

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 Licensed 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 as described in this Agreement.

"Dealer" means and/or refers to a fully provincially licensed 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 this 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 and Labrador 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 Licensed 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 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.

"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 Coverage for 30/30 Bumper to Bumper program shall begin on the date of sale or lease of your vehicle at the then current odometer reading, and shall end when your covered vehicle has travelled the stipulated kilometers or when the stipulated time period has ended indicated in this Agreement, whichever occurs first.

2.3 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 as indicated by you on the face of your Agreement or the Wholesale Value whichever is the lesser.

2.4 In the event of a covered mechanical breakdown/failure, on the 30/30 Bumper to Bumper program, you shall pay a Deductible fee of the first \$250 (two hundred and fifty). You shall not pay a Deductible for Towing or Trip Interruption.

PART THREE: COVERED PARTS AND BENEFITS

"30/30 Bumper to Bumper Warranty" coverage includes: Parts 3.1 to 3.26 inclusive.*

- 3.1 ALL ENGINE**
- 3.2 ALL TRANSMISSION**
- 3.3 ALL DIFFERENTIAL**
- 3.4 ALL TRANSFER CASE (4X4 & AWD)**
- 3.5 ALL TURBOCHARGER**
- 3.6 ALL SUPERCHARGER**
- 3.7 ALL SEALS AND GASKETS**
- 3.8 ALL WEAR AND TEAR**
- 3.9 ALL DRIVELINE**

- 3.10 ALL BRAKING SYSTEM**
- 3.11 ALL ELECTRICAL SYSTEM**
- 3.12 ALL AIR CONDITIONING**
- 3.13 ALL FUEL AND INJECTION SYSTEMS**
- 3.14 ALL STEERING SYSTEMS**
- 3.15 ALL HEATING & COOLING**
- 3.16 ALL SUSPENSION SYSTEM**
- 3.17 ALL ELECTRONIC HI – TECH**
- 3.18 ALL SENSORS & SWITCHES**
- 3.19 ALL POWER ACCESSORIES**
- 3.20 ALL EMISSIONS**
- 3.21 ALL AIR BAGS**
- 3.22 ALL AUDIO/VIDEO**
- 3.23 ALL HYBRID COMPONENTS***

3.25 DIAGNOSTICS In the event of a covered claim, diagnostics shall be covered at Global's sole discretion, excluding the first hour. (Pre-approval required)

3.26 TOWING (for mechanical failure) Reimbursement shall be made to you up to a maximum of \$100 (one hundred) 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.

3.27 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)

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 Policy, 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 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 (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 30/30 Bumper to Bumper program.

4.2 For the 30/30 Bumper to Bumper Policyholders, the maintenance requirements are: Oil Life Monitor, or 8 (eight) months, or 12,000 (twelve thousand) kilometers, whichever occurs first.

4.3 For Policyholders with Turbocharger engines, turbo-rated oil must be used.

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 Global Warranty Agreement;
- (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, 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) 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, tires & rims, hybrid battery, batteries & battery cables, exhaust system, any fasteners and/or the service operations required.
- (b) Other services, which include but are not limited to:

Adjustments, cleaning, alignments, wheel balancing, tune-ups, retrofits, recalibrations and/or reprogramming, excessive diagnostic charges;

- (c) 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 the 30/30 Bumper to Bumper program: 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 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 manufacturer 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, any mobility assistance/access equipment, snow plow, or accessories; 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 for a \$100 (one hundred) administration fee 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 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 and 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 inure 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.