

## VEHICLE SERVICE CONTRACT

This Vehicle Service Contract together with the completed Registration Page and Schedule of Coverages complete this Contract.

### DEFINITIONS

The following definitions apply to words used frequently in this **Vehicle Service Contract** and appear in **Bold Faced Type**:

**Administrator** - Means the **Administrator** as printed on the **Registration Page**.

**Breakdown** - Means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. A gradual reduction in a part's operating performance will not be considered a **Breakdown**, including but not limited to: vibrations; noises including squeaks, rattles, whines or groans.

**Contract** - Means the Vehicle Service Contract which **You** have purchased from **Us** to protect **Your Vehicle**.

**Coverage** - Means the protection **You** have selected, as shown in the Coverage Information section on the **Registration Page**, which applies to **Your Vehicle**.

**Deductible** - Means the amount **You** are required to pay, as shown on the **Registration Page**, per repair visit. Once a part is required or replaced under the terms of this **Contract**, there will be no **Deductible** for future repairs to that specific part. Should a covered **Breakdown** take more than one visit to repair, only one **Deductible** will apply for that **Breakdown**.

**Issuing Dealer** - Means the company as described on the **Registration Page** who sold **You** this **Contract** for **Your Vehicle**.

**Lienholder** - Means the person or company that has advanced the money for the purchase of this **Contract**. The **Lienholder** shall be named on any refund cheque as their interest may appear.

**Manufacturer** - Means the company that built **Your Vehicle** as shown on the **Registration Page**. **You** will be responsible to follow all recommended maintenance and usage instructions outlined in the Owner's Manual provided by the **Manufacturer** for **Your Vehicle**.

**Registration Page** - Means the numbered document which must be attached to and forms part of this **Contract**. It lists information regarding **You**, **Your Vehicle**, **Coverage** selected, and other vital information.

**Schedule of Coverages** - Means the document which must be attached to and forms part of this **Contract**. It lists the **Coverages** provided to **You** for **Your Vehicle** under this **Contract**. If not attached, immediately call the **Administrator**.

**We, Us, Our** - Means Omni Warranty Corp. who is obligated to perform under this **Contract**. **You** can reach **Us** at R142-757 West Hastings Street, Suite 617, Vancouver, British Columbia, V6C 1A1. Phone: 1-866-287-6218 Fax: 1-866-287-6201

**You, Your, Contract Holder** - Means the Registrant(s) as shown on the **Registration Page** (the purchaser or lessee of the described vehicle) or the person to whom this **Contract** was transferred under the transfer provisions of this **Contract**.

**Your Vehicle** - Means the vehicle which is described on the attached **Registration Page**.

### GENERAL PROVISIONS

This **CONTRACT** is between **US** and **YOU**, and is subject to all the terms and conditions contained herein.

#### 1. CONTRACT PERIOD

This **Contract** begins on the Contract Purchase Date and will expire according to the time and/or kilometres (whichever occurs first), as shown on the **Registration Page**. This **Contract** expiration is measured in time/kilometres from the Contract Purchase Date and odometer reading (at Contract Purchase Date).

#### 2. COVERAGE

Coverage for **Your Vehicle** is provided as shown on the **Registration Page**, and more fully described within the **Schedule of Coverages**. The Coverage Information section of the **Registration Page** specifically identifies the Term, Maximum Benefit, **Coverage** and **Deductible** options **You** have selected for **Your Vehicle**. No **Coverage** is afforded for any **Breakdown** which existed or can be reasonably assumed to have existed prior to the Contract Purchase Date.

#### 3. LIMITS OF LIABILITY

- a. **Per Repair Visit** - Our liability for any one (1) repair visit shall in no event exceed the lesser of a) the amount indicated on the option selected by **You** (Maximum Benefit) on the **Registration Page** or b) the actual wholesale cash value of **Your Vehicle**, as determined by the current edition of Black Book™ (or its similar equivalent at discretion of the **Administrator**) at the time of such repair visit.
- b. **Aggregate** - The total of all benefits paid or payable while this **Contract** is in force shall not exceed the Vehicle Purchase Price **You** paid for **Your Vehicle** (excluding tax, title, license fees, or any other accessories, products or service fees) as shown on the **Registration Page**.

#### 4. DEDUCTIBLE

In the event of a **Breakdown** covered by this **Contract**, **You** may be required to pay a **Deductible(s)**. To determine if a **Deductible(s)** applies, and if so, the amount, please see the **Deductible** amount stipulated in the Coverage Information section shown on the **Registration Page**. A **Deductible** payment is only required for mechanical breakdown coverages that are listed in the **Schedule of Coverages**. **You** will be required to pay any applicable taxes on any applied **Deductible(s)**.

#### 5. TERRITORY

This **Contract** applies to **Breakdowns** that occur, and repairs made within, Canada and the United States of America (excluding Hawaii).

#### 6. WHAT IS NOT COVERED - This **Contract** does not provide coverage:

- a. For repairs to **Your Vehicle** when the **Breakdown** or condition existed prior to the commencement of this **Contract**.
- b. For any part not specifically listed in the **Schedule of Coverages**, including but not limited to any of the following parts: Shock Absorbers, Struts and Strut Mounts, Standard Transmission Clutch Assembly, Friction Clutch Disc and Pressure Plate, Throw Out Bearing, Manual Linkages, Distributor Cap and Rotor, Safety Restraint Systems, Glass, Lenses, Sealed Beams, Light Bulbs, Fuses, Cellular Phones, DVD Players, Electronic Transmitting Devices, Brake Rotors and Drums, Exhaust and Emission Systems, Batteries, Weather Strips, Trim Items, Moldings, Bright Metal, Chrome, Upholstery and Carpet, Paint, Outside Ornamentation, Bumpers, Body Sheet Metal and Panels, Frame and Structural Body Parts, Tires and Wheels and/or Rims, Software, Shop Supplies.
- c. For maintenance services and parts described in **Your Vehicle's** Owner's Manual as supplied by the **Manufacturer** and other normal maintenance services and parts which include, but are not limited to: Alignments, Wheel Balancing, Tune-Ups, Spark Plugs, Spark Plug Wires, Glow Plugs, Hoses (except steering and air conditioning), Belts (including Timing Belt), Brake Pads, Brake Linings/Shoes, and Wiper Blades. Filters, Lubricants, Coolants, Fluids and Refrigerants will be covered only if replacement is required in connection with a covered **Breakdown**.
- d. For any **Breakdown** caused by collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, freezing, rust or corrosion, windstorm, hail, water or floods, salt, environmental damage, contamination of fluids, coolants or lubricants.
- e. For any **Breakdown** caused by misuse, abuse, negligence, lack of normal maintenance required by the **Manufacturer's** maintenance schedule for **Your Vehicle**, or improper servicing after the Contract Purchase Date. For any **Breakdown** caused by the failure to maintain proper levels of lubricants and/or coolants, or failure to protect **Your Vehicle** from further damage when a **Breakdown** has occurred.

- f. For any Breakdown if Your Vehicle has been used for racing or other forms of competitive driving, plowing snow, or for towing unless Your Vehicle is equipped with a Manufacturer installed or Manufacturer authorized tow package.
- g. For any repair or replacement of any covered part if a Breakdown has not occurred, or if the wear on that part has not exceeded the field tolerances allowed by the Manufacturer.
- h. If You are using or have used Your Vehicle in a manner not recommended by the Manufacturer, or if any alterations have been made to Your Vehicle, including but not limited to, the failure of any custom or add-on part which is non-OEM (Original Equipment Manufacturer), all frame or suspension modifications, lift kits, oversized/undersized tires, emissions and/or exhaust systems modifications, or engine modifications.
- i. If Your odometer has ceased to operate and odometer repairs have not been made immediately, or the odometer has been altered in any way since You have had title to Your Vehicle.
- j. For any liability for property damage, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle described in this Contract, whether or not related to the parts covered. For loss of use, time, profit, inconvenience, or any other consequential loss (except as may otherwise be provided under the Schedule of Coverages) that results from a Breakdown, or any subsequent damage that results from a Breakdown.
- k. When the responsibility for the repair is covered by any other insurance policy, or any warranty from the Manufacturer or parts distributor, such as extended drive train, major component or full coverage warranties (regardless of the remaining Manufacturer's warranty when You purchased this Contract), or a repairer's guarantee/warranty. In such event there is no coverage under this Contract regardless of whether the said policy, warranty or guarantee is honoured by the provider thereof. Further, Coverage under this Contract is similarly limited in the event of a Breakdown if the Manufacturer has announced its responsibility through any means, including but not limited to, public recalls and Manufacturer service bulletins.
- l. For vehicles used for any of the following purposes are not eligible for coverage: rental, police or emergency use, road repair operations, hauling, driving school, route work, vehicles used primarily off road, taxi or public hire, job site activity, courier or delivery, snow removal, construction, limousine or shuttle.
- m. For any Breakdown that is not reported within seven (7) days of its occurrence, or if the information provided by You, or the repair facility, cannot be verified as accurate.
- n. For any Breakdown when the Vehicle Purchase Date (as shown on the Registration Page) differs from the Contract Purchase Date (as shown on the Registration Page). This exclusion is waived when Your Vehicle has passed an official vehicle inspection conducted by Your Issuing Dealer and submitted to the Administrator at the time of Contract purchase.
- o. If Your Vehicle is not insured by a chartered insurance company in Canada at the time in which Your Vehicle incurs a Breakdown or if You are not a Canadian resident or Your Vehicle is being used more than one hundred eighty (180) days a year outside of Canada.

## 7. MAINTENANCE REQUIREMENTS

- a. You must have Your Vehicle checked and serviced in accordance with the Manufacturer's recommendations, as outlined in the Owner's Manual for Your Vehicle. Your Vehicle's Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your conditions. Failure to follow the Manufacturer's recommendations that apply to Your specific conditions will result in the denial of Coverage.
- b. It is required that verifiable receipts be retained for all service work. Service work must be performed by Your Issuing Dealer or a licenced repair facility. You may not conduct Your own service work.

## 8. TRANSFER OF YOUR CONTRACT

- a. You may transfer Your Contract to someone to whom You sell or otherwise transfer Your Vehicle while this Contract is still in force. This can be done only if the transfer request is made within thirty (30) days of the sale or transfer of Your Vehicle and the one hundred dollar (\$100) transfer fee (plus applicable taxes) is paid. This Contract cannot be transferred if the title transfer of Your Vehicle passes through an entity other than the subsequent private purchaser, or Your Vehicle is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. This Contract can only be transferred by the original Contract Holder.
- b. The following must be submitted to the Administrator within thirty (30) days of the change of ownership to a subsequent private purchaser:
  - \* A copy of the official Transfer of Ownership document signed between the parties; and
  - \* Name and address of new owner, date of sale to new owner, current odometer reading at time of transfer; and
  - \* One hundred dollar (\$100) transfer fee (plus applicable taxes) made payable to the Administrator.
- c. Any remaining Manufacturer's warranty must also be transferred at the same time as vehicle ownership transfer. Copies of all maintenance records showing actual service work performed and Manufacturer's warranty must be given to the new owner. These maintenance records must be retained along with similar documentation for future maintenance work which the owner has performed in accordance with the maintenance requirements of this Contract. If necessary, these documents will be verified by the Administrator at the time a claim occurs.
- d. To initiate a transfer request contact the Administrator at 1-866-287-6218.

## 9. CANCELLATION OF YOUR CONTRACT

- a. You may cancel this Contract within thirty (30) days from the Contract Purchase Date. To cancel this Contract You must contact Your Issuing Dealer to obtain a cancellation request form which You must complete, sign, and submit to the Administrator within thirty (30) days from the Contract Purchase Date. We will refund You the amount paid for Your Contract less the amount of any claims We have authorized or paid under Your Contract. **YOU MAY NOT CANCEL THIS CONTRACT AFTER THIRTY (30) DAYS FOLLOWING THE CONTRACT PURCHASE DATE.**
- b. We may cancel this Contract for non-payment of the Contract Price, or for intentional misrepresentation in obtaining this Contract. We may cancel this Contract for intentional misrepresentation in the submission of a claim by You or Your authorized designate. If We cancel this Contract within 30 days from the Contract Purchase Date, We will refund to You the amount paid for Your Contract less the amount of any claims We have authorized or paid under Your Contract. If We cancel this Contract after 30 days from the Contract Purchase Date, We shall refund to You an amount of the Contract Price You paid according to the pro-rata method. The pro-rata refund will be calculated based on the expired portion of Your Contract by time or kilometres, whichever is greater, based upon the Term selected and the date Coverage begins, less a one hundred dollar (\$100) cancellation fee (plus applicable taxes) and less the amount of any claims We have authorized or paid under Your Contract.
- c. The Lienholder may cancel Your Contract at any time due to Your Vehicle being declared a total loss or due to repossession. In the event the Lienholder cancels Your Contract, We will refund to the Lienholder an amount of the Contract Price paid according to the pro-rata method. A pro-rata refund will be calculated based on the expired portion of Your Contract by time or kilometres, whichever is greater, based upon the Term selected and the date Coverage begins. The Lienholder shall have the right to cancel this Contract in the event that at time of request for cancellation they can confirm that they still have an outstanding loan balance for Your Vehicle financing.

## 10. OUR RIGHTS TO RECOVER PAYMENTS

If You have a right to recover against another party for anything We have paid under this Contract, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

## 11. CHANGES

No changes may be made to this Contract unless approved by Us in writing. None of Our representatives have the authority to change or waive any provision of this Contract.

## 12. CONFORMITY TO STATUTE

If the laws in Your Province or Territory are inconsistent with any of the terms or conditions of this Contract, We shall comply with the requirements of Your Province or Territory by endorsement.

## 13. REPRESENTATIONS

By acceptance of this Contract, You agree that the statements and representations on the Registration Page are Yours and that this Contract is issued in reliance upon the truth of those statements.

## 14. PRIVACY OF INFORMATION

We only collect personal information from You that is necessary to determine Your eligibility for Coverage, process Your Contract, handle Your claims and insure Our Coverage with Our underwriters. If You exercise Your right and refuse to provide the required information at the time of registering Your Contract, We will not be able to provide Coverage under the terms of this Contract. Once We have provided confirmation of Coverage to You, You may not withdraw Your consent to provide Your personal information since We may be required to use Your personal information in the normal course of handling Your Contract, such as contacting You in the event of a claim. For more information regarding the privacy of Your information please visit [www.omnicorp.ca/privacy](http://www.omnicorp.ca/privacy).

### CONTRACT HOLDER'S GUIDE TO FILING A CLAIM IF YOUR VEHICLE INCURS A BREAKDOWN, YOU MUST TAKE THE FOLLOWING STEPS TO FILE A CLAIM:

1. **Prevent Further Damage** - Take immediate action to prevent further damage. This Contract will not cover the damage caused by not securing a timely repair of the failed component.
2. **Take Your Vehicle to a Licensed Repair Facility** - It is recommended that You take Your Vehicle to the dealer which has issued Your Contract whenever possible.
3. **Provide The Repair Facility with a copy of Your Contract and/or Your Contract Number.**
4. **Obtain Authorization from the Administrator** - Prior to any repair being made, instruct the repair facility to contact the Administrator to obtain an authorization for the claim. Failure to do so will void Coverage under this Contract.
5. **Authorize Teardown and/or Inspection** - 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. You will be responsible for these charges if the failure is not covered under this Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being made. Labour charges for diagnosis are the responsibility of the Contract Holder, unless specifically listed within a nationally recognized labour guide for covered components.
6. **Review Coverage** - After the Administrator has been contacted, review with the Service Manager what will be covered by this Contract.
7. **Pay any applicable Deductible(s)** - We will reimburse the repair facility or You for the cost of the work performed on Your Vehicle that is covered by this Contract and previously authorized, less the Deductible(s) (if any). Once authorization is obtained, and the repair is completed, all repair orders, documentation and receipts must be submitted to the Administrator within thirty (30) days to be eligible for payment.
8. **Emergency Repairs** - Should an emergency Breakdown occur which requires a repair to be made at a time when the Administrator's office is closed, You must contact the Administrator's office within the next available business day of the date of repair to determine if such a repair will be covered by this Contract. If covered, We will pay for the repair less any applicable Deductible(s).

For Claims Assistance please contact the National Claim Centre at 1-866-287-6200. Unauthorized claims will be denied.

### SCHEDULE OF COVERAGES

We will pay for costs to repair or replace any Breakdown of a part listed in the following component groups, provided such component group was selected as shown on the Registration Page, less any Deductible(s), in accordance with the General Provisions contained in this Contract. Replacement parts may be new, remanufactured, or of like kind and quality at the sole discretion of the Administrator.

#### The following components are covered under SECUREDRIVE® LTD:

- L1. Engine:** Cylinder Block, Cylinder Head(s) and all internally lubricated parts contained within the engine including: Pistons and Wrist Pins; Piston Rings unless solely for the purpose of raising engine compression or reducing oil consumption; Connecting Rod Bearings; Crankshaft Main Bearings; Camshaft; Camshaft Bearings; Cam Followers; Timing Gears, Guides, Tensioners; Rocker Arms; Rocker Shafts; Rocker Bearings; Valve Guides, Valve Lifters, Valve Springs, Valve Seals, Valve Retainers, Valve Seats, Push Rods; Water Pump; Oil Pump and Oil Pump Housing; Harmonic Balancer; Timing Chain Cover; Intake Manifold; Valve Covers; Engine Mounts; Seals and Gaskets are covered in conjunction with the failure of a listed part only.
- L2. Transmission:** (Automatic or Standard) Transmission Case and all internal parts plus: Torque Converter; Flywheel/Flex Plate; Vacuum Modulator; Electronic Shift Control Unit; Transmission Mounts; Oil Pan; Seals and Gaskets are covered in conjunction with the failure of a listed part only.
- L3. Transfer Case:** Transfer Case and all internal parts; Seals and Gaskets are covered in conjunction with the failure of a listed part only.
- L4. Drive Axle:** (Front and Rear) Drive Axle Cases; all internal parts contained within the Drive Axle; Locking Hubs; Drive Shafts and Yokes; Universal Joints; Centre Support Bearing; Constant Velocity Joints; Wheel Bearings/Hub Assemblies; Axle Bearings; Four-Wheel Drive Actuator; Differential Cover; Seals and Gaskets are covered in conjunction with the failure of a listed part only.

#### OPTIONAL COVERAGE:

In addition to the listed components above, the following optional coverages are provided if You have selected such options in the Coverage Information section on the Registration Page.

#### SEALS AND GASKETS OPTION

All Seals and Gaskets for component groups L1-L4 shall be covered.

#### EXTENDED PACKAGE OPTION

**Steering:** All internal parts contained within the Steering Box or Rack and Pinion Gear; Power Steering Pump; Steering Knuckles; Upper and Lower Steering Column Shafts and Couplings, including Internal Tilt-Wheel Mechanism; Power Cylinder and Pump; Electronic Control Unit/Solenoid; Phase Control Unit; Stepper Motor; Control Valve; Seals and Gaskets.

**Brakes:** Master Cylinder; Power Brake Cylinder; Vacuum Assist Booster; Hydro Boost; Disc Brake Caliper; Wheel Cylinders; Compensating Valve; Hydraulic Control Unit; Electronic Control Processor; Hydraulic Pump/Motor Assembly; Pressure Modulator Valve/Isolation Dump Valve; Accumulator; Seals and Gaskets.

**Electrical:** Alternator; Voltage Regulator; Starter Motor; Starter Solenoid and Starter Drive; Engine Compartment Wiring Harness; Computerized Timing Control Unit; Electronic Ignition Module; Ignition Switch; Front and Rear Window Wiper Motor; Washer Pump and Switch; Stop Lamp Switch; Headlamp Switch; Turn Signal Switch; Multi-function Switch; Heater/A.C. Blower Speed Switch; Manual Heater; A.C. Control Assembly; Horns.

**Air-Conditioner:** Condenser; Compressor; Clutch and Pulley; Air Conditioning Lines and Hoses; Evaporator; Idler Pulley and Idler Pulley Bearing; High/Low Compressor Cut-Off Switch; Expansion Valve; Pressure Cycling Switch; Seals and Gaskets. The following parts are also covered if they are required in connection with the repair of a covered part listed above: Accumulator/Receiver Dryer; Orifice Tube; Oil and Refrigerant.

**Fuel Delivery:** Fuel Pump; Fuel Distributor and Injectors; Vacuum Pump; Metal Fuel Delivery Lines.

## RENTAL & ROADSIDE ASSISTANCE OPTION

### RENTAL VEHICLE BENEFIT

In the event of a Breakdown covered by this Contract, We will pay or reimburse You for receipted expenses to rent a replacement vehicle (from a licensed rental agency or a service loaner vehicle from a licensed repair facility) while Your Vehicle is at a licensed repair facility. Coverage will be provided to You up to a maximum of fifty dollars (\$50), including tax, per day, for each eight (8) labour hours or portion thereof, as determined by a current nationally recognized labour guide, to a maximum of two hundred dollars (\$200) for each repair visit. In addition, a maximum of three (3) days rental Coverage will be provided for an engine or transmission parts delay and a maximum of two (2) days rental Coverage for a vehicle inspection requested by the Administrator.

### ROADSIDE ASSISTANCE BENEFIT

For emergency roadside assistance You must call 1-888-279-1609.

**24 Hour Roadside Assistance Protection:** If Your Vehicle is in need of non-accident related roadside assistance, You must call the toll-free number listed above for service. For the Term of Your Contract, the following benefits are available 24 hours a day, 365 days a year, anywhere in Canada and the United States of America (excluding Hawaii):

- Towing
- Jump Start
- Flat Tire Changes (using customer's inflated spare)
- Vehicle Fuel Delivery (cost of fuel extra - 1 claim per year maximum)
- Lock Out Service (key cutting and replacement extra - 1 claim per year maximum)
- Concierge Service (family notification, reservation changes, ATM locations, etc.)

Only requests for services dispatched through the above listed number will be honoured. A maximum of one hundred dollars (\$100), inclusive of taxes, per occurrence shall apply for each roadside assistance benefit listed. Roadside Assistance Benefit is provided by Emergency Response Marketing Inc.

No Deductible will apply to Rental Vehicle or Roadside Assistance benefits.