIMIT OF LIABILITY: The Limit of Liability for each individual Claim is the lesser of the Retail Value of the Covered Vehicle or the amount listed on the Registration Page. The maximum Limit of Liability of total Claims is the Retail Value of the Covered Vehicle.

PART THREE: Platinum Covered Parts and Services

3.1 ALL ENGINE COMPONENTS
3.2 ALL TRANSMISSION COMPONENTS
3.3 ALL DIFFERENTIAL COMPONENTS
3.4 ALL TRANSFER CASE (4X4 & AWD) COMPONENTS
3.5 ALL AUXILIARY DIFFERENTIAL COMPONTENTS
3.6 ALL TURBOCHARGER COMPONENTS
3.7 ALL SUPERCHARGER COMPONENTS
3.8 ALL SEALS AND GASKETS
3.9 WEAR AND TEAR COVERAGE FOR ALL COMPONENTS
3.10 ALL DRIVELINE SYSTEM COMPONENTS
3.11 ALL BRAKE SYSTEM COMPONENTS
3.12 ALL ELECTRICAL SYSTEM COMPONENTS
3.13 ALL AIR CONDITIONING SYSTEM COMPONENTS
3.14 ALL FUEL & INJECTION (GAS ONLY) SYSTEM COMPONENTS
3.15 ALL STEERING SYSTEM COMPONENTS
3.16 ALL HEATING & COOLING SYSTEM COMPONENTS
3.17 ALL SUSPENSION SYSTEM COMPONENTS
3.18 ALL ELECTRONIC MODULES & CONTROLS
3.19 ALL SENSORS & SWITCHES
3.20 ALL POWER ACCESSORIES
3.21 ALL ELECTRONIC HI-TECH COMPONENTS
3.22 ALL ADVANCED DRIVER ASSISTANCE SYSTEM (ADAS) COMPONENTS
3.23 ALL EMISSIONS SYSTEM COMPONENTS
3.24 ALL AIR BAG SYSTEM COMPONENTS
3.25 ALL HYBRID COMPONENTS
3.26 ALL DIESEL COMPONENTS

3.27 TRIP INTERRUPTION: Reimbursement shall be made up to $1,000 maximum for the Agreement Coverage Period with a $250 maximum per day for lodging, meals, bus or taxi, if You are more than 150 kilometers away from home (one way) and an Authorized Repair Centre cannot provide same day/emergency service covered under this Agreement. Valid receipts must be provided as Global may determine in their sole discretion.

3.28 CAR RENTAL: Reimbursement shall be made up to $350 maximum for the Term of this Agreement with a $70 maximum per day for Car Rental while Your Covered Vehicle is not available due to a covered Repair and the labour time allocated for the covered Repair, by a current Industry Labour Guide, exceeds 8 hours. A copy of a valid Car Rental Invoice must be submitted to Global at the time of the Claim for review and authorization of coverage.

3.29 DIAGNOSTICS: In the event of a covered Claim, diagnostics shall be covered at Global's discretion, excluding the first hour. Pre-approval required.

3.30 LIFT KIT (Optional): Coverage for Mechanical Failure related to or caused by the modification or installation of a lift kit. For vehicles equipped with a 2 inch to 6 inch lift installed by a licensed facility.

3.31 COMMERCIAL USE VEHICLES (Optional): Coverage for Mechanical Failure on Vehicles which are used for Commercial Purposes–Light Duty, Commercial Purposes–Medium Duty, or Commercial Purposes–Heavy Duty as described in PART ONE: DEFINITIONS.

3.32 TEST DRIVE VEHICLE EXCHANGE (Optional): You shall be entitled to exchange Your Covered Vehicle for any reason, provided it is in the same condition as which it was received. If the returned vehicle is damaged or missing any parts, dealer reserves the right to deny the exchange. Once those conditions have been met. You shall receive a credit for the purchase price that you paid for the vehicle towards the purchase of another vehicle within the first 60 days or 4,000 kilometers from purchase or lease of Your Covered Vehicle, whichever occurs first. This Service is only available from Your original Selling Dealer, provided that no Mechanical Failure Claims have been paid during the Term of this Agreement.

PART FOUR: Your Maintenance Obligations

4.1 In order to receive any coverage described in this Agreement with respect to any necessary and required Repairs covered by this Agreement, You must maintain and service the Covered Vehicle (at a licensed Repair/service facility) by completing the following minimum requirements from the date of vehicle purchase and with the then current odometer reading:

1) Change the engine oil and filter;

2) Check and maintain ALL fluid levels;

3) Check and/or replace ALL filters as required;

In addition to having completed the above, You must follow ALL Manufacturer's suggested maintenance (severe) service schedules as specifically outlined in the vehicle warranty booklet or manufacturer's website.

"Do-it-yourself" oil changes or related services shall not be accepted as proof of maintenance on any coverage under this Agreement.

4.2 For Platinum coverage, the maintenance requirements with respect to oil changes are:

a) For Conventional Oil use, every 4 months or 8,000 kilometers, whichever occurs first; or

b) For Full Synthetic Oil use, every 8 months or 12,000 kilometers, whichever occurs first.

c) If Your Covered Vehicle is equipped with an Oil Life Monitor system, you must adhere to oil change requirements of the system or the applicable limits in 4.2(a) or (b), whichever occurs first.

d) If the Manufacturer's suggested maintenance requirements provide for a greater interval (i.e. longer time or more kilometers) between oil changes, the requirements listed in this Part 4.2 must be followed in order to receive coverage under the Agreement.

4.3 You must retain all invoices detailing dates and services completed, with VIN and the then odometer reading. Failure to produce such valid invoices, regardless of cause, constitutes noncompletion of services and shall, at Global's discretion, result in the denial of coverage as You shall be deemed in noncompliance with the Agreement.

PART FIVE: Claims & Procedures

5.1 In the event of a Mechanical Failure expressly covered under this Agreement, and so as to not exclude coverage under this Agreement, You must follow the specific procedures listed below:

a) Take immediate action to prevent further vehicle damage and take reasonable steps to secure timely Repairs and/or call for towing;

b) Contact Global's Claims Department directly during regular business hours: Monday-Friday 9:00 AM – 5:00 PM EST @ 1-800-265-1519 in Canada or the U.S. or by fax at 1-519-663-8013 or visit Global's website at www.globalwarranty.com;

c) Give Your full name & phone number, current odometer reading on the Covered Vehicle, the last six digits of the Covered Vehicle's V.I.N. or the Agreement Number as provided on the Registration Page;

d) Global shall then direct You to an Authorized Repair Facility. You must give full consent for inspection/teardown to determine the exact cause of the Mechanical Failure. Subject to a Coverage Level that provides otherwise, Diagnostic/teardown charges or expenses may be Your responsibility;

e) In the event You have a Claim after normal business hours, on weekends or holidays, and if the Covered Vehicle is inoperable please have it towed to the nearest Authorized Repair Facility and call Global directly on the first business day following the Mechanical Failure and follow (b & c) above;

f) Once Global is satisfied that the Agreement applies, Global shall then proceed to authorize covered Repair(s); and

g) After the Repair(s) is/are completed, Global shall pay the Authorized Repair Facility directly for covered Repair costs, LESS any applicable charges which are Your responsibility including Deductible if any, unauthorized charges, consequential repairs or services, fluids, shop supplies, environmental fees, disposal fees, any miscellaneous items, and all applicable taxes to these items. In the event that circumstances arise where the above procedures are not practical or possible, Repair(s) must be completed at a licenced Authorized Repair Facility. Global shall then reimburse You (upon receipt of a valid itemized invoice) the amount it would normally pay for similar Repairs at an Authorized Repair Facility LESS Your portion, providing prior approval has been obtained and You have submitted the Repair invoice within 30 days of Repair.

5.2 Global reserves the right to:

a) Refuse any Repair cost or estimate deemed unreasonable (in its sole discretion) relative to other alternatives;

b) Recommend alternative costing or parts supply directives;

c) Examine the Covered Vehicle at its sole discretion; and

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PART SIX: Parts And Services Not Covered

6.1 This Agreement provides NO COVERAGE to You for any of the following:

a) Any Part or Service not specifically listed in PART THREE;

b) Maintenance services and parts as described in the vehicle owner's manual for the Covered Vehicle and other normal maintenance services and parts which include but are not limited to: All filters, fluids, shop supplies, spark plugs/wires, glow plugs (unless specifically listed), hoses, tubes, belts, brake pads/shoes/rotors/drums, MacPherson Struts and/or shock absorbers, coil/leaf springs, suspension air bags, cracked/ broken/ warped/ melted plastic components, clutch, slave cylinder, pressure plate, clutch bearing, external linkages, shifter, wiper blades/arms, block heaters, glass, lenses, fuses, light bulbs, wiring (unless specifically listed), exhaust system, tires & rims, batteries (unless specifically listed), battery cables, any fasteners and/or the service operations required;

c) Other services, which include but are not limited to: adjustments, cleaning, alignments, wheel balancing, tune-ups, retrofits, recalibrations and/or reprogramming, excessive diagnostic charges; or

d) Any items which include but are not limited to: upholstery, convertible tops, plastic panels or trim, carpet, safety restraint systems, heated seats, speakers, remote control units, paint, body panels, weather stripping, door handles, bumpers, mouldings, running boards, spare tire carrier or any other after factory add-on.

PART SEVEN: Exclusions

7.1 This Agreement provides NO COVERAGE to You for any of the following:

a) Damage caused by failure to maintain the Covered Vehicle or fully adhere to and comply with Your obligations under this Agreement, or any manufacturer suggested service schedules, recommendations, parts or replacements;

b) Failure of a non-covered part. Coverage shall also exclude the cost of Repairs and replacement of Covered Parts where their replacement is deemed necessary as a result of or due to the failure of a non-covered part. If a part is not covered, then the labour to replace the part is also not covered;

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e) Any Mechanical Failure caused by collision, fire, theft, vandalism, explosion, freezing, overheating, rust/corrosion, contamination, water, acts of God, salt and environmental damage; or any squeaks, rattles, whines, or noises;

f) Any Repair or replacement of parts due to carbonized or burnt valves, seized piston rings or resultant breakage;

g) Any damage caused by misuse, abuse, negligence, or failure to immediately protect the Covered Vehicle from further damage when a Mechanical Failure has occurred; or failure to maintain proper levels of oil, lubricants, coolants, fluids, and filters;

h) Damage as a result or contributed by the vehicle towing anything weighing more than 1,000 kilograms, unless the vehicle is equipped with a factory installed or authorized tow package;

i) Any problems/conditions existing prior to this Agreement or existing during the Manufacturer Warranty, any Mechanical Failure covered by any warranty, manufacturer recall or any repairer's guarantee;

j) Any damage if the Covered Vehicle's odometer does not reflect the correct reading, has been altered, broken, disconnected and Repairs have not been made;

k) Loss of vehicle use, time, profit, inconvenience, or other incidental or consequential loss that results from a Mechanical Failure;

l) Any consequential and/or resultant loss, damage, injury or death (including any costs or expenses, legal or otherwise related) of any kind or nature whatsoever, suffered by any person, firm or corporation arising directly or indirectly from any Repair, delay or failure to make Repairs covered under this Agreement, including (but so as not to limit or restrict the generality of the definition of "Repair" herein), labour & workmanship incidental to such Repairs;

m) Any Mechanical Failure caused by contamination or loss of fluids, fuels, coolants, or lubricants;

n) Any Emission Control or related parts replacement as recommended by or the result of either a Federal or Provincial legislation/regulation; or corrections to the manufacture of the Covered Vehicle as recommended by Special Service Bulletins or Technical Service Bulletin;

o) Any damage to the Covered Vehicle as a result of but not limited to incorrect tires/rims, emissions or exhaust modifications, fuel system or ignition modifications, frame or suspension modifications, any after-factory modifications such as add-ons, high performance parts, equipment or accessories, any mobility assistance/access equipment, snow plow, or accessories (unless specifically listed);

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8.3 REFUND PAYMENT: Any refunds owed due to cancellation will be made within 30 days of Global completing the Cancellation. Refund cheques will be sent to the original Dealer. You can collect the refund directly from the Dealer 30 Days after the Agreement has been cancelled. If the purchase or lease of the Covered Vehicle has been financed, any refund due under this Agreement will be made payable to the Lienholder unless You provide Global with written documentation from the Lienholder stating that the finance agreement with the Lienholder has been paid in full.

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8.5 RENEWAL: You may renew this Agreement through the Dealer prior to expiration of Your coverage at Global's current rates, provided that all Terms & Conditions and Maintenance Obligations have been met and subject to Global's guidelines, approval and inspection of the Covered Vehicle (if requested) at Your own expense.

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8.10 NOTICES: All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be delivered in writing and addressed to

a) the Customer, at the address on the Registration Page; or

b) Global, at 2109 Oxford St E, London, ON N5V 2Z9.

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ULTIMATE AUTOMOTIVE PROTECTION

Platinum Top Up Program
Vehicle Service Contract
Terms & Conditions

GLOBAL WARRANTY®
The ULTIMATE in driving protection

INTRODUCTION: Parties

The obligations arising out of this Vehicle Service Contract ("Agreement") are between the customer listed on the Registration Page ("Customer", "You" or "Your") and SAL Marketing Inc. ("SMI"). SMI has appointed Global Warranty ("Global") as the administrator of this Agreement. The obligations of SMI are underwritten by Industrial Alliance Pacific General Insurance Corporation.

PART ONE: Definitions

The following "Definitions" apply to the words and terms used in the Agreement and have the following stated meaning:

"Agreement" means and/or refers to this Global Warranty Vehicle Service Contract, which includes the Registration Page and the Terms & Conditions.

"Agreement Coverage Period" means and/or refers to the period where coverage is provided under the Agreement as set out in Section 2.3, and taking into account both the Term and the Kilometer Limit.

"Agreement Retail Price" means and/or refers to the sum payable by you for this Agreement, as listed on the Registration Page, not including applicable taxes.

"Authorized Repair Facility" means and/or refers to a licenced repair facility pre-approved by Global.

"Claim" means and/or refers all covered costs of Mechanical Failure at time of Repair visit.

"Commercial Purposes" means and/or refers to any vehicle that a Customer uses to conduct business and/or is titled or registered to a business such as: courier/small package delivery, driving school, hearse, contracting, realtor, shuttle, limousine, ride sharing services, public hire, daily rental, delivery of large parcels or goods, fleet usage, livery, road repair operations, route work, taxi, security, farming/agriculture, forestry, hauling, landscaping, mining/oil field use, off-road use, service repair, snow plowing, towing and vehicle carrier and any other similar or related usage, as deemed solely by Global.

"Commercial Purposes–Light Duty" means and/or refers to any vehicle used for Commercial Purposes primarily used on public (paved) roadways.

"Commercial Purposes–Medium Duty" means and/or refers to any vehicle used for Commercial Purposes on public (paved) roadways, non-publicly maintained roadways and off-road environments.

"Commercial Purposes–Heavy Duty" means and/or refers to any vehicle used for Commercial Purposes and is primarily used on non-publicly maintained roadways and off-road environments.

"Conventional Oil" means and/or refers a petroleum-based motor oil including semi-synthetic oil which is a blend of synthetic and conventional oil and does not qualify as Full Synthetic Oil.

"Covered Parts" means and/or refers to the parts and/or Services described and listed in PART THREE of this Agreement.

"Covered Vehicle" means and/or refers to the vehicle, as described on the Registration Page, which is covered by this Agreement.

"Customer", **"You"** or **"Your"** means and/or refers to the customer described on the Registration Page who purchased or leased the Covered Vehicle, or the individual to whom this Agreement was properly transferred.

"Dealer" means and/or refers to the licenced (as applicable) seller of the Covered Vehicle, as identified on the Registration Page that sold this Agreement to the Customer.

"Deductible" means and/or refers to the first monetary portion, as listed on the Registration Page, that You are required to pay towards the repair cost due to Mechanical Failure. No Deductible will be required for Car Rental or Trip Interruption.

"Exclusions" means and/or refers to parts/Services/conditions as described in PART SIX and PART SEVEN that are not covered by this Agreement.

"Full Synthetic Oil" means and/or refers to a motor oil that uses a synthetic base stock rather than petroleum based.

"Global" means and/or refers to Global Warranty Corporation, or its successors.

"Kilometer Limit" means and/or refers to the maximum number of kilometers, as listed on the Registration Page, for which coverage will be provided for a Covered Vehicle under this Agreement.

"Limit of Liability" means and/or refers to the maximum amount of any coverage or Service of the Agreement, and shall include all applicable taxes.

"Maintenance Obligations" means and/or refers to PART FOUR of this Agreement.

"Manufacturer Warranty" means and/or refers to the full factory warranty or the Powertrain warranty as provided by the manufacturer of the Covered Vehicle.

"Mechanical Failure" means and/or refers to the inability of a Covered Part to perform the function for which it was originally designed under normal service.

"Original In-Service Date" means and/or refers to the date the factory brand new vehicle first went into service by the original owner.

"Platinum Top Up" means and/or refers to the current Global Warranty Platinum Top Up program level as listed in PART THREE Covered Parts and Services.

"Reasonable Cost" means and/or refers to charges to Repair or replace Covered Parts including labour at prevailing labour rates at an Authorized Repair Facility and according to the Current Industry Labour Guide (Global uses Snap-On Shopkey) using new, OEM, rebuilt, remanufactured, and/or parts of like kind and quality, which may include serviceable used parts.

"Registration Page" means and/or refers to the first page of this Agreement, which lists pertinent information including, but not limited to, You, the Covered Vehicle and the coverage level selected.

"Repair" or **"Repairs"** means and/or refers to the fixing or replacement of Covered Parts relevant to Your Covered Vehicle.

"Retail Value" means and/or refers to the actual cash value as indicated in the current Canadian Black Book at the time of Your Repair visit.

"Services" means and/or refers to the services described and listed in PART THREE of this Agreement.

"Term" means and/or refers to the length of time this Agreement is in effect. The Term ends on the end date described on the Registration Page.

"Wear and Tear" means and/or refers to the gradual reduction of operating performance due to normal usage of a Covered Part as deemed only by Global.

"Zero Deductible" means and/or refers to an option under the Agreement, as selected by You, to have the Deductible waived.

PART TWO: Coverage Section

2.1 Subject to the provisions in this Agreement, Global agrees to cover the Reasonable Costs for authorized Repairs of Covered Parts which were caused by a Mechanical Failure.

2.2 PLATINUM TOP UP coverage shall include the Covered Parts and Services listed in PART 3.1 to 3.22. Optional coverage shall include the Covered Parts and Services listed in PART 3.23 to 3.25.

2.3 The Agreement Coverage Period for PLATINUM TOP UP is as follows:

a) The Agreement Coverage Period for PLATINUM TOP UP shall begin from the Original In-Service Date when the odometer reading was zero, and shall end when the Covered Vehicle has reached the Kilometer Limit or the Term has expired, whichever occurs first, provided that the Manufacturer Warranty is in effect at time of sale or lease.

2.4 LIMIT OF LIABILITY: The Limit of Liability for each individual Claim is the lesser of the Retail Value of the Covered Vehicle or the amount listed on the Registration Page. The maximum Limit of Liability of total Claims is the Retail Value of the Covered Vehicle.

PART THREE: Platinum Top Up Covered Parts and Services

3.1 ALL SEALS AND GASKETS FOR ALL COMPONENTS/SYSTEMS LISTED FROM 3.1 TO 3.22

3.2 WEAR AND TEAR COVERAGE FOR ALL COMPONENTS/SYSTEMS LISTED FROM 3.1 TO 3.22

3.3 ALL DRIVELINE SYSTEM COMPONENTS

3.4 ALL BRAKE SYSTEM COMPONENTS

3.5 ALL ELECTRICAL SYSTEM COMPONENTS

3.6 ALL AIR CONDITIONING SYSTEM COMPONENTS

3.7 ALL FUEL & INJECTION (GAS ONLY) SYSTEM COMPONENTS

3.8 ALL STEERING SYSTEM COMPONENTS

3.9 ALL HEATING & COOLING SYSTEM COMPONENTS

3.10 ALL SUSPENSION SYSTEM COMPONENTS

3.11 ALL ELECTRONIC MODULES & CONTROLS

3.12 ALL SENSORS & SWITCHES

3.13 ALL POWER ACCESSORIES

3.14 ALL ELECTRONIC HI-TECH COMPONENTS

3.15 ALL ADVANCED DRIVER ASSISTANCE SYSTEM (ADAS) COMPONENTS

3.16 ALL EMISSIONS SYSTEM COMPONENTS

3.17 ALL AIR BAG SYSTEM COMPONENTS

3.18 ALL HYBRID COMPONENTS

3.19 ALL DIESEL COMPONENTS

3.20 TRIP INTERRUPTION: Reimbursement shall be made up to $1,000 maximum for the Agreement Coverage Period with a $250 maximum per day for lodging, meals, bus or taxi, if You are more than 150 kilometers away from home (one way) and an Authorized Repair Centre cannot provide same day/emergency service covered under this Agreement. Valid receipts must be provided as Global may determine in their sole discretion.

3.21 CAR RENTAL: Reimbursement shall be made up to $350 maximum for the Term of this Agreement with a $70 maximum per day for Car Rental while Your Covered Vehicle is not available due to a covered Repair and the labour time allocated for the covered Repair, by a current Industry Labour Guide, exceeds 8 hours. A copy of a valid Car Rental Invoice must be submitted to Global at the time of the Claim for review and authorization of coverage.

3.22 DIAGNOSTICS: In the event of a covered Claim, diagnostics shall be covered at Global's discretion, excluding the first hour. Pre-approval required.

3.23 LIFT KIT (Optional): Coverage for Mechanical Failure related to or caused by the modification or installation of a lift kit. For vehicles equipped with a 2 inch to 6 inch lift installed by a licensed facility.

3.24 COMMERCIAL USE VEHICLES (Optional): Coverage for Mechanical Failure on Vehicles which are used for Commercial Purposes–Light Duty, Commercial Purposes–Medium Duty, or Commercial Purposes–Heavy Duty as described in PART ONE: DEFINITIONS.

3.25 TEST DRIVE VEHICLE EXCHANGE (Optional): You shall be entitled to exchange Your Covered Vehicle for any reason, provided it is in the same condition as which it was received. If the returned vehicle is damaged or missing any parts, dealer reserves the right to deny the exchange. Once those conditions have been met. You shall receive a credit for the purchase price that you paid for the vehicle towards the purchase of another vehicle within the first 60 days or 4,000 kilometers from purchase or lease of Your Covered Vehicle, whichever occurs first. This Service is only available from Your original Selling Dealer, provided that no Mechanical Failure Claims have been paid during the Term of this Agreement.

PART FOUR: Your Maintenance Obligations

4.1 In order to receive any coverage described in this Agreement with respect to any necessary and required Repairs covered by this Agreement, You must maintain and service the Covered Vehicle (at a licensed Repair/service facility) by completing the following minimum requirements from the date of vehicle purchase and with the then current odometer reading:

1) Change the engine oil and filter;
2) Check and maintain ALL fluid levels;
3) Check and/or replace ALL filters as required;

In addition to having completed the above, You must follow ALL Manufacturer's suggested maintenance (severe) service schedules as specifically outlined in the vehicle warranty booklet or manufacturer's website.

"Do-it-yourself" oil changes or related services shall not be accepted as proof of maintenance on any coverage under this Agreement.

4.2 For Platinum Top Up coverage, the maintenance requirements with respect to oil changes are:

a) For Conventional Oil use, every 4 months or 8,000 kilometers, whichever occurs first; or
b) For Full Synthetic Oil use, every 8 months or 12,000 kilometers, whichever occurs first.
c) If Your Covered Vehicle is equipped with an Oil Life Monitor system, you must adhere to oil change requirements of the system or the applicable limits in 4.2(a) or (b), whichever occurs first.
d) If the Manufacturer's suggested maintenance requirements provide for a greater interval (i.e. longer time or more kilometers)

between oil changes, the requirements listed in this Part 4.2 must be followed in order to receive coverage under the Agreement.

4.3 You must retain all invoices detailing dates and services completed, with VIN and the then odometer reading. Failure to produce such valid invoices, regardless of cause, constitutes noncompletion of services and shall, at Global's discretion, result in the denial of coverage as You shall be deemed in noncompliance with the Agreement.

PART FIVE: Claims & Procedures

5.1 In the event of a Mechanical Failure expressly covered under this Agreement, and so as to not exclude coverage under this Agreement, You must follow the specific procedures listed below:

a) Take immediate action to prevent further vehicle damage and take reasonable steps to secure timely Repairs and/or call for towing;

b) Contact Global's Claims Department directly during regular business hours: Monday-Friday 9:00 AM – 5:00 PM EST @ 1-800-265-1519 in Canada or the U.S. or by fax at 1-519-663-8013 or visit Global's website at www.globalwarranty.com;

c) Give Your full name & phone number, current odometer reading on the Covered Vehicle, the last six digits of the Covered Vehicle's V.I.N. or the Agreement Number as provided on the Registration Page;

d) Global shall then direct You to an Authorized Repair Facility. You must give full consent for inspection/teardown to determine the exact cause of the Mechanical Failure. Subject to a Coverage Level that provides otherwise, Diagnostic/teardown charges or expenses may be Your responsibility;

e) In the event You have a Claim after normal business hours, on weekends or holidays, and if the Covered Vehicle is inoperable please have it towed to the nearest Authorized Repair Facility and call Global directly on the first business day following the Mechanical Failure and follow (b & c) above;

f) Once Global is satisfied that the Agreement applies, Global shall then proceed to authorize covered Repair(s); and

g) After the Repair(s) is/are completed, Global shall pay the Authorized Repair Facility directly for covered Repair costs, LESS any applicable charges which are Your responsibility including Deductible if any, unauthorized charges, consequential repairs or services, fluids, shop supplies, environmental fees, disposal fees, any miscellaneous items, and all applicable taxes to these items. In the event that circumstances arise where the above procedures are not practical or possible, Repair(s) must be completed at a licenced Authorized Repair Facility. Global shall then reimburse You (upon receipt of a valid itemized invoice) the amount it would normally pay for similar Repairs at an Authorized Repair Facility LESS Your portion, providing prior approval has been obtained and You have submitted the Repair invoice within 30 days of Repair.

5.2 Global reserves the right to:

a) Refuse any Repair cost or estimate deemed unreasonable (in its sole discretion) relative to other alternatives;

b) Recommend alternative costing or parts supply directives;

c) Examine the Covered Vehicle at its sole discretion; and

d) Retain any failed component(s) that were replaced.

PART SIX: Parts And Services Not Covered

6.1 This Agreement provides NO COVERAGE to You for any of the following:

a) Any Part or Service not specifically listed in PART THREE;

b) Maintenance services and parts as described in the vehicle owner's manual for the Covered Vehicle and other normal maintenance services and parts which include but are not limited to: All filters, fluids, shop supplies, spark plugs/wires, glow plugs (unless specifically listed), hoses, tubes, belts, brake pads/shoes/rotors/drums, MacPherson Struts and/or shock absorbers, coil/leaf springs, suspension air bags, cracked/ broken/ warped/ melted plastic components, clutch, slave cylinder, pressure plate, clutch bearing, external linkages, shifter, wiper blades/arms, block heaters, glass, lenses, fuses, light bulbs, wiring (unless specifically listed), exhaust system, tires & rims, batteries (unless specifically listed), battery cables, any fasteners and/or the service operations required;

c) Other services, which include but are not limited to: adjustments, cleaning, alignments, wheel balancing, tune-ups, retrofits, recalibrations and/or reprogramming, excessive diagnostic charges; or

d) Any items which include but are not limited to: upholstery, convertible tops, plastic panels or trim, carpet, safety restraint systems, heated seats, speakers, remote control units, paint, body panels, weather stripping, door handles, bumpers, mouldings, running boards, spare tire carrier or any other after factory add-on.

PART SEVEN: Exclusions

7.1 This Agreement provides NO COVERAGE to You for any of the following:

a) Damage caused by failure to maintain the Covered Vehicle or fully adhere to and comply with Your obligations under this Agreement, or any manufacturer suggested service schedules, recommendations, parts or replacements;

b) Failure of a non-covered part. Coverage shall also exclude the cost of Repairs and replacement of Covered Parts where their replacement is deemed necessary as a result of or due to the failure of a non-covered part. If a part is not covered, then the labour to replace the part is also not covered;

c) Repair or replacement of any part if a Mechanical Failure has not occurred;

d) Any Repair or replacement on any part that the field tolerances have not exceeded the manufacturer's specifications for the Covered Vehicle; or any part which has not failed but which an Authorized Repair Facility "recommends/requires/suggests" to be repaired/replaced;

e) Any Mechanical Failure caused by collision, fire, theft, vandalism, explosion, freezing, overheating, rust/corrosion, contamination, water, acts of God, salt and environmental damage; or any squeaks, rattles, whines, or noises;

f) Any Repair or replacement of parts due to carbonized or burnt valves, seized piston rings or resultant breakage;

g) Any damage caused by misuse, abuse, negligence, or failure to immediately protect the Covered Vehicle from further damage when a Mechanical Failure has occurred; or failure to maintain proper levels of oil, lubricants, coolants, fluids, and filters;

h) Damage as a result or contributed by the vehicle towing anything weighing more than 1,000 kilograms, unless the vehicle is equipped with a factory installed or authorized tow package;

i) Any problems/conditions existing prior to this Agreement or existing during the Manufacturer Warranty, any Mechanical Failure covered by any warranty, manufacturer recall or any repairer's guarantee;

j) Any damage if the Covered Vehicle's odometer does not reflect the correct reading, has been altered, broken, disconnected and Repairs have not been made;

k) Loss of vehicle use, time, profit, inconvenience, or other incidental or consequential loss that results from a Mechanical Failure;

l) Any consequential and/or resultant loss, damage, injury or death (including any costs or expenses, legal or otherwise related) of any kind or nature whatsoever, suffered by any person, firm or corporation arising directly or indirectly from any Repair, delay or failure to make Repairs covered under this Agreement, including (but so as not to limit or restrict the generality of the definition of "Repair" herein), labour & workmanship incidental to such Repairs;

m) Any Mechanical Failure caused by contamination or loss of fluids, fuels, coolants, or lubricants;

n) Any Emission Control or related parts replacement as recommended by or the result of either a Federal or Provincial legislation/regulation; or corrections to the manufacture of the Covered Vehicle as recommended by Special Service Bulletins or Technical Service Bulletin;

o) Any damage to the Covered Vehicle as a result of but not limited to incorrect tires/rims, emissions or exhaust modifications, fuel system or ignition modifications, frame or suspension modifications, any after-factory modifications such as add-ons, high performance parts, equipment or accessories, any mobility assistance/access equipment, snow plow, or accessories (unless specifically listed);

p) Any damage or Repairs for a Covered Vehicle utilized for Commercial Purposes (unless You have selected the Commercial Use Vehicles Option); or

q) Any Repairs made without Global's full authorization regardless of the situation.

PART EIGHT: Cancellation, Transfer, Renewal and General Provisions

8.1 CANCELLATION:

a) **Cancellation by You:** You may cancel this Agreement within 30 days of the Agreement purchase date. You may cancel this Agreement by returning to the Dealer and completing a Cancellation Request Form. If this Agreement is cancelled within 10 days of the Agreement purchase date, Global will refund the Agreement Retail Price paid for this Agreement plus applicable taxes. If this Agreement is cancelled between within 11 and 30 days of the Agreement purchase date, Global will refund the Agreement Retail Price paid for this Agreement, less a cancellation fee of $150, less any Claims paid, plus applicable taxes.

b) **Cancellation by Global:** Global may cancel this Agreement at any time for non-payment of the Retail Price, for material misrepresentation or fraud in obtaining this Agreement, if You have substantially breached Your contractual duties under this Agreement, or for misrepresentation or fraud in the submission of a Claim. Beginning 30 days following the purchase date of the Covered Vehicle, if for any reason the original Manufacturer's Warranty is modified, voided or does not transfer to a new owner, this Agreement becomes void. If the Agreement is cancelled by Global for any of the listed reasons, no cancellation refund will be issued.

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