

PART ONE: DEFINITIONS

This Agreement contains certain words and terms which, for the purposes of this Policy, have a specific meaning. The following "Definitions" apply to the words and terms used in your Agreement and have the following stated meaning:

"Agreement and/or Policy" means and/or refers to this Vehicle Extended Warranty Service Agreement.

"Authorized Repair Facility" means and/or refers to one of Global's Preferred Repair Centres or a Licenced Repair Facility pre-approved by Global.

"Claim" means and/or refers to all covered costs of mechanical breakdown and/or failure at time of repair visit.

"Commercial Purposes" means and/or refers to any vehicle used for route service, repair or service, job site activities, rental, shuttle, landscaping, taxi, livery, limousine, heavy delivery, courier, public hire, fleet use, snow removal, towing, road repair, construction, hauling farming, ranching, mining, forestry, ambulance, police, emergency service, civil service, driving school, off-road use, racing, or competitive driving as deemed solely by Global Warranty.

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

"Covered Vehicle" means and/or refers to your vehicle described in this Agreement.

"Dealer" means and/or refers to a fully provincially licenced seller of automotive, recreational vehicle, or power sports in the province in which the seller conducts business.

"Deductible" means and/or refers to the first monetary portion of the vehicle repair costs due to mechanical breakdown and/or failure of a covered part under the Agreement.

"Exclusions" means and/or refers to parts/services/benefits/conditions not covered in the Agreement.

"Fee" means and/or refers to the total sum payable by you through the Dealer to Global for this Agreement and shall include ALL applicable surcharges, options and taxes.

"Global" means and/or refers to Global Warranty™ or Global Warranty Corporation where the owner/lessee resides in the Yukon, Northwest and/or Nunavut Territories, the Provinces of Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island or Newfoundland or Global Warranty (West Coast) Corporation where the owner/lessee resides in the Provinces of British Columbia, Alberta or Saskatchewan.

"Light Commercial Purposes" means and/or refers to any vehicle up to a 1,000 kg/1 ton size (max. 5,500 lb load capacity) used for any other Commercial Purpose that does not fall under the "Commercial Purposes" definition as deemed by Global Warranty.

"Limits of Liability" means and/or refers to the maximum limits of any coverage or benefit of your 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 original factory powertrain warranty provided by the manufacturer of the covered vehicle.

"Mechanical Breakdown/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 a Licenced Repair Facility and according to the Current Industry Labour Guide (Global uses Snap-On Shopkey) using new, rebuilt, or parts of like kind and quality, which may from time to time, include serviceable Used parts.

"Repair or Repairs" means and/or refers to the fixing or replacement of covered parts relevant to your covered vehicle.

"Selling Dealer" means and/or refers to the Licenced Vehicle Dealership or Leasing Company where you purchased this Agreement.

"Term" means and/or refers to the length of time and/or kilometers selected by you on this Agreement.

"Wear and Tear" means and/or refers to the gradual reduction of operating performance due to normal usage of a covered part.

"Wholesale 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.

"You, Your" means and/or refers to the applicant (owner, lessee or transferee of the vehicle) in this Agreement.

PART TWO: COVERAGE SECTION

2.1 In return for the payment of a fee by yourself through the Dealer to Global Warranty to purchase this Agreement, and:

- provided that all statements made by you and your Dealer in this Agreement are correct, and

- provided you have complied with all Terms and Conditions contained in this Agreement and the vehicle, subject to all limitations and exclusions Global agrees to pay the reasonable costs for authorized repairs or replacement of covered parts which cause a mechanical breakdown and/or failure.

2.2 You shall indicate in the applicable space on the face of this Agreement the selected Warranty term and options which you desire:

"TEST DRIVE" coverage means: All original factory installed components and systems that were covered during your vehicles original manufacturers full warranty* shall be for the first 90 days of the policy; thereafter for the remaining months, coverage shall be Parts 3.1 to 3.11.

2.3(a) Coverage for Test Drive programs shall begin on the date of sale or lease of your vehicle at the then current odometer reading, and shall end when the stipulated time period has ended or when your covered vehicle has travelled the stipulated kilometers indicated on the face of your Agreement, whichever occurs first.

(b) Coverage for the Test Drive Benefit shall begin on the date of sale or lease of your vehicle at the then current odometer reading and shall end in 90 (ninety) days or 5,000 (five thousand) kilometres, whichever is the lesser.

2.4 Your Agreement shall carry a maximum limit of liability, which shall not exceed the Wholesale Value of your vehicle at the time of a covered breakdown/failure. With respect to each individual claim under your Agreement, Global's maximum liability shall be up to \$3,000 (three thousand) dollars or the Wholesale Value, whichever is the lesser.

2.5 In the event of a covered mechanical breakdown/failure or benefits, you shall pay a Deductible fee of the first \$100 (one hundred) for each repair visit. You shall not pay a Deductible for Towing or Trip Interruption.

PART THREE: COVERED PARTS AND BENEFITS

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, water pump, starter/solenoid, alternator/regulator, & engine wiring harness. Excludes high pressure oil pump.

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, & transmission wiring harness.

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

Excluded: Clutch & all related components, slave cylinder, pressure plate, clutch bearing, external linkages & shifter.

3.3 DIFFERENTIAL

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

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

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

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

3.6 TURBOCHARGER ALL internal parts: housing, waste gate controller, inter cooler, hard lines & bearings.

(Turbo engines must use turbo-rated oil)

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

3.8 TOWING (for mechanical failure) Reimbursement shall be made to you up to a maximum of \$50 (fifty) per occurrence for towing expenses incurred due to a mechanical failure and/or breakdown covered in your Agreement. A valid towing receipt including a valid odometer reading must be submitted.

3.9 TRIP INTERRUPTION Reimbursement shall be made up to \$150 (one hundred and fifty) maximum for the term of the Agreement chosen with a \$50 (fifty) maximum per day for lodging, meals, bus or taxi, if you are more than 150 (one hundred and fifty) kilometers away from home (one way) and a Licensed Repair Facility cannot provide same day/emergency service covered under your Agreement. (Valid receipts must be provided)

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

3.11 WEAR AND TEAR ALL listed part failures caused by Wear and Tear.

3.12 "Test Drive Benefit": During the first 90 (ninety) days and with less than 5,000 (five thousand) kilometres driven from purchase date and beginning odometer reading, you shall be entitled to exchange your current vehicle and receive up to \$3,000 (three thousand) towards the purchase of another vehicle. This benefit is only available from your original Selling Dealer, provided that no claims have been paid during the first 90 (ninety) days.

PART FOUR: YOUR MAINTENANCE OBLIGATIONS

4.1 In order to receive any coverage described and provided for in this Agreement, you must maintain and service the covered vehicle (at a licenced repair/service facility) by completing the following minimum requirements from the date of vehicle purchase or Agreement:

- (1) Change the engine oil and filter on your covered vehicle;
- (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 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 ULTIMATE Test Drive programs.

4.2 The maintenance requirements are: Every 4 (four) months or 8,000 (eight thousand) kilometers whichever occurs first. For Policyholders using Synthetic Oil, the maintenance requirements are 8 (eight) months or 12,000 (twelve thousand) kilometers, whichever occurs first.

4.3 For all Policyholders, maintenance services must be completed within the Grace Period of 30 (thirty) days of due date, or within 1,000 (one thousand) kilometers of the above (whichever occurs first) and you must retain all invoices detailing dates and services completed, with VIN and then odometer readings. Failure to produce such valid invoices, regardless of cause, constitutes non completion of services and shall result in the denial of coverage as you shall be in non-compliance with the Terms and Conditions of your Agreement.

4.4 Failure to adhere to and comply with the obligations set out in 4.1 to 4.4, above, shall result in the denial of coverage and any claim or claims made under this Agreement.

PART FIVE: CLAIMS & PROCEDURES

5.1 In the event of a mechanical breakdown and/or 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 taking reasonable steps to secure timely repairs and/or calling 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 our website at www.globalwarranty.com;
- (c) Give your full name & phone number, current odometer reading on your vehicle, the last six digits of your V.I.N. or the Warranty # as provided on your Warranty Policy Confirmation;
- (d) Global shall direct you to an Authorized Repair Facility. You must give full consent for inspection/teardown to determine the exact cause of the mechanical breakdown and/or failure. Diagnostic/teardown charges or expenses may be your responsibility;
- (e) In the event you have a Claim after our normal business hours, on weekends or holidays, you must: access a list of Preferred Repair Centres at our website, www.globalwarranty.com; make all necessary arrangements; and call Global directly on the first business day following the breakdown/failure and follow (b & c) above;
- (f) Once Global is satisfied that all Terms and Conditions have been met, Global shall determine whether the claim is covered under your Agreement. If coverage is extended, Global shall issue an authorization number to proceed with the repair(s);
- (g) After the repair(s) is/are completed, Global shall pay the Repair Facility directly for covered costs, LESS any applicable charges which are your responsibility including any Deductibles, unauthorized diagnostic fees or charges, consequential repairs or services, miscellaneous items/shop supplies, and all applicable taxes to these items. Note, in the event that circumstances arise where the above procedures are not practical, and repairs must occur at a Non Authorized Repair Facility, Global shall 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 (thirty) days.

Global Warranty 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;
- (d) Ownership of all covered replaced parts of your vehicle.

PART SIX: PARTS AND SERVICES NOT COVERED

This Agreement provides **NO COVERAGE** to you for the following:

- (a) Any Part or Benefit not specifically listed in PART THREE;
- (b) Maintenance services & parts as described in the vehicle

owner's manual for your covered vehicle and other normal maintenance services and parts which include but are not limited to: All filters, distributor cap and rotor, spark plugs/wires, glow plugs, hoses, tubes, belts, brake pads/shoes/rotors/drums, McPherson struts and/or shock absorbers, coil/leaf springs, wiper blades/arms, block heaters, glass, lenses, fuses, light bulbs, wiring (unless specifically listed), exhaust system, tire & rims, batteries & battery cables, 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;

(d) Any items which include but are not limited to: upholstery, convertible tops, plastic/panels or trims, 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: WARRANTY COVERAGE EXCLUSIONS*

This Agreement provides **NO COVERAGE** to you for the following:

- (a) Damage caused by failure to maintain your vehicle or fully adhere to and comply with your Obligations under PART FOUR of this Agreement, maintenance obligations, or any manufacturer suggested service schedules, recommendations, parts replacements; or
- (b) Failure of a non-covered part. Note: Coverage shall also exclude the cost of repairs and replacement of covered parts where their replacement is made 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; or
- (c) Repair or replacement of any part if a mechanical breakdown and/or failure has not occurred; or
- (d) On Powertrain program only: any repair or replacement on any part that the field tolerances have not exceeded the manufacturer's specifications for your covered vehicle; or any part which has not failed but which a repair facility "recommends/requires/suggests" to be repaired/replaced; or
- (e) Any breakdown and/or 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, noises; or
- (f) Any repair or replacement of parts due to carbonized or burnt valves, seized piston rings or resultant breakage; or
- (g) Any damage caused by misuse, abuse, negligence, or failure to immediately protect your covered vehicle from further damage when a breakdown and/or failure has occurred; or failure to maintain proper levels of oil, lubricants, coolants, fluids, and filters; or
- (h) Damage as a result or contributed by the vehicle towing anything weighing more than 1,000 (one thousand) kilograms, unless the vehicle is equipped with a factory installed or authorized tow package; or
- (i) Any problems/conditions existing prior to this Agreement or existing during the Manufacturer's Warranty Term, any breakdown and/or failure covered by any warranty, manufacturer recall or any repairer's guarantee; or
- (j) Any damage if your odometer does not reflect the correct reading, has been altered, broken, disconnected and repairs have not been made; or
- (k) Loss of vehicle use, time, profit, inconvenience, or other incidental or consequential loss that results from a breakdown and/or failure; or
- (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; or

(m) Any breakdown and/or failure caused by contamination or loss of fluids, fuels, coolants, or lubricants; or

(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

(o) Any damage to your 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, snow plow; or

(p) Any repairs made without Global's full authorization regardless of the situation.

PART EIGHT: MISCELLANEOUS PROVISIONS

CANCELLATION: You may cancel your Agreement (providing you submit a written request) through the Selling Dealer within 10 (ten) days of purchase, subject to Global's consent, less any Claims authorized, less an administration fee of \$100 (one hundred), and all applicable taxes, thus causing termination of your Agreement.

REFUND: Your Agreement may only be refunded less an administration fee of \$100 (one hundred) to the lien-holder only, on a pro-rata basis, in the event of a total loss or repossession of your covered vehicle, subject to Global's consent, less any claims authorized, all applicable taxes, and subject to submitting proper documentation to Global.

TRANSFER: You may transfer this Agreement, if active, to an eligible private party to whom the covered vehicle is sold providing all Terms & Conditions and maintenance obligations have been met and subject to Global's consent. You must send Global all maintenance records, a \$100 (one hundred) transfer fee (plus applicable taxes), and the name and address of the new purchaser within fifteen 15 (fifteen) days of a change of ownership. Subsequent transfers are not permitted.

RENEWAL: You may renew this Agreement through the Selling Dealer prior to expiration of coverage at Global's current Price Fees, with eligibility provided by this Agreement subject to Global's guidelines, and provided that you are not in breach of this Agreement, its Terms & Conditions, and you have met and complied with all maintenance obligations under this Agreement. In order to renew, you must send Global all maintenance records for approval, and provide an inspection of your vehicle (if requested) at your expense.

OTHER/MISCELLANEOUS: This Agreement is governed by the laws of the Province of the Selling Dealer and shall be binding upon and ensure to the benefit of the heirs, successors and permitted assigns Global Warranty and you. Global Warranty (West Coast) Corporation ("Global Warranty") is the duly appointed administrator of the Global Warranty Policy ("The Policy") for Fenchurch General Insurance Company. Notice to Global Warranty is hereby deemed to be notice to Fenchurch. The obligations of your Agreement are insured by: Fenchurch General Insurance Company located at Promontory II, 2655 North Sheridan Way, Suite 115, Mississauga, Ontario, Canada, L5K 2P8, under Master Surety Agreement #FG-GW01.