



autogard advantage

LIMITED EXTENDED POWERTRAIN WARRANTY
CONTRACT TERMS AND CONDITIONS.
PART 1 OF 2

HOW TO CONTACT US

In Toronto:
Tel.: (416)663-9218
Fax: (416)663-4125

In Montreal:
Tel.: (514)482-8658
Fax: (514)482-2254

Anywhere in Canada & U.S. toll free number:
Tel.: 1-888-666-8579
Fax: 1-888-666-8537

Mailing Address: Website: autogard.ca
P.O. Box 487 Victoria Station
Montreal, Quebec H3Z 2Y6

PART 1. DEFINITIONS

In this agreement the following words shall have the following meanings:

-"You, Your" means the warranty holder, purchaser or lessee of the described vehicle on the face of the application form or the person to whom this contract was transferred under the transfer provision of this contract.

-"We, Us, Our" means Autogard Advantage who is obligated to perform under this contract.

-"Contract" means the limited extended powertrain warranty contract, which you have purchased directly or through a selling dealer to protect the described vehicle on the face of the application form. The contents of the terms and conditions may also change from time to time without notice and will supersede all previously published terms and conditions.

-"Term" means the time or kilometer limits or the maximum liability limits of the warranty plan designated by you and/or the selling dealer on the face of the application form.

-"Warranty Coverage" means the warranty plan and the level of protection that you and/or the selling dealer have selected, as shown on the face of the application form.

-"Limits of liability" means all maximum limits of liability less the deductible and miscellaneous items as indicated under part 8, 10.5 and 10.8.

-"Fee" means the total warranty premium amount including any and all additional option(s) charges and applicable taxes payable to us either by you and/or the selling dealer for this contract and applicable to the covered vehicle.

-"Breakdown" A breakdown means the inability of a covered part(s) under normal service to perform the function(s) for which it was designed for, due to defects in material only and not workmanship, as determined by Autogard Advantage in its sole discretion. Breakdown does not include the gradual reduction in operating performance of a covered part(s) due to normal wear and tear, where a breakdown has not occurred.

-"Reasonable costs" shall be deemed to mean charges for the replacement of covered part(s) under this contract using new or rebuilt parts only, with a minimum of 12 month and/or 20,000 km parts & labor warranty as customarily used in the automobile industry. In some cases when the actual estimate and/or repair amount is equal to and/or greater than fifty percent of the maximum liability of your warranty coverage plan we reserve the right to find other alternatives. Such alternatives will release us fully without limitations from any and all past, present and future liabilities that might arise from this claim.

-"Covered part(s)" means part(s) specifically listed in part 4 of this contract.

-"Covered options" means option(s) specifically listed in part 5 of this contract.

-"Covered vehicle" means the vehicle described on the face of the application form.

-"Repair(s)" means the replacement of covered parts relevant to the covered vehicle using new or rebuilt part(s) in whole only and not in part.

-"Selling dealer" means the automotive dealer through whom you have purchased this contract.

-"Light Commercial and Business Use" means any vehicle up to 3 / 4 ton and/or 900 kilograms capacity that are registered to a company and/or used to generate revenue however coverage will be limited to 1,000 kilometers per month respectfully.

PART 2. WARRANTY COVERAGE

In consideration of the fee received by us on this contract, the statements contained in the application form herein, and provided that you comply with the terms and conditions set forth in this contract, and subject to the limitations of coverage set forth in this contract and the payment of the deductible set forth in part 8 and the inspection, examination, claim processing fee set forth in part 10.5 and the one time activation fee set forth in part 10.8, we hereby agree to pay the reasonable costs of authorized repair(s) and/or replacement of covered part(s) which cause breakdown to the covered vehicle according to the warranty coverage plan and options chosen on the face of the application form.

PART 3. DESIGNATED WARRANTY PLANS

You and/or the selling dealer shall designate on the indicated space on the face of the application form your selected warranty plan, which shall be one of the following:

3.1. BASIC 600*, 800* and 1000*:

- The contract term: 12 months or 12,000 km, 24 months or 24,000km, 36 months or 36,000 km. *The maximum liability per claim in Canadian dollars is the lesser of the following: **A)** BASIC 600* (\$600.00) Six hundred dollars, BASIC 800* \$800.00) Eight hundred dollars, BASIC 1000* (\$1000.00) One thousand dollars or **B)** the cash value of the covered vehicle excluding taxes before the mechanical breakdown.

- The maximum liability per claim includes parts, labor and taxes.

- Parts covered are listed in part 4.1 to 4.3.

3.2. STANDARD 1400*:

- The contract term: 07 months with Unlimited Mileage, 12 months or 18,000 km, 24 months or 30,000 km, 36 months or 42,000 km. *The maximum liability per claim in Canadian dollars is the lesser of the following: **A)** (\$1400.00) One thousand four hundred dollars or **B)** the cash value of the covered vehicle excluding taxes before the mechanical breakdown.

- The maximum liability per claim includes parts, labor and taxes.

- Parts covered are listed in part 4.1 to 4.3.

3.3. PREMIUM 1900*:

- The contract term: 12 months or 18,000 km, 24 months or 30,000 km, 36 months or 42,000 km. *The maximum liability per claim in Canadian dollars is the lesser of the following: **A)** (\$1900.00) One thousand nine hundred dollars or **B)** the cash value of the covered vehicle excluding taxes before the mechanical breakdown. --

- The maximum liability per claim includes parts, labor and taxes.

- Parts covered are listed in part 4.1 to 4.3.

3.4. EXTRA VALUE 3000*, XP SUPERIOR Plus*, XP ULTIMATE Plus* and XP GOLD SEAL Plus*

- The contract term: 12 months with Unlimited Mileage, 12 months or 24,000 km, 24 months or 48,000 km, 24 months with Unlimited Mileage, 36 months or 70,000 km, 48 months or 90,000 km, 60 months or 100,000 km, 72 months or 120,000 km, 84 months or 140,000 km. *The maximum liability per claim in Canadian dollars is the lesser of the following: **A)** (\$3000.00) three thousand dollars or **B)** the cash value of the covered vehicle excluding taxes before the mechanical breakdown.

- The maximum liability per claim includes parts, labor and taxes.

- Parts covered under **Extra Value 3000** are listed in part 4.1, 2, 3.

- Parts covered under **XP Superior Plus** are listed in part 4.1, 2, 3 and 5.1, 3, 5, 6, 7, 8, 12, 19, 20, 24, 25, 26, 27.

- Parts covered under **XP Ultimate Plus** are listed in part 4.1, 2, 3 and 5.1, 2, 3, 5, 6, 8, 9, 12, 18, 20, 24, 25, 26, 27.

- Parts covered under **XP Gold Seal Plus** are listed in part 4.1, 2, 3 and 5.1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 18, 20, 24, 25, 26, 27.

3.5. POWERTRAIN + Seals and Gaskets,

POWERTRAIN + Seals and Gaskets with Powertarin Plus Package*

- The contract term: 03 months or 05,000 km, 06 months or 08,000 km, 12 months or 14,000 km, 24 months or 26,000 km, 36 months or 38,000 km.

*The maximum liability per claim in Canadian dollars is the lesser of the following as selected on the front of the application form: **A)** (\$1250.00) One thousand two hundred and fifty or **B)** (\$1750.00) One thousand seven hundred and fifty or **C)** the cash value of the covered vehicle excluding taxes before the mechanical breakdown.

- The maximum liability per claim includes parts, labor and taxes.

- Parts covered under **Powertrain + Seals and Gaskets** are listed in part 4.1 to 3 and 5.20.

- Parts covered under **Powertrain + Seals and Gaskets with Powertrain Plus Package** are listed in part 4.1 to 3 and 5.18, 20.

3.6. FACTORY WARRANTY Extended Coverage Plus*

- The contract term: 6 months with Unlimited Mileage, 9 months with Unlimited Mileage, 12 months with Unlimited Mileage, 15 months with Unlimited Mileage, 18 months with Unlimited Mileage, 21 months with Unlimited Mileage, 24 months and more with Unlimited Mileage. *The maximum liability per claim in Canadian dollars is the lesser of the following: **A)** (\$3000.00) three thousand dollars or **B)** the cash value of the covered vehicle excluding taxes before the mechanical breakdown.

- The maximum liability per claim includes parts, labor and taxes.

- Parts covered under **Factory Warranty Extended Coverage Plus** are listed in parts 5.2, 3, 4, 5, 6, 7, 8, 10, 12, 13, 17, 18, 19, 20, 24, 25, 26.

3.7. FLEXIBLE PLAN*:

- You and/or the selling dealer on the face of the application form designate the following: **A)** Contract term (number of months and the mileage), **B)** The maximum liability per claim in Canadian dollars is the lesser of the following: **B.1)** the amount as designated by you and/or the selling dealer on the face of the application form or **B.2)** the cash value of the covered vehicle excluding taxes before the mechanical breakdown. **C)** The deductible per claim.

- The maximum liability per claim includes parts, labor and taxes.

- Parts covered under **Flexible Plan** are listed in part 4.1 to 4.3 plus any additional options (refer to part 5), which may have been selected and paid for at the time of warranty purchase.

3.8. VALUE POWERTRAIN PACK

- The contract term: 3 months or 5,000 km, whichever comes first from the purchase or lease date of the covered vehicle. *The maximum liability per claim in Canadian dollars is the lesser of the following as selected on the front of the application form, **A)** (\$1000.00) one thousand dollars, **B)** (\$2500) two thousand and five hundred dollars, **C)** (\$3000.00) Three thousand dollars or **D)** the cash value of the covered vehicle excluding taxes before the mechanical breakdown.

- The maximum liability per claim includes parts, labor and taxes.

- Parts covered are listed in part 4.1, 2, 3 and 5.3, 5, 6, 7, 8, 12, 20, 24, 25, 26.

PART 4. COVERED PARTS

Coverage is for both parts and labor and includes only those parts listed all other parts are not covered.

4.1. ENGINE

Engine Block, cylinder head(s), crankshaft, main bearings, crankshaft gears, push rods, pistons, piston rings and pins, intake and exhaust valves, valve springs and retainers, valve covers, guides, lifters, rocker arms, shafts and pivots, timing chain or belt and gears, oil pump and shaft. (Excluding seals and gaskets unless the option has been purchased)

4.2. TRANSMISSION

AUTOMATIC

Housing, torque converter, valve body, gear sets, main and intermediate shafts, vacuum modulator, oil pump and governor. (Excluding friction and steel plates, clutches and bands) seals and gaskets are also excluded unless the option has been purchased.

MANUAL / STANDARD

Housing, main and intermediate shafts, gear sets, synchronizer rings, shaft fork. (Excluding flex plates, flywheel, ring gear and external linkages. Manual clutch components, bearings, pressure plate) seals and gaskets are also excluded unless the option has been purchased.

4.3. DIFFERENTIAL / TRANSAXLE

Housing, main shaft, crown and pinion gears, carrier gear and housing. (Excluding flex plates, flywheel, ring gear and external linkages, friction and steel plates, clutches and bands, manual clutch components, bearings, pressure plate) seals and gaskets are also excluded unless the option has been purchased.

PART 5. ADDITIONAL OPTIONS TO BE ADDED

Coverage is available only when the option(s) has been selected and the fee has been paid for at the time of purchase date of the covered vehicle and is for both parts and labor and includes only those parts listed all other parts are not covered.

5.1. TRANSFER CASE (4x4 / AWD)

Case, gears and sprockets, chain, front hub bearings and locking hub assemblies. (Excluding seals and gaskets unless the option has been purchased)

5.2. WEAR & TEAR ON COVERED PARTS

In the event of a breakdown or failure of a covered part under this contract, we will cover the part even if the covered part is simply worn out according to your selected coverage plan and your maximum liability limits per claim. However a sliding scale of payments reduces the amount payable for parts and labor on higher mileage vehicles based on the following: **A)** Under 80,000 kilometers we cover 100% **B)** Under 110,000 kilometers we cover 90% **C)** Under 120,000 kilometers we cover 80% **D)** Under 130,000 kilometers we cover 70% **E)** Under 140,000 kilometers we cover 60% **F)** Over 140,000 kilometers we cover 50%.

5.3. ELECTRICAL SYSTEM

Starter motor and solenoid, alternator and regulator, electronic ignition module, distributor and pickup coil, radiator fan motor, windshield wiper motors and washer pumps.

5.4. HEATING AND COOLING SYSTEM

Radiator, radiator fan motor and blades, heater core, fan clutch, heater control valve and coolant recovery unit.

5.5. STEERING SYSTEM

Rack and pinion assembly, inner tie rod ends and bellows, power steering pump and pully, power steering fluid reservoir, steering gear, main and intermediate shafts, pitman arm, idler arm, center link, steering knuckle (spindle), king pins and bushings.

5.6. BRAKING SYSTEM

Master cylinder, vacuum assist booster, disk brake calipers, wheel cylinders, proportioning valve, flexible brake fluid hoses and hydraulic steel lines & fittings. (Excluding brake pads, linings, rotors, drums & emergency brake components)

5.7. FRONT SUSPENSION SYSTEM

Upper and lower ball joints, upper and lower control arms and their shafts & bushings, steering knuckles, king pins & their bushings, pitman arm, idler arm, stabilizer shaft linkage and bushings.

5.8. FUEL AND INJECTION SYSTEM

Fuel pump, fuel injection and distribution pump, fuel tank and sending unit, fuel injectors and fuel pressure regulators.

5.9. DRIVELINE

Drive axle case, drive shafts, axle shafts, universal joints, constant velocity joints and axle bearings. (Excluding seals and gaskets unless the option has been purchased) C.V. Boots or drive shaft boots are also excluded unless.

5.10. HI-TECH POWER EQUIPMENT

Electronic anti-lock brake system (ABS), traction control system (TCS) including: electronic brake control module, exciter rings, pump motor/hydraulic unit, relays, accumulators, pressure modulator valve assembly, electronic temperature control module, electronic ignition computer control modules, fuel injection computer control modules, cruise control servo, transducer and cable, digital dash instrumentation including: speedometer, tachometer, odometer, fuel, oil, temperature, compass readout, thermometer readout and voltage displays, keyless entry system, door control mode and lock actuators, power door lock actuator motor and switches, power window motors, power seat motors, power antenna, electronic trunk release actuator, exterior mirror motors, sunroof motor, convertible top motors, hidden headlight door motors and electronic automatic load leveling compressor motor.

5.11. EMISSION COMPONENTS

Air control valve, Idle vacuum valve, Air supply valve, Hose and tube, Air check valve assembly, Barometric pressure sensor, ECC relay assembly, EGR pressure sensor, EGR regulator assembly, EGR valve adapter, Vapor storage container, Idle air control valve, Knock sensor, PCV hose assembly, PC valve, PCV vapor filter, Temperature sensor, Vacuum restrictor, VAF sensor.

5.12. AIR CONDITIONING

Compressor, clutch assembly and pulley, evaporator, accumulator, expansion valve, receiver and dryer. (Excluding seals and gaskets unless the option has been purchased)

5.13. POWER ACCESSORIES

Power window motors, power regulators, keyless entry system, door control module, power door lock actuators and switches, power seat motors, power antenna, electronic trunk release actuators, exterior mirror motors, sunroof motor and convertible top motors.

5.14. SELECT INTERIOR / EXTERIOR

Air bag gas cylinder, speedometer head/cable, seat tracks, shift lever, blower motor fan, bumper energy absorber, door hinges, locks and latches, hood hinges and latches, glove box hinges, latches and locks and ignition lock and cylinder.

5.15. GPS NAVIGATION SYSTEM

Navigation display unit, navigation control module and navigation system wiring harness.

5.16. VEHICLE SAFETY PACKAGE

Airbag module assembly, diagnostic module assembly (Airbag), door ajar warning switch assembly, guides, bezels, brackets and supports (Safety Belts/Shoulder Straps), head restraint retainers and sleeves (Safety Belt), safety belt buckle (Front and Rear), safety belt motor drive assembly, safety belt restraint carrier, safety belt retractors, safety belt track assembly, safety belt warning chime assembly, sensors (Airbag), shoulder strap track assembly, wiring assembly (Airbag).

5.17. AUDIO / VIDEO ACCESSORIES

Factory installed stereos, magnetic tape player, CD players, headphone controls, VCR, DVD player and TV.

5.18. POWERTRAIN PLUS PACKAGE

Water pump, starter motor and solenoid, alternator and voltage regulator, CV Joints, axle shafts and drive shafts.

5.19. SUPPLEMENTARY PARTS

- **ENGINE PARTS:** Water pump, motor mounts & torque struts, oil pan, harmonic balancer and pulley, intake and exhaust manifolds, timing chain tensioner or timing belt tensioner, dipstick and tube, oil pressure sending unit and temperature gauge sending unit.

- **TRANSMISSION / TRANSAXLE:** Flexplate, flywheel, ring gears, mounts, axle shafts, drive shafts, CV joints and universal joints.

- **TRANSFER CASE:** Mounts.

5.20. SEALS & GASKETS

All seals & gaskets used to obtain fluid & lubricants within the covered parts including Cylinder Head Gasket(s), intake and exhaust manifold gasket(s).

5.21. HEAD GASKET: Cylinder head gasket(s).

5.22. RENTAL CAR

In the event of a breakdown or failure of a covered part under this contract we will reimburse you for a rental car to a maximum of \$40 (forty) Canadian dollars per each 8 hours of repair time according to the Mitchell labor guide to a maximum of \$240 (two hundred and forty) Canadian dollars for the total term of this contract. Valid original receipts must be submitted within 15 days of the occurrence in order to receive reimbursement.

5.23. 1ST. YEAR UNLIMITED MILEAGE

No mileage restriction for up to a maximum of 12 months from the purchase or lease date of the covered vehicle.

5.24. ROADSIDE ASSISTANCE

We will reimburse you for up to \$50 (fifty) Canadian dollars per occurrence to a maximum of \$300 (three hundred) Canadian Dollars for the total term of this contract for any **A)** Winching service for a disabled covered vehicle stuck in snow, mud or off the road, **B)** Battery boosting, **C)** Emergency fuel delivery service, **D)** Flat tire service, **E)** Vehicle entry service (locks/mis services). Valid original receipts must be submitted within 15 days of the occurrence in order to receive reimbursement.

5.25. TOWING ALLOWANCE

We will reimburse you for towing charges of up to \$50 (fifty) Canadian dollars per occurrence if the breakdown is covered under this contract. Valid original receipts must be submitted within 15 days of the occurrence in order to receive reimbursement.

5.26. TRAVEL & HOTEL ALLOWANCE

We will reimburse you to a maximum of \$75 (seventy five) Canadian dollars per day to a maximum of \$450 (four hundred and fifty) Canadian dollars for the total term of this contract if the breakdown is covered under this Contract, while traveling and that you are more than 150 kilometers (one way) from your residence and the labor time exceeds 8 hours according to the Mitchell labor guide and requires that the covered vehicle be kept in the repair facility overnight. Expenses can include costs for lodging, meals, phone calls and alternate transportation. Valid original receipts must be submitted within 15 days of the occurrence in order to receive reimbursement.

5.27. TURBO & SUPERCHARGER

Housing, waste gate controller, intercooler, hard lines, compressor, clutch and pulley, by-pass valve and ducting. (Excluding seals and gaskets unless the option has been purchased)

5.28. TOTAL TERM UNLTD. MILEAGE

No mileage restriction for the total term of the contract.

5.29. ZERO DEDUCTIBLE

In the event of a breakdown of a covered part under this contract, the deductible will be waived on each and every claim authorized by us for the total term of this contract.

5.30. WARRANTY PREMIUM REFUND

If your vehicle and this contract have been financed and the finance source/lien holder repossesses your vehicle the finance source/lien holder may request a refund for this contract for non-payment on your behalf. We will refund an amount of the premium not exceeding the maximum liability coverage per claim of your warranty contract selected by you and/or the selling dealer on the face of the application form or the actual financed warranty premium amount at the time of warranty purchase whichever is less. Such refund will be according to the pro-rata method reflecting the greater of the days in force or the kilometers driven based on the term of the plan selected and the date coverage begins, less your deductible and a \$75.00 (seventy five) Canadian dollars administrative fee, and less any amounts paid out on this contract. In the event of a refund, the finance source/lien holder, if any, will be named on a refund cheque as their interest may appear. Such refund shall terminate this contract in full.

5.31. LOSS OF EMPLOYMENT

If in the first 12 months from the date of purchase or lease date of the covered vehicle you are unexpectedly laid-off by your employer and you are unable to find employment in the next 31 days after your last day of work, we will pay the finance /lease source your vehicle payment(s) for the second and/or third and/or fourth month (including taxes) up to a maximum of one third of your warranty coverage plan per claim, per payment, not exceeding the maximum liability coverage limit per claim in total, less your deductible, according to the coverage plan chosen on the face of the application form by you and/or the selling dealer. You may qualify to make a claim under this option only one time for the total term of the contract.

To qualify you must submit: **A)** copy of the record of employment provided to you by your employer within 15 days from the date of your last day at work. **B)** Copies of other supporting documents, as they may be required in our sole discretion.

5.32. VEHICLE FINANCE GAP PROTECTION

We will reimburse you according to your warranty coverage plan selected by you and/or the selling dealer on the face of the application form and your maximum liability limit per claim for your deficiency balance between the net pay off of your covered vehicle loan contract at the time of the loss and the amount paid by your covered vehicle primary insurance company after the covered vehicle is deemed a total loss due to any accidental physical damage. Such payment shall terminate this contract in full. To qualify you must submit:

- A)** Copy of the police report filed within 15 days from the date of loss.
- B)** Copy of the insurance claim report filed within 15 days from the date of loss.
- C)** Copy of proof of payment by primary insurance company.



autogard advantage

LIMITED EXTENDED POWERTRAIN WARRANTY
CONTRACT TERMS AND CONDITIONS.
PART 2 OF 2

PART 5. OPTIONS TO BE ADDED

Coverage is available only when the option(s) has been selected and the fee has been paid for at the time of purchase of the covered vehicle and is for both parts and labor and includes only those parts listed all other parts are not covered.

5.33. ADDITIONAL THEFT COVERAGE

In the event that the covered vehicle is stolen and not recovered within 120 days, or is recovered within 120 days but is damaged to the extent it is considered a total loss. We will cover you according to your warranty coverage plan and your maximum liability limit per claim (selected by you and/or the selling dealer on the face of the application form). Such payment shall terminate this contract in full. To qualify you must submit:

- A) A copy of the police report filed within 15 days from the date of loss.
- B) Copy of the insurance claim report filed within 15 days from the date of loss.
- C) Copy of proof of payment by primary insurance company.

5.34. AUTO COLLISION DEDUCTIBLE

In the event that the covered vehicle is involved in an accident, we will reimburse you according to your warranty coverage plan, your primary's insurance auto collision deductible up to a maximum of \$1000 (one thousand) Canadian dollars. You may qualify to make a claim under this option only once per calendar year and not less than 365 days apart from the previous claim date. To qualify you must submit:

- A) A copy of the police report filed within 15 days from the date of loss.
- B) Copy of the insurance claim report filed within 15 days from the date of loss.
- C) Copy of proof of payment by primary insurance company.

5.35. \$50 and \$90 DEDUCTIBLE PER CLAIM

In the event of a breakdown of a covered part under this contract, the deductible will be reduced to either \$50 (fifty) or \$90 (ninety) Canadian dollars on each and every claim authorized by us for the total term of this contract respectively.

5.36. \$5000.00 LIABILITY PER CLAIM

In the event of a breakdown or failure of a covered part under this contract your liability coverage will be increased to \$5000.00 (five thousand) Canadian dollars per claim respectively.

5.37. ADDITIONAL TERM & MILEAGE

This option guarantees you, to renew your existing warranty coverage for an additional term(s) of the same warranty coverage plan excluding any and all additional options listed under part 5 (unless the cost of each individual option has been paid in full at the time of renewal for each and every term thereafter).

5.38. EXTRA PROTECTION PACK

- Available only with Basic 600*, Basic 800*, Basic 1000*, Standard 1400* and Premium 1900* warranty plans.

-The contract term: 3 months or 5,000 km, 6 month or 6,000 km, 9 month or 9,000 km, 12 month or 12,000 km, whichever comes first from the purchase or lease date of the covered vehicle. *The maximum liability per claim in Canadian dollars is according to your warranty plan as selected by you and/or the selling dealer on the face of the application form under parts 2 and part3.

- Parts covered are listed in part 5.3, 4, 5, 6, 7, 8, 9 as individually selected on the face of the application form.

- Zero deductible option, \$50 (fifty) Canadian dollars deductible option and \$90 (ninety) Canadian dollars deductible option are all excluded from any Extra Protection Pack term.

PART 6. YOUR MAINTENANCE OBLIGATIONS

6.1. You must maintain the covered vehicle by performing an engine oil and oil filter change every 3 months or 5,000 km, whichever occurs first from the purchase or lease date of the covered vehicle, by completing at your own expense at any licensed service facility.

6.2. You must also, maintain the covered vehicle in accordance with your vehicles manufacturer recommended maintenance and service schedule.

6.3. When the covered vehicle odometer reading is more than 100,000 km. at the time of purchase or lease date of the covered vehicle you must inspect the timing belt at a licensed service center of your choice and if necessary to replace the timing belt as per the service center recommendation at your own expense. This inspection/replacement must be done within 3 months or 5,000 km (whichever occurs first) of purchase or lease date of the covered vehicle. **You must also obtain a written inspection receipt from the service center at the time of inspection. You're required to present the inspection receipt to us at the time of claim.**

6.4. All maintenance services must be completed within 28 days and/or 1000 kilometers of when it is due without an exception.

6.5. Do-it-Yourself oil changes and/or maintenance are not acceptable as proof of maintenance.

6.6. You must keep all original maintenance and/or repair(s) receipts. We reserve the right to see all maintenance and/or repair receipts before any claims being made here under.

6.7. In the event of poor maintenance, when a claim is being made hereunder:

- A) We reserves the right to increase the deductible at our own discretion and/or
- B) Deny the claim completely without any further liabilities towards that claim to you and/or
- C) Cancel the contract without any refund regardless of the nature of the claim and that you are duly responsible to complete the present and any future repair(s) at your own expense.

PART 7. HOW TO MAKE A CLAIM

7.1. Contact us during the hours of 9:00 am to 5:00 pm eastern time Monday to Friday (except holidays) Toll-Free in Canada / U.S. at 1.888.666.8579 to report your claim.

7.2. You may contact our office for help locating a preferred service center close to you. You must take your vehicle to one of our preferred service centers if we have one available for you within 50 kilometers radius of where the vehicle is located and/or your location.

If we are unable to provide you with a preferred service center within 50 kilometers radius of where the vehicle is located and/or your location, you may take your vehicle to a licensed service facility of your choice.

7.3. In some cases you may need to authorize the repair facility to inspect and/or teardown your vehicle in order to determine the cause and cost of the repair.

7.3.1. Regardless of which service center your vehicle is at (a preferred service center referred by us or at a service center of your choice) please obtain an estimate for diagnostic and teardown charges prior to signing a work order form, as you are responsible for all teardown and diagnostic charges plus any vehicle inspection and examination fee (refer to part 10.5) regardless of the status of your claim.

7.3.2. We will not be able to process your claim without a proper and complete diagnostic report and estimate of repair.

7.3.3. Do not authorize any teardown without our prior authorization, as your claim will be denied according to terms and conditions parts 10.5, 11.1 & 11.2.

7.4. Once we receive the diagnostic(s) and the estimate of repair(s), and we're satisfied that you have complied and met all terms and conditions of the contract, we will then determine if the claim is approved or denied. If the claim has been approved, we will then issue an authorization number to you and/or the service center to proceed with repair(s).

7.4.1. You must complete the necessary repairs to the covered part of the covered vehicle within 15 days once your claim has been approved or denied and submit a copy of the repair invoice to us within 15 days. Failure to do so may result in non-valid past, present and future claims towards that covered part and/or any other related covered or non-covered part of the covered vehicle.

7.4.2. At our sole discretion the costs for the repair(s) and/or replacement of the covered part(s) under this contract will not exceed the amount that we would have had to pay at one of our preferred service facilities.

7.4.3. We reserve the right to ownership of all covered replaced part(s) of the covered vehicle.

7.4.4. We reserve the right to refuse any repair estimate judged unreasonable in our sole opinion in relation to other alternatives.

7.4.5. We reserve the right to cap the service centers hourly labor rate so that it does not exceed the amount that we would have had to pay at one of our preferred service facilities. We also reserve the right to cap the labor time based on the actual Mitchell and/or AllData warranty labor guideline time.

7.5. We will then pay our preferred service center directly according to your selected warranty coverage plan and option(s) less your deductible (if any), inspection fee, examination fee, claim processing fee and all other miscellaneous items as mentioned in part 10.5, 10.8 In the event and where this is not practical, you must first pay for the repair(s), and then we will reimburse you within 45 business days providing that:

7.5.1. You have obtained prior approval and authorization number.

7.5.2. You have submitted the following within 15 days of completion of the repairs in order to receive reimbursement.

- A copy of the original itemized invoice and proof of payment.
Cash payments are not considered as proof of payment and therefore you do not qualify for reimbursement regardless of the nature and the status of your claim.
- A copy of vehicle ownership and bill of sale.
- Copies of all the maintenance and services receipts done on the covered vehicle before the date that you have made a claim hereunder.
- Copies of all other necessary supporting documents as they may be required at our sole discretion.

PART 8. DEDUCTIBLES

In the event of a breakdown expressly covered under this contract, you are required to pay a deductible per each failed covered part as follows:

A) The first \$50 (fifty) Canadian dollars from the maximum liability coverage per claim for any Basic 600* (if Extra Protection Pack has been added to this warranty plan the deductible will increase to \$150 (one hundred and fifty) Canadian dollars respectively. B) The first \$150 (one hundred and fifty) Canadian dollars from the maximum liability coverage per claim for any Basic 800*. C) The first \$250 (two hundred and fifty) Canadian dollars from the maximum liability coverage per claim for any Basic 1000*, Standard 1400*, Premium 1900*, Extra Value 3000*, XP Superior Plus*, XP Ultimate Plus* and XP Gold Seal Plus*, Factory Warranty Extended Coverage Plus*. D) The first \$250 (two hundred and fifty) Canadian dollars from the maximum liability coverage per claim for any Powertrain + Seals and Gaskets* and Powertrain + Seals and Gaskets with Powertrain Plus Package*. E) The first \$150 (one hundred and fifty) Canadian dollars for any UPGRADE PACKAGE added to Basic 600*, 800* and 1000* plans. F) The first \$250 (two hundred and fifty) Canadian dollars for any UPGRADE PACKAGE added to Standard 1400*, Premium 1900* plans. G) The deductible in Canadian dollars as indicated by you and/or the selling dealer on the face of the application form will be deducted from the maximum liability coverage per claim as indicated by you and/or the selling dealer on the face of the application form for any Flexible Plan.

In all cases, you will be responsible to pay for any and all fluids, shop supplies, diagnostic & teardown charges, electronic computerized scan charges, machine shop, non-covered parts and labor, alignment, storage and all other items not covered under this contract. There is no deductible for towing, rental car, travel and hotel allowance and roadside assistance.

PART 9. MAXIMUM LIABILITY LIMITS

With respect to each individual claim being made hereunder this contract, our maximum liability limit per individual claim shall be as indicated by you and/or the dealer on the face of the application form (refer to part 3). The maximum liability for the total term of this contract shall be limited to the purchase price of the covered vehicle excluding all taxes.

PART 10. GENERAL PROVISIONS

10.1. COMMENCEMENT AND EXPIRY DATE

The warranty coverage described above on part 2 of this contract and selected on the face of the application form shall commence on the date of sale or lease date of the covered vehicle, with the then current odometer reading and shall expire when the stipulated time period has ended or when the covered vehicle has traveled the stipulated kilometers or when the maximum liability limit has been paid, whichever occurs first.

10.2. RENEWAL

This contract may be renewed upon the expiration of the agreed upon terms of this contract for further period at our then current contract fee, and subject to the terms and conditions of our then current contract. We also reserve the right to have a vehicle inspection report done at your expense and to refuse any renewal at our sole opinion.

10.3. TRANSFER

This contract may be assigned or transferred to a new owner of the covered vehicle only within the first 36 month of purchase or lease date of the covered vehicle provided that the current warranty holder is in strict compliance with all terms and conditions contained in this contract and has paid a transfer fee of \$75 (seventy five) Canadian dollars plus all applicable taxes in certified funds. We also reserve the right to have a vehicle inspection report done at your expense and to refuse any vehicle transfer's at our own sole opinion. This contract cannot be transferred if the title transfer of your vehicle passes through an entity other than the subsequent buyer, or your vehicle is sold, returned or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles.

10.4. CANCELLATION

10.4.1. You may cancel this contract for a full refund only through the selling dealer by notifying us, and the selling dealer in writing within 10 days of the purchase or lease date of the covered vehicle condition upon no claims having been made under this contract. Subject to a \$75 (seventy five) Canadian dollars cancellation fee. Signature validation may be required.

10.4.2. We may cancel this contract if it appears that one of the following has occurred: fraud, material misrepresentation, improper use of the covered vehicle, non-payment of the fee within 14 days of the purchase or lease date of the covered vehicle by you and/or the selling dealer or if in our sole opinion it appears that this is the only way to settle the situation, subject to less any claims cost that have been paid and less a \$75 (seventy five) Canadian dollars cancellation fee. Such refund shall terminate this contract in full.

10.4.3. If your vehicle and this contract have been financed, the lien holder may cancel this contract if your vehicle is declared a total loss, is repossessed or for non-payment. We will refund an amount of the warranty contract charge according to the premium paid to us by the original selling dealer and not the actual financial and/or purchased amount of the warranty contract at the time of purchasing the warranty coverage. Such refund will be according to the pro-rata method reflecting the greater of the days in force or the kilometers driven based on the term of the plan selected and the date coverage begins, less a \$75.00 (seventy five) Canadian dollars administrative fee, and less any amounts paid out on this contract. In the event of cancellation, the lien holder, if any, will be named on a cancellation refund cheque as their interest may appear.

10.5. VEHICLE INSPECTION, EXAMINATION AND CLAIM PROCESSING

We reserve the right to inspect any covered vehicle once a claim is made hereunder prior to any repairs and/or teardown in order to validate the claim. We also reserve the right to examine any covered vehicle within 30 days after the completion of the repairs prior to any claim reimbursement and/or payment in order to validate the authorized repairs. Such inspection and/or examination will be conducted by one of our authorized inspectors and/or vehicle examination and inspection facilities at a charge of \$75 (seventy five) Canadian dollars to you the warranty holder for each one, plus a \$50 (fifty) Canadian dollars claim processing fee, for any approved claim being made hereunder.

10.6. U.S. COVERAGE

We will reimburse you in Canadian funds for the costs (according to the coverage plan and options chosen on the face of the application form), less any applicable deductible and miscellaneous items incurred to repair the covered vehicle if the

breakdown to the covered vehicle is covered under this contract while traveling anywhere within the United States. It is hereby agreed on that, only repairs performed by the covered vehicle manufacturer's are subject to reimbursement. Prior approval must be obtained and valid original receipts must be submitted within 15 days of the occurrence to receive reimbursement.

10.7. STORAGE

In the event that the covered vehicle is put into storage or out of service for any extended period, such that it prohibits adherence to the maintenance schedule, we must be contacted immediately for revised maintenance requirements. Failure to do so prior to storage date may void your warranty. Time vehicle spent in storage cannot be used to extend the warranty period.

10.8. ACTIVATION FEE

10.8.1. The warranty holder and not the selling dealer must activate this warranty application form within 14 days of the purchase date.

10.8.2. **When and where it's applicable the onetime non-refundable activation fee of no less than \$35 (thirty five) Canadian dollars plus all applicable taxes (which is subject to change without notice) is solely the responsibility of the warranty holder and not the selling dealer.**

10.8.3. If the warranty has not been activated within 14 days and the applicable one time activation fee has not been paid within 14 days of purchase or lease date of the covered vehicle by the warranty holder a late payment fee of \$25 dollars plus all applicable taxes will be added to the original activation fee.

PART 11. STANDARD COVERAGE EXCLUSIONS

Coverage under this contract does not cover expenses arising out of, and/or any breakdowns caused by and/or due to:

11.1. Any repairs made without our prior approval and authorization number.

11.2. Claim procedures not followed as required in part 7 herein.

11.3. Any breakdowns and/or failure caused by a defect that the manufacturer has publicly or otherwise announced it would correct and has not been done.

11.4. All seals and gaskets containing fluid and lubricants within the engine, transmission, differential / transaxle, air conditioning, auxiliary differential, transfer case and turbo / super charger. (Except when the seals and gaskets option has been purchased)

11.5. Any loss to you because the covered vehicle has a breakdown, except provided under this contract, including towing, car rental, substitute transportation and trip & hotel accommodation charges.

11.6. Problems and/or conditions existing prior to the purchase or lease date of the covered vehicle, which are normally covered by this contract.

(Any breakdowns and/or failure within 15 days and/or 500 km. from the warranty purchase or vehicle delivery date and from the current odometer reading at the time of warranty purchase or delivery date is considered a pre-existing problem and is not covered under this contract)

11.7. Damaged caused and/or contributed to or by your failure to use all reasonable means to protect the covered vehicle from further damage following a breakdown.

11.8. Vehicle odometer reading has been altered so as to show an incorrect odometer reading, or if an inoperable odometer is not repaired by you immediately. (Valid receipts required)

11.9. Any adjustment, alignment, tune-up, solenoids and solenoids related damage and/or failure, machine shop, hi-tech components (except when the option has been purchased) required as part of a covered repair(s) or necessary to a covered repair.

11.10. Damages caused and/or contributed to by overheating, freezing, loss of coolant and/or lubricants and any loss resulting from the lack of proper and necessary portion of fluids and lubricants.

11.11. Damages caused by failure of deteriorated belts, chains & tensioner(s), including worn out timing belt or chain, timing belt or chain tensioner. (Except when the wear and tear on covered parts option has been purchased)

11.12. Breakdown or Failure of a non-covered part(s). Coverage shall also exclude cost of repair(s) or replacement (including labor) of covered part(s) where their repair(s) and/or replacement are due to a failure of a non covered part(s). If a part(s) is not covered, then the labor to replace or repair the part(s) is not covered nor is the damage to a covered part(s) caused by a non-covered part(s).

11.13. Abuse, neglect, falling objects, theft (except when the option has been purchased), collision, racing, explosion, fire, water, flood, vandalism, rust, corrosion.

11.14. Contamination of fluids, lubricants and fuel.

11.15. Failure of a covered part(s) due to normal wear and tear except when the wear and tear on covered parts option has been purchased:

- Normal wear and tear shall be deemed to include repairs and/or replacement of valves, valve guides and piston rings where the purpose in whole or in part is to raise engine compression where the only condition is high oil consumption and/or low compression.
- Noisy lifters, worn timing belt or chain, burned or worn transmission clutches and bands are also considered to be normal wear and tear.
- Repairs to carbonized or burned valves and/or seized piston rings are also considered to be normal wear and tear.

11.16. Any vehicle used for hire to the public, police or emergency vehicles, snowplowing, taxi, limo, pulling a trailer, daily rentals and courier service.

11.17. Any consequential and/or resulting loss, damaged, injury or death (including any costs or expenses, legal or otherwise relative thereto) of any nature whatsoever, suffered by any person(s), firm or corporation, arising directly or indirectly from any repairs, delays and/or failures to make repairs covered under this contract.

11.18. If at anytime it is determined that the warranty contract was not sold to you on the date and/or the odometer reading indicated on the face of the application form.

11.19. Any loss while a manufacturer or any other warranty other than this warranty contract covers the covered vehicle in full or in part.

11.20. Any loss caused by any vehicle alteration and/or modification not approved by the vehicle manufacturer and us including the installation of any aftermarket non-original parts.

11.21. We shall have no obligations under this contract regardless of the nature of the claim, where you have failed to maintain the covered vehicle in compliance with your maintenance obligations in Part 6 of this contract.

11.22. Any repairs to be carried out not in whole but rather in part as to replace damaged parts of the covered part(s) only. Partial repairs are not covered under this contract.

11.23. Any repairs to be carried out by installing and/or using a used part such as used engine, transmission, transaxle, differential and etc. Used parts are not covered.

11.24. We shall have no obligations under this contract where you have failed to complete the necessary repairs to the covered part of the covered vehicle within 15 days once your claim has been approved or denied.

11.25. We shall have no obligations under this contract regardless of the nature and status (approved or denied) of the claim, where the selling dealer has failed to forward the fee (warranty premium) and the original signed application form to us within 14 days of the purchase or lease date of the covered vehicle, regardless if you, the warranty holder have already activated your contract or not.

11.26. We shall have no obligations under this contract regardless of the nature and status (approved or denied) of the claim, where you and/or the service center and/or the selling dealer have failed to co-operate with us and/or our authorized agents as to complete a vehicle inspection prior to any repairs and/or teardown being done and a vehicle examination to validate the authorized repairs under Part 10.5 of this contract and/or submit to us false information. We reserve the right to deny the claim and/or cancel the warranty contract regardless of the nature and status of the claim and without any premium refund. Such cancellation will release us from any and all past, present and future claims arising from this matter.

This contract shall be binding upon and ensure to the benefits of the heirs, successors, and permitted assigns of Autogard Advantage and you, and shall be governed by the laws of the Province of the Selling Dealer.