



GLOBAL WARRANTY®
The ULTIMATE in driving protection

ULTIMATE Test Drive Terms & Conditions

PART ONE: Definitions

The following definitions apply to the words and Terms used in this Agreement and have the following stated meaning:

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

"Authorized Repair Centre" refers to one of Global's Preferred Repair Centres or a Licensed Repair Facility pre-approved by Global.

"Claim" refers to all covered costs of Mechanical Breakdown/Failure at time of repair visit.

"Commercial Purposes" 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.

"Light Commercial Purposes" 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.

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

"Covered Vehicle" refers to Your vehicle described in this Agreement.

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

"Deductible" refers to the amount of money You must pay for vehicle repair costs before coverage of a Claim is paid by Global unless You have selected the zero Deductible option.

"Exclusions" refers to parts/services/benefits/conditions not covered in this Agreement.

"Fee" means 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 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.

"Limits of Liability" refers to the maximum limits of any coverage or benefit of this Agreement, and shall include all applicable taxes.

"Manufacturer Warranty" means the full factory warranty or the original factory powertrain warranty as provided by the manufacturer of the Covered Vehicle.

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

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

"Reasonable Cost" means charges to repair or replace Covered Parts including labour at prevailing labour rates

at a Authorized Repair Centre 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.

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

"Retail Value" means the actual retail cash value as indicated in the current Canadian Black Book at the time of Your repair visit.

"Selling Dealer" means the Licenced Vehicle Dealership or Leasing Company where You purchased this Agreement.

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

"Wear and Tear" means the gradual reduction of operating performance due to normal usage of a Covered Part.

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

PART TWO: Coverage Section

2.1 Subject to the provisions in this Agreement and these Terms and Conditions, Global agrees to pay the Reasonable Costs for authorized repairs or replacement of Covered Parts which cause a Mechanical Breakdown/Failure.

2.2 The face of this Agreement indicates the selected Warranty Term and options at the time of purchase:

"Ultimate Test Drive coverage" refers to ALL original factory installed components and systems that were covered during Your vehicle's original manufacturer's full warranty.

2.2 (a) Coverage for the Ultimate Test Drive program shall begin on the date of sale or lease of Your vehicle at the then current odometer reading, and shall expire 90 days thereafter or 5,000 kilometers, whichever occurs first. If You have purchased any additional Global Warranty automotive coverage that shall commence at the end of 90 days or 5,001 kilometers, whichever occurs first.

(b) Coverage for the "Test Drive Vehicle Exchange Benefit" shall begin on the date of sale or lease of Your vehicle at the then current odometer reading, and shall expire in 90 days or 5,000 kilometers, whichever occurs first. If You decide to return Your vehicle for any reason during the Term above and receive Your vehicle exchange Benefit through the Selling Dealer, coverage shall be concluded for both (a) and (b).

2.3 This Agreement shall carry a maximum limit of liability, which shall not exceed the Retail Value of Your vehicle at the time of a covered breakdown/failure. With respect to each individual Claim under this Agreement, Global's maximum liability shall be up to \$3,000 or the Retail Value, whichever is the lesser. If You purchased any additional Global Warranty automotive coverage that has a greater individual Claim maximum, then that shall apply only in the event of a Mechanical Breakdown/Failure during the first 90 days or 5,000 kilometers, whichever occurs first.

2.4 In the event of a covered Mechanical Breakdown/Failure or benefit, You shall pay a Deductible Fee of the first \$100 for each repair visit. You shall not pay a Deductible for Towing or Trip Interruption.

PART THREE: Covered Parts and Benefits

"Ultimate Test Drive" coverage includes items set out below including 3.1 to 3.4:

ALL ENGINE
ALL TRANSMISSION
ALL DIFFERENTIAL
ALL TRANSFER CASE (4X4 & AWD)
ALL TURBOCHARGER
ALL SUPERCHARGER
ALL SEALS AND GASKETS
ALL WEAR AND TEAR
ALL DRIVELINE
ALL BRAKING SYSTEM
ALL ELECTRICAL SYSTEM
ALL AIR CONDITIONING
ALL FUEL AND INJECTION SYSTEMS
ALL STEERING SYSTEMS
ALL HEATING & COOLING
ALL SUSPENSION SYSTEM
ALL ELECTRONIC HI-TECH
ALL SENSORS & SWITCHES
ALL POWER ACCESSORIES
ALL EMISSIONS
ALL AIR BAGS
ALL AUDIO/VIDEO
ALL HYBRID COMPONENTS

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

3.2 TOWING (for mechanical failure) Reimbursement shall be made to You up to a maximum of \$150 per occurrence for towing expenses incurred due to a Mechanical Failure/Breakdown covered in this Agreement. A valid towing receipt including a valid odometer reading must be submitted.

3.3 TRIP INTERRUPTION Reimbursement shall be made up to \$1,000 maximum for the Term of this Agreement 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 a Authorized Repair Centre cannot provide same day/emergency service covered under this Agreement. Valid receipts must be provided as Global may determine in its discretion.

3.4 "Test Drive Vehicle Exchange Benefit": You shall be entitled to exchange Your current vehicle for any reason, provided it is in good mechanical condition, and shall then receive up to \$3,000 towards the purchase of another vehicle within the first 90 days or 5,000 kilometers, whichever occurs first. This benefit is only available from Your original Selling Dealer, provided that no Mechanical Breakdown/Failure Claims have been paid during the Term of this Agreement.

PART FOUR: Claims and Procedures

4.1 In the event of a Mechanical Breakdown/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 calling for towing;

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- (b) Contact Global's Claims Department directly during regular business hours: Monday-Friday 9:00 AM – 8:00 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 Number as provided on this Global Warranty Agreement;
- (d) Global shall then direct You to an Authorized Repair Centre. You must give full consent for inspection/teardown to determine the exact cause of the Mechanical Breakdown/Failure. 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 vehicle is inoperable please have it towed to the nearest Authorized Repair Centre and call Global directly on the first business day following the Mechanical Breakdown/Failure and follow (b & c) above;
- (f) Once Global is satisfied that all Terms and Conditions have been met, Global shall then proceed to authorize covered repair(s);
- (g) After the repair(s) is/are completed, Global shall pay the Authorized Repair Centre directly for covered repair costs, LESS any applicable charges which are Your responsibility including Deductibles if any, unauthorized 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 or possible, repair(s) must be completed at a Authorized Repair Centre. 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 Centre LESS Your portion, providing prior approval has been obtained and You have submitted the repair invoice within 30 days.

4.2 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 FIVE: Parts And Services Not Covered

5.1 This Agreement provides NO COVERAGE to You for any of 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 fluids, filters, shop supplies, spark plugs/wires, glow plugs, hoses, tubes, belts, brake pads/shoes/rotors/drums, McPherson Struts and/or shock absorbers, coil/leaf springs, 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 & 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;
- (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 SIX: Warranty Coverage Exclusions

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

- (a) Damage caused by failure to maintain Your 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. Note: 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 Breakdown/Failure has not occurred;
- (d) 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 centre "recommends/ requires/suggests" to be repaired/replaced;
- (e) Any Mechanical Breakdown/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 Your covered vehicle from further damage when a Mechanical Breakdown/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's Warranty Term, any Mechanical Breakdown/Failure covered by any warranty, manufacturer recall or any repairer's guarantee;
- (j) Any damage if Your 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 Breakdown/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 Breakdown/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;
- (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 (unless specifically listed); or
- (p) Any repairs made without Global's full authorization regardless of the situation.

PART SEVEN: Miscellaneous Provisions

7.1 CANCELLATION: You may cancel this Agreement (providing You submit a written request) through the Retail Selling Dealer within 10 days of purchase, subject to Global's consent, less any Claims authorized, less an administration Fee of \$100, and all applicable taxes.

7.2 TOTAL LOSS/REPOSSESSION REFUND: This Agreement may only be refunded (upon payment of a \$100 administration Fee) to the lien-holder only, on a risk ratio pro-rated 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.

7.3 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.

7.4 GOVERNING LAW: This Agreement is governed by the laws of the Province of the Selling Dealer and shall be binding upon and enure to the benefit of the heirs, successors and permitted assigns of Global Warranty and You. Notice to Global Warranty is hereby deemed to be notice to Fenchurch. The obligations of this 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.