

# GuardTree Used Car Warranty Terms and Conditions

## Contents

1.	Introduction .....	2
2.	Changes to this Agreement .....	2
3.	Your Acknowledgements.....	3
3.1.	Eligibility Requirements .....	3
3.2.	Inclusions .....	4
3.3.	Exclusions.....	4
4.	Billing and Cancellation .....	4
4.1.	Billing Cycle .....	4
4.2.	Payment Methods .....	4
4.3.	Updating your Payment Methods .....	5
4.4.	Grace Period .....	5
4.5.	Cancellation .....	5
5.	Privacy .....	6
6.	Customer Support.....	6
7.	Schedules .....	7
A.	What do the capitalized terms mean? .....	7
B.	What steps do You need to take to make a claim under this Vehicle service contract?.....	10
C.	Which Components and Repairs are INCLUDED in Your GuardTree Used Car Warranty? .....	11
D.	Which Components and Repairs are EXCLUDED from Your GuardTree Used Car Warranty? ...	13
E.	What are the Additional Benefits? .....	14
F.	When will Your Vehicle not be eligible for protection? .....	15
G.	What else do you need to know?.....	16

## 1. Introduction

Thank you for choosing GuardTree Used Car Warranty. GuardTree Used Car Warranty is a vehicle service contract that provides protection from mechanical repairs as described in this Agreement.

This Agreement is entered into between You and Us on the Purchase Date, contains the terms and conditions governing the Components and Repairs You may receive if there is a Breakdown of Your Vehicle and when You may otherwise receive Additional Benefits. As part of Your purchase of this GuardTree Used Car Warranty, you have accepted and expressly agreed to be bound by each and every term of this Agreement.

Capitalized terms used in this Agreement are defined in **Schedule "A"** of this Agreement. Protection that You are eligible to receive for Your Vehicle is more particularly described in **Schedule "C"** and **Schedule "E"**.

There are certain reasonable limits on the Components, Repairs and Additional Benefits You may claim under this Agreement. **Please read Schedule "D" carefully** as You will not be eligible to receive Components, Repairs or Additional Benefits in those specific circumstances.

All amounts referred to in this Agreement are all stated in Canadian currency.

## 2. Changes to this Agreement

### General Changes

Occasionally, We may make changes to the Agreement in Our sole discretion, such as adding new features, adjusting the monthly fees or for legal or regulatory reasons. When we make material changes to the Agreement, We will provide You with notice at least 30 days in advance. Your payment at the end of the next billing period after the changes have been made will constitute Your acceptance of the changes. Please therefore make sure You read any such notice carefully. If You do not wish to continue under the terms of the amended Agreement, You may terminate this Agreement directly in Your Account.

### Fee Changes

We may change the monthly subscription fee from time to time. However, any price changes will apply no earlier than 30 days following notice to You. Your payment at the end of the next billing period after the changes to the monthly subscription fee will constitute Your acceptance of those changes.

### 3. Your Acknowledgements

By voluntarily entering into this Agreement, You acknowledge that:

**This agreement is not a replacement for your regular vehicle insurance**

- Your purchase of this Agreement is not a substitute for other protection, including insurance or liability coverage for Your Vehicle. This Agreement is neither insurance nor is it intended to be insurance, and it is not a substitute for and does not provide bodily injury, property damage, liability, or Collision Insurance and does not comply with any law mandating motor vehicle insurance coverage;

**Some claims will need to go through your vehicle manufacturers warranty first**

- if Your Vehicle is covered by an original or extended Manufacturer's warranty at the time the failure occurred, You will not be eligible to make a claim for Components or Repairs until that warranty has expired by time or distance (even if the U.S.A. Manufacturer's warranty will not honour claims made in Canada);

**Some roadside assistance reimbursements will need to go through your manufacturer's warranty first**

- if Your Vehicle is covered by a Manufacturer's roadside assistance plan, You will not be eligible to make a claim for roadside assistance under this Agreement until that Manufacturer's plan has expired by time or distance;
- You will be required to pay the Standard Deductible on any authorized claim;
- if Your Vehicle is, or will be, operated under Light Commercial Use (LCU) during any time within the term of this Agreement, You will be required to pay the greater of the Standard Deductible and the LCU Deductible for any authorized claim. If an authorized claim is solely for Additional Benefits, we will waive the Standard Deductible or LCU Deductible, as applicable; and
- We are relying on the accuracy of the information You provided when We accept this Agreement.

#### 3.1. Eligibility Requirements

You are only eligible for Components, Repairs and Additional Benefits if, at the time of purchase and during the term of this Agreement:

- You are a resident of Ontario;
- Your Vehicle is not used outside of Canada for more than 6 months in any calendar year;
- Your Vehicle is not, and has not been, operated under an Excluded Use;
- You maintain insurance in the Province of Ontario for Your Vehicle with a chartered insurance company in Canada;

- Your Vehicle is maintained by a licensed repair facility, in accordance with the Owner's Manual, including maintenance recommendations based on Your individual driving habits and climate conditions, and you retain, and can provide to the Administrator, all applicable maintenance records as far back as the date of the purchase of the Vehicle; and
- Your vehicle has not been declared a total loss/write-off and has not been reconditioned to meet insurability standards.

### 3.2. Inclusions

You may file a claim for Components, Repairs and/or Additional Benefits by following the process in **Schedule "B"**. If Your claim is authorized, We will pay for or reimburse You for Components, Repairs and Additional Benefits for Your Vehicle, all in accordance with the terms and conditions of this Agreement. Please read the process in **Schedule "B"** carefully as You have a limited timeframe to file a claim for Components, Repairs and Additional Benefits.

If You make an authorized claim for Components, at Our discretion, any replacement Components will be new or remanufactured by the Manufacturer, or of Like Kind and Quality.

### 3.3. Exclusions

There are certain reasonable limits on the Components, Repairs and Additional Benefits You may claim under this Agreement. **Please read Schedule "F" carefully** as You will not be eligible to receive Components, Repairs or Additional Benefits in those specific circumstances.

## 4. Billing and Cancellation

### 4.1. Billing Cycle

The monthly fee for the coverage you are entitled to receive under the terms of this Agreement and any other charges you may incur, such as taxes and transaction fees, will be charged to Your Payment Method on the specific billing date indicated in Your Account. In some cases, your payment date may change, for example if your Payment Method has not successfully settled.

### 4.2. Payment Methods

To be entitled to the coverage under the terms of this Agreement, You must provide one or more Payment Methods. You authorize Us to charge any Payment Method associated to Your Account in case Your primary Payment Method is declined or no longer available to Us for payment of Your subscription fee. You remain responsible for any uncollected amounts. For some Payment Methods, the issuer may charge You certain fees. Local tax charges may vary depending on the Payment Method used. Check with Your Payment Method service provider for details.

#### 4.3. Updating your Payment Methods

You can update Your Payment Methods by going to the "Account" page. We may also update Your Payment Methods using information provided by the payment service providers. Following any update, You authorize us to continue to charge the applicable Payment Method(s).

#### 4.4. Grace Period

If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel Your subscription, You will have 21 days to provide a valid Payment Method. During this period of time, also defined as Grace Period, the Agreement will remain in effect. If a payment is settled during the Grace Period, the Agreement will continue to be effective and the original billing cycle will continue. If a Breakdown occurs during the Grace period, a claim will be processed only once Your Account is in good standing and all outstanding payments have been made.

#### 4.5. Cancellation

You can cancel Your subscription to the coverage under this Agreement at any time, and You will continue to be covered under the terms of this Agreement through the end of the period for which You have paid. To the extent permitted by the applicable law, payments are non-refundable and We do not provide refunds or credits for any payments made. To cancel, go to Your Account page and follow the instructions for cancellation. To see when your billing period ends, click "Billing details" on Your Account page.

This Agreement will no longer be in effect if any of the following event occurs:

1. If by the end of the Grace Period We have not been able to successfully charge a valid Payment Method. In this case, coverage under the Agreement will end on the date of the last billing cycle that was paid. If Your subscription has ended and you decide to re-enroll, You will be subject to the same terms and conditions as a new subscriber;
2. If Your Vehicle has reached its 15<sup>th</sup> model year. In this case, Your subscription will automatically be cancelled at the end of the billing cycle that starts after the 15<sup>th</sup> model year (e.g. if the model year of your vehicle is 2007 and your billing cycle starts on the 19 of each month, Your subscription will automatically be cancelled on January 18, 2022);
3. If Your vehicle odometer exceeds 250,000 km;
4. If You or Your Vehicle fail to meet any of the eligibility criteria, for misrepresentation or for fraud that is material to this Agreement;
5. If You sell or transfer Your Vehicle;
6. If the amount claimed and paid under this Agreement matches or exceeds the Maximum Liability; or
7. If We decide to discontinue the offer covered by this Agreement. In this case, We will notify you at least 30 days in advance.

**For item 3. and 5. mentioned above, note that it is Your responsibility to cancel Your subscription, either directly in Your Account page or by contacting Our Customer Support.**

## 5. Privacy

We are required to collect personal information from You to determine Your eligibility for this Agreement and to administer Your vehicle service contract, including the Administrator processing Your claims and collaborating with Our underwriter and relevant third parties in connection with Your vehicle service contract.

We will collect, store and disclose to these parties, the minimum amount of personal information to allow Us to administer Your Vehicle service contract and otherwise in accordance with the Administrator's privacy policy.

To communicate effectively with You, We may contact You using contact details that You have provided to Us, including Your email address and Your mobile phone number or other contact details. You expressly authorize Us to use Your personal information in accordance with this Agreement, including sending You electronic communications about this Vehicle service contract.

If You do not wish to provide personal information to Us, You will not be able to enter into this Agreement and be entitled to reimbursement for Components, Repairs and Additional Benefits under the terms of this Agreement.

If You have questions about privacy, please contact [privacyofficer@guardtree.ca](mailto:privacyofficer@guardtree.ca) or visit [www.guardtree.ca/policies/privacy-policy.html](http://www.guardtree.ca/policies/privacy-policy.html)

## 6. Customer Support

To find more information about our service and its features or if you need assistance with your Account, please visit our website. In the event of any conflict or ambiguity between this Agreement and information provided by Customer Support or other portions of our website, our commitment to you is to give terms the meaning defined in this Agreement or as otherwise reasonably determined by Us.

## 7. Schedules

### A. What do the capitalized terms mean?

<b>Account</b>	The web portal that contains personal information such as Your contact and payment information, Your billing history and access to the Agreement.
<b>Additional Benefits</b>	The benefits described in Schedule "E".
<b>Administrator</b>	LGM Financial Services Inc., its successors or assigns.
<b>Agreement</b>	This Vehicle Service Contract entered into between You and Us on the date you electronically accept these terms and conditions.
<b>Breakdown</b>	The inherent failure of one (1) or more Components under normal use, other than Excluded Breakdowns, when that Component can no longer perform the function for which that Component was designed.
<b>Collision Insurance</b>	Insurance that pays for the cost of repairing or replacing Your Vehicle if it collides with another vehicle, the ground, or an object on the ground such as a guard rail.
<b>Components</b>	The replacement vehicle components listed in Schedule "C" that are included under the terms of this Agreement.
<b>Excluded Breakdowns</b>	<p>If Your Vehicle is unable to be safely operated under normal use; or has reduced operating performance that is outside of Manufacturers' specifications due to any of the following, as determined by the Administrator, acting reasonably:</p> <ol style="list-style-type: none"> <li>1. Failure of, or damage to, a Component resulting from a Pre-existing condition;</li> <li>2. failure of, or damage to, a Component caused by an Excluded Component;</li> <li>3. failure of, or damage to, an Excluded Component caused by any reason;</li> <li>4. failure of, or caused by, any custom component or add-on part not from the Manufacturer;</li> <li>5. alterations or modifications made to Your Vehicle;</li> <li>6. acts of war, riot or terrorism;</li> <li>7. collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, freezing, rust, corrosion, windstorm, hail, water, floods, salt, environmental damage, contamination and leaks of fluids, coolants or lubricants;</li> <li>8. noises, vibrations, squeaks, rattles, whines or groans (unless these sounds are directly caused by failure of a Component);</li> <li>9. Your criminal or fraudulent acts or omissions; or</li> <li>10. Your misuse, abuse, negligence, lack of normal maintenance (including lack of cleaning, winterization and failure to maintain proper levels of lubricants and/or coolants) required by the Manufacturer's maintenance schedule for Your Vehicle, or improper servicing.</li> </ol>
<b>Excluded Components</b>	The replacement vehicle components listed in Schedule "D" that are excluded from Your Vehicle service contract.

<b>Excluded Use</b>	<ol style="list-style-type: none"> <li>1. Off-road or racing.</li> <li>2. Towing without a tow package installed or authorized by the Manufacturer.</li> <li>3. Heavy Commercial Use.</li> <li>4. Use in any manner not recommended by the Manufacturer.</li> </ol>	
<b>Excluded Services</b>	Any maintenance services that are listed in the Owner's Manual or are routinely performed by a licensed repair facility when maintaining a vehicle.	
<b>Grace Period</b>	Grace Period has the meaning ascribed to it as set out in Section 4.4	
<b>Heavy Commercial Use</b>	<ol style="list-style-type: none"> <li>1. Rental</li> <li>2. Police or emergency use</li> <li>3. Road repair operations</li> <li>4. Hauling</li> <li>5. Driving school</li> <li>6. Route work</li> <li>7. Vehicles used primarily off-road</li> <li>8. Taxi or fleet vehicles</li> <li>9. Job site activity</li> </ol>	<ol style="list-style-type: none"> <li>10. Courier or delivery*</li> <li>11. Snow removal</li> <li>12. Construction</li> <li>13. Limousine or shuttle</li> <li>14. Moving services</li> </ol> <p>*Except occasional food delivery (see 'Light Commercial Use')</p>
<b>Light Commercial Use</b>	If the Administrator determines, acting reasonably, that Your Vehicle is an owner-operated vehicle used for a purpose other than Heavy Commercial Use, and includes commercial car-sharing, ridesharing uses or occasional food delivery.	
<b>Like Kind and Quality</b>	A used component with less mileage and age as the component from Your vehicle.	
<b>LCU Deductible</b>	A light commercial use deductible of 20% of the authorized claim amount, after applicable tax has been added, which is the amount that You are required to pay (if such amount is greater than the Standard Deductible) on any claim for Components or Repairs after the Administrator determines, acting reasonably, that Your Vehicle is, or has been, operated under Light Commercial Use.	
<b>Manufacturer</b>	The original equipment manufacturer of Your Vehicle.	
<b>Owner's Manual</b>	The manual for Your Vehicle provided by the Manufacturer which may be amended from time-to-time.	
<b>Payment Method</b>	A current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through your Account with a third party.	



<b>Pre-existing condition</b>	<p>Any (1) condition that existed, or (2) that is reasonably presumed to have existed (as determined by the Administrator, acting reasonably), prior to the Purchase Date.</p> <p>Examples of Pre-existing conditions are generally related to components/parts that have a Wear component associated to the cause of failure.</p> <p>Most Pre-existing conditions can be identified through component disassembly and inspection by licensed technicians. Where a discrepancy exists, we may order an inspection, by an independent third-party inspector, to verify the cause, and extent of damage.</p> <p>Failures, as described in the above, would be considered a Pre-existing condition if they occurred very early in the Agreement term.</p> <p>Examples of Pre-existing conditions:</p> <ul style="list-style-type: none"> <li>• Blue smoke from tailpipe: can be caused by worn piston rings, valve guides and/or seals, and other components that have become worn. Generally, this type of wear occurs over extended periods of time and is not the result of an immediate and catastrophic failure of a component.</li> <li>• Transmission slipping: the engine revolution per minute increases but the vehicle does not carry the engine power to the drive axle to propel the vehicle. This could be a result of an internal failure to the transmission clutches, or a weakened seal that results in a pressure loss that allows the internal clutches to function as designed. In many cases, the "wear" that has occurred has existed for an extended period of time.</li> <li>• Steering and suspension components - Excessive play - are usually the result of Wear, and not caused by an immediate and sudden failure.</li> </ul>
<b>Purchase Date</b>	The date listed in Your Account that You purchased coverage under this Agreement.
<b>Repairs</b>	The repair procedure directly required to repair or replace the Components.
<b>Standard Deductible</b>	The amount listed in Your Account that You are required to pay per authorized repair visit for Components or Repairs.
<b>Territory</b>	Canada and the United States of America, excluding Hawaii and Puerto Rico.
<b>Vehicle</b>	The vehicle, listed in Your Account, that You leased or purchased, and which does not have a salvage title.
<b>Vehicle Purchase Date</b>	The date You purchased Your Vehicle.
<b>Vehicle Purchase Price</b>	The actual purchase price at the time of purchase of Your Vehicle.
<b>Vehicle Wholesale Value</b>	The wholesale cash value for Your Vehicle at the time of Your claim, as published in the Canadian Black Book Retail Market Guide or an equivalent guide selected by the Administrator, acting reasonably.
<b>We, Us, Our</b>	GuardTree Inc., its successors or assigns.
<b>Wear</b>	To cause damage, erode, or destroy due to friction or use, or a gradual reduction in operating performance where a mechanical failure has not occurred.
<b>You, Your</b>	The person, listed in Your Account, who purchased this Agreement.

## B. What steps do You need to take to make a claim under this Vehicle service contract?

<b>Minimize Damage</b>	Take immediate action to prevent further damage to Your Vehicle. This Agreement does not provide Components and Repairs if a Breakdown is caused by Your neglect of Your Vehicle.
<b>Visit a Repair Facility</b>	Promptly take Your Vehicle to a licensed repair facility. This Vehicle service contract does not provide Components and Repairs if Your Vehicle is repaired by a non-licensed repair facility.
<b>Submit a Claim and Obtain Authorization</b>	Provide the licensed repair facility with Your Agreement number listed in Your Account. Before any Repairs, ask the licensed repair facility to contact the Administrator to submit a claim and obtain authorization for the claim [Toll-free 1-866-673-1777]. Your claim must be filed within seven (7) days of a Breakdown. This Agreement does not pay for or reimburse Components and Repairs that have not received prior authorization from the Administrator.
<b>Review Protection</b>	Discuss with the licensed repair facility what amounts are covered by this Agreement and what, if any, amounts You will be required to pay.
<b>Authorize Diagnosis and/or Component disassembly</b>	You may need to authorize the licensed repair facility to diagnose the Components and Repairs which may require the disassembly of Your Vehicle to determine the cause of the Breakdown and the cost of Repairs. You will be responsible for diagnostic and/or component disassembly charges if the Breakdown is not covered under this Agreement. We reserve the right to require diagnosis and/or component disassembly of Your Vehicle prior to any Repairs. You will be responsible for labour and other charges for diagnosis and/or component disassembly, unless specifically listed within a nationally recognized labour guide for covered Components.
<b>Provide Documents</b>	<p>The repair facility must submit all repair orders, applicable receipts and documentation to the Administrator <b>within thirty (30) days of Repairs</b> being completed for Your Vehicle.</p> <p>The repair facility may also be asked to provide the Administrator with information related to Your Vehicle and reasonably required to authorize Your claim, including odometer reading, registration documents, insurance documents and service/maintenance records.</p>
<b>Pay Deductible(s)</b>	We will pay or reimburse You for Components and Repairs in accordance with this Agreement and You will be responsible for paying any Standard Deductible or LCU Deductible, as applicable.
<b>Emergency Repairs</b>	If a Breakdown occurs which requires emergency Repairs to be made when the Administrator's offices are closed, You must contact the Administrator on the next business day to determine if the Repairs are covered by this Agreement.
<b>Light Commercial Use</b>	If Your Vehicle is operated under Light Commercial Use during the term of this Agreement, You must promptly notify the Administrator and You will be responsible for paying the LCU Deductible on future claims (instead of the Standard Deductible).

### C. Which Components and Repairs are INCLUDED in Your GuardTree Used Car Warranty?

Component	Inclusions
<b>Powertrain Components</b>	All the components of the powertrain of Your Vehicle are included in Your Vehicle service contract other than the Excluded Components listed in Schedule "D".
<b>Except for the powertrain components, only the components listed below are covered by the Agreement. If the part or component name is not there, then there will be no protection offered for that aspect of your claim.</b>	
<b>Electric/Hybrid Vehicle Components</b>	Electric-vehicle battery (EVB) or equivalent battery used to power a battery electric vehicle (BEV); Home Charging Unit per residential address; Electric Motor; Manufacturer supplied High Voltage Cables; Power Converter/Inverter; Battery Charger; Generators. <b>Maximum Benefit:</b> Repairs to, or replacement of, one (1) EVB during the term of the Agreement to a maximum of the amount corresponding to the Limit Per Repair listed in Your Account and one (1) Home Charging Unit during the term of the Agreement to a maximum of \$800.
<b>Steering</b>	All internal components contained within the Steering Box or Rack and Pinion Gear; Power Steering Pump; Power Steering Hoses; Steering Knuckles; Pitman Arm; Idler Arm; Tie Rod Ends and Drag Link; 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.
<b>Brakes</b>	Master Cylinder; Power Brake Cylinder; Vacuum Assist Booster; Hydro Boost; Disc Brake Caliper; Wheel Cylinders; Compensating Valve; Brake Hydraulic Lines and Fittings; Hydraulic Control Unit; Parking Brake Assembly and Linkages; Electronic Control Processor; Wheel Speed Sensors; Hydraulic Pump/Motor Assembly; Pressure Modulator Valve/Isolation Dump Valve; Accumulator; Seals and Gaskets.
<b>Electrical</b>	Alternator; Voltage Regulator; Starter Motor; Starter Solenoid and Starter Drive; Engine Compartment Wiring Harness(es); Electronic Ignition Module; Crank Angle Sensor; Knock Sensor; Ignition Switch; Ignition Switch Lock Cylinder; Front and Rear Window Wiper Motors; 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.
<b>Air Conditioner</b>	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 components 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.
<b>Fuel Delivery</b>	Fuel Pump; Fuel Distributor and Injectors; Sensors (except Oxygen Sensor); Vacuum Pump; Fuel Tank Sending Unit; IAC Motor; Vacuum Restrictor; Fuel Delivery Lines; Seals and Gaskets.
<b>Front and Rear Suspension Systems</b>	Upper and Lower Control Arms; Control Arm Shafts and Bearings or Bushings; Upper and Lower Ball Joints; Radius Arm and Bushings; Torsion

Component	Inclusions
	Bars and Mounts or Bushings; Stabilizer Bar, Links and Bushings; Spindle and Spindle Support; Variable Dampening Suspension.
<b>Cooling Systems</b>	Engine Cooling Fan, Motor and Relay; Fan Clutch; Belt Tensioner; Radiator; Heater Core; Thermostat; Blower Motor; Hot Water Valve.
<b>Enhanced Electrical Systems</b>	Automatic Climate Control Programmer; Electronic Instrument Cluster; Gauges, Mileage Computer; Distributor; Ignition Coil; Electronic Combination Entry System (Does not include Transmitters and Receivers for Remote Locks); Cruise Control Module Transducer, Servo and Amplifier; Powertrain Control Module; Headlamp Motors; Power Window Motor; Power Seat Motor; Power Mirror Motor; Power Antenna Motor/Mast Assembly; Convertible Top Motor; Power Sunroof Motor; Power Window Switches; Cruise Control Engagement Switch; Power Seat Switches; Power Mirror Motor Switches; Rear Defogger Switch; Power Door Lock Actuators and Switches; Global Positioning System (GPS); DVD Navigation System; CD Player, Radio (including factory installed Satellite Radio) and/or DVD/MP3 Player; Rear-Distance Monitoring Systems; iPod™ docks; OnStar™ System.
<b>Supplemental Restraint Systems</b>	All components.
<b>Emission Systems</b>	Oxygen Sensor; Vapour Canister; PCV Valve Hose; EGR Adapter Plate; Air Bypass Valve; A.I.R. Manifold; A.I.R. Check Valve; Diverter Valve; Canister Purge Solenoid.
<b>Software</b>	Software updates made available on or after the Purchase Date and required by the Manufacturer to be installed to address malfunction indicator lights or standard vehicle operations.

#### D. Which Components and Repairs are EXCLUDED from Your GuardTree Used Car Warranty?

Component	Other Exclusions
<b>Emission Systems</b>	All emissions components, other than the emission systems specifically listed in Schedule "C".
<b>Exhaust Systems</b>	All exhaust system components, except Exhaust Manifolds.
<b>Safety Restraint Systems</b>	All safety restraint system components, other than the safety restraint systems specifically listed in Schedule "C".
<b>Software</b>	All software, other than software specifically listed in Schedule "C" and in Schedule "E".
<b>Mobile Phones</b>	Phones, including phones used for keyless entry systems.
<b>Electronic Transmitting Devices</b>	Tire pressure monitoring systems, keyless entry systems and all components thereof.
<b>Carbon Fiber components</b>	All carbon fiber parts or components, including fiber chassis brace and equivalent components.
<b>Shop Supplies</b>	All shop supplies.
<b>Maintenance components</b>	All routine maintenance services and components, such as; Alignments, Wheel Balancing, Tune-Ups, Environmental Levy, Disposal Fees, Spark Plugs, Spark Plug Wires; Glow Plugs; Hoses (other than Steering and Air Conditioning Hoses); Belts (other than Timing Belts maintained in accordance with the Owner's Manual); Brake Pads, Brake Linings/Shoes, Brake Rotors/Drums; Wiper Blades; other than Filters; Lubricants; Coolants; Fluids and Refrigerants required in connection with a Breakdown.
<b>Other Exclusions</b>	Shock Absorbers; Struts, Mounts; Bearing Plates; Standard Transmission Clutch Assembly, Friction Clutch Disc, Pressure Plate, Throw Out Bearing; Manual Linkages, door, trunk and seat handles; Manual transmission shift linkages; Glass; Lenses; Sealed Beams; Light Bulbs; LEDs; Fuses; Batteries; Weather Strips; Trim Items; Moldings; Bright Metal; Chrome; Upholstery; Carpet; Paint; Outside Ornamentation; Bumpers; Body Sheet Metal; Panels; Frame; Structural Body Parts; Tires and Wheels.

## E. What are the Additional Benefits?

<b>Roadside Assistance</b>	If Your Vehicle is in need of roadside assistance that is not related to a collision, You may request the following roadside assistance benefits 24 hours per day, 365 days per year in the Territory (Toll-free 1-866-673-1777): Towing; Winching; Jump Start; Flat Tire Changes (using Your inflated spare); Vehicle Fuel Delivery (You pay for the cost of fuel - one (1) claim per year maximum); Lock Out Service (You pay for the cost of key cutting and replacement keys - one (1) claim per year maximum); and Concierge Service (family notification, reservation changes, ATM locations, etc.).	
	Maximum Benefit	\$175 for each of the roadside benefits described above, including tax, per Roadside Assistance event.
<b>Trip Interruption</b>	If You make an authorized claim for a Breakdown of Your Vehicle that requires overnight repairs to Your Vehicle and the Breakdown occurs more than 150 kilometers from Your primary residence, We will reimburse Your applicable reasonable accommodation and meal expense receipts.	
	Maximum Benefit	\$150 per day, including tax, up to a maximum of \$750 per Breakdown.
<b>Rental Benefit</b>	If You make an authorized claim for a Breakdown of Your Vehicle, We will reimburse Your applicable rental car receipts for each eight labour hours, or part thereof, as determined by a current nationally recognized labour guide, for the Repairs required to Your Vehicle.	
	Maximum Benefit	\$50 per day, including tax, up to a maximum of \$200 per authorized claim, plus \$50 per day, including tax, up to maximum of \$150 for subsequent days if one or more major drivetrain components (as determined by the Administrator acting reasonably) are not available for authorized repairs due to delays to the delivery, plus \$50 per day, including tax, up to a maximum of \$100 if a vehicle inspection is required by the Administrator.
<b>Multi-Media Software</b>	If Your Vehicle has an infotainment system that was installed by the Manufacturer, We will pay for standard software updates to that system issued after the Purchase Date. This benefit will not cover: (i) software that is not exclusively used for infotainment systems; (ii) software that was not installed by the Manufacturer; (iii) software that was modified other than by the Manufacturer; (iv) updates available prior to the Purchase Date; or (v) any hardware or system upgrades required before a software update can be installed.	
	Maximum Benefit	Up to \$500, including tax, during the term of the Agreement.

## F. When will Your Vehicle not be eligible for protection?

- a. If You fail to meet any of the eligibility criteria listed in this Agreement.
- b. If responsibility for the Components or Repairs to Your Vehicle is covered by:
  - i. an insurance policy, Manufacturer's warranty (other than Vehicles imported from the U.S.A. under a "Used Vehicle" plan), certified pre-owned warranty, parts distributor's warranty, repairer's warranty or other third party warranty, whether or not Your claim is honoured under such policy or warranty; and
  - ii. a public recall, service bulletin or other communication issued by the Manufacturer.
- c. If Your Vehicle is operated under an Excluded Use.
- d. If alterations or modifications are, or have been, made to Your Vehicle.
- e. If Your odometer ceases to operate and has not been immediately repaired or if the odometer has been altered in any way.
- f. If You make a claim for an Excluded Breakdown, Excluded Components or Excluded Services.
- g. If a Breakdown occurred:
  - i. before the Purchase Date;
  - ii. as a result of a Pre-existing condition;
  - iii. after the cancellation date of this Agreement;
  - iv. after You are denied partial or full protection under an applicable original or extended Manufacturer's warranty;
  - v. outside of the Territory.
- h. If You failed to take Your Vehicle to a licensed repair facility, minimize damage to Your Vehicle following a Breakdown and/or obtain claim authorization from the Administrator prior to the repair being commenced.
- i. If the Manufacturer has ceased providing the Components required to perform Repairs for the Breakdown and components of Like Kind and Quality are not available in Canada.
- j. If Your Vehicle has a salvage title or is lawfully repossessed or confiscated.
- k. If We cannot verify information provided by You or the repair facility checking on Your Vehicle or if We become aware of any misrepresentation, false statement, or fraud in connection with this Agreement.
- l. If You cannot verify that You sufficiently serviced (as recommended by the manufacturer for the age and mileage of Your Vehicle) Your Vehicle within the manufacture's recommendation as per the service manual prior to entering this Agreement.

#### G. What else do you need to know?

<b>Limit Per Repair</b>	If Your claim is authorized, the maximum amount payable for Components, Repairs and/or Additional Benefits is the lesser of the "Limit Per Repair" amount listed in Your Account and the Vehicle Wholesale Value.
<b>Maximum Liability</b>	<p>Notwithstanding anything to the contrary and to the maximum extent permitted by applicable law, Our maximum aggregate liability in connection with this Agreement is the amount corresponding to two times the Limit Per Repair listed in Your Account and in no event will We be liable;</p> <ul style="list-style-type: none"><li>i. for any property damage, personal injury or death in connection with Your Vehicle;</li><li>ii. for any negligence or willful misconduct by You or by any third parties; and</li><li>iii. for any loss of use, loss of data, loss of profits, indirect, incidental, punitive, exemplary or any other consequential damages whatsoever.</li></ul>
<b>Governing Law</b>	This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to its conflict of laws principles. If these Provincial or Territorial laws are inconsistent with any of the terms or conditions of this Agreement, such laws will govern, and We will comply with such laws.
<b>Disputes</b>	If You have any dispute with Us, You agree that before taking any formal action, you will contact Us and provide a brief, written description of the dispute and Your contact information. The parties agree to use commercially reasonable efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations, which shall be a condition to either party initiating legal action.
<b>Entire Agreement</b>	This Agreement constitutes the entire agreement relating to the GuardTree Used Car Warranty purchased for Your Vehicle and supersedes any prior understandings or agreements between You or Us relating to coverage provided for Your vehicle. The terms and conditions of this Agreement may not be amended or waived unless agreed in writing by Us or as otherwise contemplated in this Agreement.