

# HiRoad Mechanical Breakdown Insurance Policy

## Terms and Conditions

### Definitions

- Administrator** ..... refers to INDS Canada Corp.
- Coverage**..... refers to the component protection **You** have chosen, as shown on the **Declaration Page**.
- Declaration Page**.... refers to the page that becomes part of this **Policy**. It gives information about **You, Your Vehicle, Coverage** and other significant data.
- Deductible**..... refers to the **Deductible** type and amount **You** will need to pay, as shown on the **Declaration Page**, for each covered **Failure** repair visit.
- Failure** ..... is defined as a **Failure** of a defective part or faulty workmanship as supplied by the Manufacturer or Dealer, but does not include gradual reduction in operating performance due to wear or tear or damage resulting from **Failure** of non-covered parts.
- Policy or**
- MBI Policy** ..... refers to this **Vehicle Mechanical Breakdown Insurance (MBI) Policy**.
- Vehicle** ..... refers to the **Vehicle** which is described on the **Declaration Page**, which cannot be used for rental, emergency or for-hire purposes.
- We, Us, Our**..... refers to the entity who is obligated to perform under this **Policy**, as indicated on the **Declaration Page**.
- You, Your** ..... refers to the **Policy** holder named on the **Declaration Page** or the person to whom this **Policy** was properly transferred.

### Terms and Conditions

The following Terms and Conditions together with **Your Declaration Page** constitute **Your MBI Policy**.

1. **POLICY PERIOD: Coverage** under this **Policy** begins immediately and will expire according to the time/mileage of the **Policy** selected, whichever occurs first, as shown on the **Declaration Page**. **Policy** expiration is measured in time from the **Policy** Purchase Date and mileage from the odometer mileage at **Policy** Purchase Date.
2. **FAILURE OF COVERED PARTS: We** will pay or reimburse **You** for reasonable costs to repair or replace any **Failure** of a part included in **Your Coverage**. Replacement parts may be new, remanufactured or replacement parts of like kind and quality. Sales tax will be authorized for covered **Failures** only when required by the applicable Province where repair is taking place. Labour cost will be determined by national averages for similar repairs or a national published flat rate manual. Reasonable diagnostic charges, as determined by the **Administrator**, will be covered in association with a covered component due to a covered **Failure**.
3. **TERRITORY: This Policy** is limited to **Failures** which occur, and repairs that are made, within the United States of America and Canada.
4. **LIMIT OF LIABILITY**  
In no case shall benefits paid (including tax, if applicable) be greater than:
  - a. Canadian Black Book value; OR
  - b. The price paid for the Vehicle; OR
  - c. The Limit of Liability listed below, whichever is less:

HiRoadLTD	Limit of Liability
3 month / 5000 kilometres	\$600*
6 month / 10000 kilometres	\$1200
12 month / 20,000 kilometres	\$1800
24 month / 40,000 kilometres	\$3000
36 month / 60,000 kilometres	\$3600

HiRoad	Limit of Liability
PT	\$3000
PT+	\$4200
HiTech	\$5400
HiTech+	ACV
Complete	ACV

\*Unless the \$1200 Limit of Liability is purchased and so indicated on the Administrator copy of the Policy.

- d. Once the Limit of Liability has been reached, this **Policy**, its transfer and cancellation rights terminate.
5. **OUR RIGHT TO RECOVERY: If We** pay anything under this **Policy** and **You** have a right to recover from another party, **Your** rights will become **Our** rights up to the amount **We** paid. **You** will do whatever is necessary to enable **Us** to enforce these rights.
6. **TRANSFER RIGHTS: This Policy** is for the benefit of the original **Policy** holder and is transferable subject to a transfer fee and inspection providing:
  - a) Proof of transfer of the remaining manufacturer's warranty is provided, if applicable.

b) **Policy** is being transferred to a subsequent private purchaser of **Your Vehicle**. (Transfer rights are voided when **Vehicle** is either traded, sold or put on consignment to an individual or entity engaged in the wholesale or retail sale, leasing or rental of **Vehicles**.)

**You** must submit the following:

- a) Transfer application (Available from **Administrator**).
- b) Bill of sale showing sale date and mileage at time of sale.
- c) \$60.00 Transfer fee made payable to the **Administrator** within thirty (30) days of the transfer of **Vehicle** ownership.

7. **MAINTENANCE REQUIREMENTS: Your Vehicle** is required to have the oil changed every three (3) months or five thousand (5,000) kilometres, OR according to the manufacturer's recommendations as outlined in the owner's manual. A transmission fluid change and engine tune-up is required every twelve (12) months or twenty thousand (20,000) kilometres OR according to the manufacturer's recommendations as outlined in the owner's manual. **Policy** holder is responsible for making sure the oil warning light/gauge and the temperature light/gauge are functioning properly before operating the **Vehicle**. **Your Vehicle** must be pulled off the road immediately and discontinue operation when either of these lights/gauges registers inadequate protection or performance. Failure to perform the maintenance requirements to **Your Vehicle** as outlined in this section may result in denial of coverage. **Your** owner's manual has separate required maintenance schedules for "normal" and "more severe" operating conditions. **You** are required to follow the maintenance schedule that applies to **Your Vehicle's** conditions. **You** must be sure only the proper grade of lubricants and coolants, as recommended by the manufacturer, are used in **Your Vehicle**. The fluid levels are to be checked every five hundred (500) kilometres or when refueling. It is necessary for **You** to retain verifiable receipts for all parts and materials necessary to perform the required maintenance. If necessary, this documentation will be verified by the **Administrator**.
8. **DEDUCTIBLE:** In the event of a **Failure** covered by this **Policy**, **You** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to **Coverages** listed in the Benefits section of this **Policy**. The **Deductible** type and amount **You** have to pay is shown on the **Declaration Page**, for covered **Failures** on a per repair visit basis. Should a covered **Failure** require more than one visit to repair, only one **Deductible** will apply to that **Failure**.
9. **ARBITRATION:** If **We** and **You** do not agree on the settlement of any claim, either party may make a written request for arbitration. In this event, each party shall select an arbitrator. The two arbitrators shall select a third. If they cannot agree on a third within thirty (30) days, either may request that the selection be made by a judge of a court having jurisdiction. Each party shall pay the expenses they incur, and bear the expenses of the third party arbitrator equally. A decision agreed to by any two of the arbitrators shall be binding on both parties.

## COVERAGE

The components listed below, within the Coverage level indicated on the Administrator copy of the Declaration Page, are covered by Policy. If no Coverage level is checked, HiRoadLtd Coverage will apply. Except for HiRoad Complete Coverage, components not listed are not covered. At the Administrator's option, failed parts may be replaced, depending upon availability, with like quality, used, rebuilt, remanufactured or new parts.

### HiRoadLTD Coverage

HiRoadLtd
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**Engine (Gas or Diesel):** All internally lubricated parts including: crankshaft and bearings, oil pump, pistons, piston rings, connecting rods and rod bearings, timing gears and chain or belt, camshaft and camshaft bearings, push rods, rocker arms, rocker arm shaft and hydraulic lifters, intake and exhaust valves, valve springs. Engine blocks are covered if damage was caused by the **Failure** of a covered component.

**Turbo/Supercharger:** Internal parts; vanes; shafts; bearings and housing if damage is caused by a **Failure** of a covered component.

**Automatic Transmission:** All internal parts: gears, input and output shafts, bearings, front pump, planetary assemblies, transmission case, overdrive carrier, reaction carrier, center support, parking lock actuator, stator and stator shaft, separator plate, pressure regulator valve, dipstick and filter tube, springs governor assembly, valve body and torque converter.

**Standard Transmission:** All internal parts: gears, input and output shafts, bearings, overdrive housing and transmission case if damage is caused by a **Failure** of a covered component. Clutch plate, pressure plate, flywheel, release and pilot bearings are NOT included.

**Transaxle (Front Wheel Drive):** All internal parts; transaxle mounts; vacuum modulator; torque converter; drive axle shafts; constant velocity joints; front hub and bearing assembly. The case is also covered if damage is caused by a **Failure** of any of the above covered items.

**Transfer Unit (4x4):** Internal parts including: bearings, bushings, sprockets, chains, sleeves and gears (excluding electrical items). The transfer case is also covered if damage is caused by a **Failure** of any of the above covered components.

**Drive Axles (Front or Rear):** All internal parts; propeller shafts; “U” joints and CV joints except if boot was damaged or missing; axle shafts; bearings and supports. The case is also covered if damage is caused by a **Failure** of any of the above covered items.

**Seals and Gaskets:** Seals and gaskets are covered in conjunction with repair of above listed components. Failed seals and gaskets by themselves on above listed components are covered only when “Seals and Gaskets” option is selected and paid for.

#### HiRoadLtd + (includes All HiRoadLtd Coverage as listed above, plus:)

**Water Pump:** Impeller shaft; bearings; bushings and housing (limited to one-half of parts and labour costs).

**Electrical:** Alternator, starter and voltage regulator (limited to one-half of parts and labour costs).

**Towing:** The **Administrator** will reimburse the **Policy** Holder, up to \$60 per occurrence, for expenses in towing the **Vehicle**, provided that the cause of the breakdown was a covered **Failure** of a covered component based on the **Coverage** plan selected. This reimbursement will be in addition to any other reimbursement from an insurance company or auto club. Towing benefits are available from day one (1) of **Your Policy**.

**Car Rental Reimbursement:** In the event of mechanical breakdown of a covered component, the **Policy** holder will be reimbursed up to \$36 per day for a rental vehicle for each four hours of covered repair time as determined by a national flat rate guide. Total not to exceed \$180. Rental receipts required for reimbursement.

### HiRoad Coverage

#### HiRoad PT

**Engine (Gas or Diesel):** All internally lubricated parts including: Crankshaft and bearings, oil pump, fuel pump, internal timing gears or chain, camshaft, camshaft bearings, valve lifters, rocker arm assemblies and push rods, valve guides, pistons and rings, wrist pins, connecting rods, distributor drive gear. The engine block and cylinder heads are covered if damage is caused by the **Failure** of an internally lubricated part.

**Turbo/Supercharger:** All internal parts; housing is covered if damaged by the **Failure** of an internally lubricated moving part.

**Transmission (Automatic or Standard):** All internal parts; torque converter. The automatic or manual transmission case is covered if damage is caused by the **Failure** of an internally lubricated part.

**Transaxle (Front Wheel Drive):** All internal parts; transaxle mounts; vacuum modulator; torque converter; drive axle shafts; constant velocity joints; front hub and bearing assembly. The case is also covered if damage is caused by a **Failure** of any of the above covered items.

**Transfer Unit (4x4):** Internal parts including: bearings, bushings, sprockets, chains, sleeves and gears (excluding electrical items). The transfer case is also covered if damage is caused by a **Failure** of any of the above covered components.

**Drive Axles (Front or Rear):** All internal parts; propeller shafts; “U” joints and CV joints except if boot was damaged or missing; axle shafts; bearings and supports. The case is also covered if damage is caused by a **Failure** of any of the above covered items.

**Seals and Gaskets:** Seals and gaskets are covered in conjunction with repair of above listed components. Failed seals and gaskets by themselves on above listed components are covered only when “Seals and Gaskets” option is selected and paid for.

#### HiRoad PT+ (includes All HiRoad PT Coverage as listed above, plus:)

**Steering:** Steering gear box, pump housing, rack and pinion, control valves, bearings and shafts.

**Electrical:** Alternator/generator, starter motor, front and rear wiper motor.

**Towing:** The **Administrator** will reimburse the **Policy** Holder, up to \$60 per occurrence, for expenses in towing the vehicle, provided that the cause of the breakdown was a covered **Failure** of a covered component based on the coverage plan selected. This reimbursement will be in addition to any other reimbursement from an insurance company or auto club. Towing benefits are available from day one (1) of **Your Policy**.

**Car Rental/Substitute Transportation:** The **Administrator** will reimburse the **Policy** Holder for the cost as specified below, provided that the **Vehicle** has become disabled, due to a covered **Failure** of a covered component based on the **coverage** plan selected and the necessary repairs require more than eight (8) hours of labour. Reimbursement shall be made up to \$36 per 8-hour labour charge, with a \$180 maximum per claim. Rental benefits are available from day one (1) of the **Vehicle Policy**. Reimbursement is valid only for rental from a licensed car rental agency.

**Travel Expenses:** We will in the event a **Failure** covered by this **Policy** occurs more than one hundred fifty (150) kilometres from **Your** home, reimburse **You** up to \$60 per day for up to five (5) consecutive days toward receipted motel/restaurant expenses (except where prohibited by law). The date of **Failure** will be considered the first day of the five (5) day maximum period.

## HiRoad Tech (includes all HiRoad PT+ Coverage as listed above, plus:)

**Air Conditioning:** Compressor, condenser, evaporator, expansion valve, and receiver drier. NOTE: If the air conditioning system is unable to be repaired because of the unavailability or restriction of CFCs (chlorofluorocarbons) due to the Federal Mandate, then the Administrator does not have any further obligation for repair of the air conditioning system under this **Policy**. In addition, there is no obligation to install a retrofit kit in the vehicle that would require the use of any alternate to CFCs.

**High-Tech Electronics:** Voltage regulator, distributor, solenoids, manually operated switches, electronic level control compressor including its sensor and limiter valve, electronic fuel injection sensors and injectors, electronic ignition module, power window motors, rear window heating elements, power mirror motors and controls, power seat motors, and power door locks.

## HiRoad Tech+ (includes all HiRoad Tech Coverage as listed above, plus:)

**Brakes:** Master cylinder, power brake cylinder, vacuum assist booster, hydro boost, disc brake caliper, wheel cylinders, compensating valve, brake hydraulic lines and fittings, and hydraulic control unit.

**Anti-Lock Brakes (ABS):** Electronic control processor, wheel speed sensors, hydraulic pump/motor assembly, pressure modulator valve, isolation dump valve, and accumulator.

**Front & Rear Suspension:** Upper and lower control arms, control arm shafts and bearings or bushings, upper and lower ball joints, radius arm and bushings, torsion bars and mounts or bushings, stabilizer bars, links and bushings, struts, strut bearing plates, spindle and spindle support, wheel bearings, variable dampening suspension, compressor, control module, actuator, solenoid, height sensor, and mode selector switch.

**Cooling:** Engine cooling fan and motor, fan clutch, serpentine belt tensioner, radiator, heater core, thermostat, blower motor and hot water valve.

**Water Pump:** Impeller shaft; bearings; bushings and housing.

**Seals and Gaskets:** This coverage option is included on Vehicles with less than 160,000 kilometres at **Vehicle Purchase/Effective date**.

## HiRoad Complete

**Comprehensive Coverage - All HiRoad Tech+ Coverage as listed above, plus:**

**We will pay You, or reimburse You, for the reasonable cost to repair or replace any Failure of all parts of Your Vehicle, except for those components and conditions listed in the Exclusions section of this Policy. In addition, the Failure definition above is replaced by the following: Failure refers to 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 due to its condition, and not due to the action or inaction of any non-covered parts. In addition, a Failure will be deemed to have occurred when a covered part has worn beyond the manufacturer's tolerances allowed for the particular Vehicle at the mileage when the problem occurs.**

## What to do in the Event of a Failure

1. Prevent Further Damage - **You** should use all reasonable means and precautions to protect **Your Vehicle** from further damage. This **Policy** will not cover damage caused by not securing a timely repair of the failed component.
2. If **Your Vehicle** breaks down, return to the Issuing Dealer during normal service department hours. If this is not possible, take **Your Vehicle** to the licensed repair facility of your choice (**You** may contact **Administrator** for assistance in locating a repair facility).
3. Instruct the repair facility that they must obtain an authorization number from **Administrator** prior to proceeding with repairs. The amount authorized is the maximum that will be paid. Any additional amounts need prior approval.
4. In some cases, **You** may be required to authorize the repair facility to inspect or tear down **Your Vehicle** to determine the cause and cost of the repair. **You** will be responsible for these charges if the **Failure** is not covered by this **Policy**. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repair being performed. **We** reserve the right to move **Your** covered **Vehicle** to another repair facility.
5. After **Administrator** has been contacted, review with the repair facility the components that will be covered by this **Policy**.
6. **We** will reimburse the repair facility or **You** for the cost of authorized repairs performed on **Your Vehicle**, less any applicable **Deductible**. All repair orders and necessary documentation **must** be submitted to **Us** within thirty (30) days by **You** or repair facility to qualify for payment.

## Repair Facility Guidelines for Claims Handling

### *Follow these steps when handling a claim:*

1. Advise **Policy** holder that evaluation of a **Failure** does not mean that the repair is covered under this **Policy**. All covered repairs must receive prior authorization from **Administrator**.
2. Have **Policy** holder authorize inspection/tear down of the **Vehicle** to determine **Failure's** cause and cost to repair. Save all components, including fluids and filters, should **Administrator** require outside inspection. Notify **Policy** Holder that cost of tear down will not be paid if it is determined that the **Failure** is not covered under this **Policy**.
3. Determine the cause of **Failure**, correction required and cost of the repair(s).
4. Contact **Administrator's** Claims Department at 800-995-0290 to get authorization to proceed with the claim. Be prepared with the following information when placing the call:
  - a. Customer's Name and **Policy** Number.
  - b. Cause of **Failure** and recommended correction.
  - c. Cost of repair(s).
5. A Claims Advisor will verify **Coverage** and do one of the following:
  - a. Approve Claim - If approved, **You** will be given an authorization number to be recorded on the repair order. The authorized amount is the maximum that will be paid. Additional amounts must receive prior approval.
  - b. Require Additional Evaluation, Inspection or Tear Down - **Administrator** may require an inspection prior to repair being completed. If a tear down is required to determine cause of **Failure**, **Policy** holder must authorize same. Notify **Policy** holder that if the repair is not covered, then **Policy** holder will be responsible for cost of the tear down. Repair facility should save all components requiring inspection, including fluids and filters. The Claims Advisor will arrange for the inspection. If inspection is not made within forty-eight (48) hours, contact the Claims Advisor.
  - c. Deny the claim and provide the reason for the denial.
6. Review **Administrator's** findings with **Policy** holder as well as what will be covered by **Policy** and what portion of the repair(s), if any, will not be covered.
7. Obtain **Policy** holder's authorization to complete repair(s). All repair orders must have customer's signature to qualify for payment.
8. Submit the repair order(s) that must include the **Policy** number, authorization number and authorized amount to **Administrator** within thirty (30) days to the following address:

INDS Canada Corp.  
203-20 York Mills Rd., Toronto, Ontario M2P 2C2  
Voice: 800-995-0290 Fax: 800-995-0292  
www.inds.ca e-mail: claims@inds.com

## Cancellation of Vehicle Policy

1. **You** may cancel this **Policy** by notifying **Us**. A cancellation form indicating the odometer reading at the date of request will be required.
2. **We** may cancel this **Policy** for non-payment of the **Policy** charge, or for intentional misrepresentation in obtaining this **Policy** or in submitting a claim.
3. If **Your Vehicle** and this **Policy** has been financed, the lienholder may cancel this **Policy** for non-payment, or if **Your Vehicle** has been declared a total loss or has been repossessed. The rights under this **Policy** are transferred to the lienholder and the lienholder is also entitled to any resulting refund.
4. If this **Policy** is canceled within the first thirty (30) days and no claim has been filed, the entire **Policy** charge paid will be refunded. After thirty (30) days or if a claim has been filed, an amount of the unearned **Policy** charge will be refunded according to the pro-rata method reflecting the greater of the days in force or the mileage elapsed based on the term of the **Policy**. Elapsed time and mileage shall be measured from **Policy** sale date and **Policy** sale mileage.
5. A \$60 service charge will be deducted from all refunds after thirty (30) days.
6. In the event of cancellation, the lienholder, if any, will be named on the cancellation refund check.

## EXCLUSIONS

*For all coverage levels except HiRoad Complete, parts not listed are not covered.  
For all coverage levels, this Policy Provides NO Coverage or Benefits for the following:*

- A. THE FOLLOWING PARTS: CARBURETOR; BATTERY; BATTERY/BATTERY PACK ON HYBRID VEHICLES; SHOCK ABSORBERS; MANUAL TRANSMISSION CLUTCH ASSEMBLY; FRICTION CLUTCH DISC AND PRESSURE PLATE; THROWOUT BEARING; MANUAL AND HYDRAULIC LINKAGES; DISTRIBUTOR CAP AND ROTOR; SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS); GLASS; LENSES; SEALED BEAMS; LIGHT BULBS; BRAKE HARDWARE; ALL EXHAUST AND EMISSION COMPONENTS EXCEPT THOSE SPECIFICALLY LISTED UNDER THE COVERAGE SECTION OF THIS POLICY; WEATHER STRIPS; ALL TRIM, MOLDINGS, HANDLES, KNOBS OR DIALS; BRIGHT METAL; CHROME; UPHOLSTERY AND CARPET; PAINT; OUTSIDE

ORNAMENTATION; BUMPERS; BODY SHEET METAL AND PANELS; TIRES AND WHEELS/RIMS; GPS NAVIGATION SYSTEMS; PHONE SYSTEMS; TV/VIDEO/ENTERTAINMENT SYSTEMS AND INTERNET ACCESS SYSTEMS.

- B. MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING, BUT NOT LIMITED TO: ALIGNMENTS; WHEEL BALANCING; TUNEUPS; SPARK PLUGS AND SPARK PLUG WIRES; GLOW PLUGS; HOSES; DRIVE BELTS; BRAKE PADS, LININGS, SHOES, DRUMS AND ROTORS; WIPER BLADES.
- C. SHOP SUPPLY CHARGES; EPA DISPOSAL FEES; SPECIAL ORDER PARTS SHIPPING COST; PARTS LOCATOR RESEARCH FEE; STORAGE FEES; FILTERS, LUBRICANTS, COOLANTS, FLUIDS AND REFRIGERANTS EXCEPT WHEN REPLACEMENT IS REQUIRED DUE TO A COVERED FAILURE.
- D. ANY COMPONENT NOT COVERED BY THE VEHICLE MANUFACTURER FOR THE FULL TERM OF THE VEHICLE WARRANTY IS EXCLUDED.
- E. ANY FAILURE RESULTING FROM COLLISION; INTERNAL OR EXTERNAL FIRE; THEFT; VANDALISM; RIOT; EXPLOSION; LIGHTNING; EARTHQUAKE; FREEZING; RUST OR CORROSION; WINDSTORM; HAIL; WATER OR FLOOD; ACTS OF GOD; ACTS OF WAR; ACTS OF TERRORISM; SALT; ENVIRONMENTAL DAMAGE; CONTAMINATION OR LOSS OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS; ABUSE; NEGLIGENCE; LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE; IMPROPER SERVICING AFTER THE EFFECTIVE DATE OF THIS POLICY; SLUDGE BUILD-UP OR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS; NOT PROTECTING THE VEHICLE FROM FURTHER DAMAGE WHEN A FAILURE HAS OCCURRED.
- F. ANY REPAIR OR REPLACEMENT OF A COVERED PART IF NO FAILURE HAS OCCURRED REGARDLESS OF REPAIR FACILITY RECOMMENDATIONS; OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE FIELD TOLERANCES PERMITTED BY THE MANUFACTURER; ANY REPAIR NOT SPECIFICALLY AUTHORIZED BY US.
- G. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR YOU ARE USING, OR HAVE USED, YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER. THIS WILL INCLUDE, BUT NOT BE LIMITED TO: THE FAILURE OF ANY CUSTOM OR ADD-ON/AFTERMARKET PART REGARDLESS IF SUPPLIED BY A FRANCHISED DEALER OR NOT; ANY FRAME OR SUSPENSION MODIFICATIONS; LIFT KITS; OVERSIZED/UNDERSIZED TIRES OR WHEELS; TRAILER HITCHES; UNAUTHORIZED MODIFICATIONS TO ANY SYSTEM.
- H. IF YOUR ODOMETER HAS CEASED TO WORK AND REPAIRS HAVE NOT BEEN IMMEDIATELY MADE; THE ODOMETER HAS BEEN ALTERED IN ANY WAY SUBSEQUENT TO PURCHASE; OR IF VEHICLE'S TRUE MILEAGE CANNOT BE DETERMINED.
- I. ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSONS ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE, WHETHER OR NOT RELATED TO THE PARTS COVERED. LOSS OF TIME, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS THAT RESULTS FROM A FAILURE (EXCEPT AS PROVIDED UNDER THE BENEFITS OR COVERAGES HEREIN.) THIS POLICY DOES NOT PROVIDE COVERAGE FOR DAMAGES FOR BAD FAITH, PUNITIVE OR EXEMPLARY DAMAGES, PERSONAL INJURY INCLUDING BODILY INJURY, PROPERTY DAMAGE (EXCEPT AS SPECIFICALLY STATED IN THE POLICY) AND ATTORNEY'S FEES.
- J. REPAIRS TO SEIZED OR DAMAGED ENGINES DUE TO CONTINUED OPERATION REGARDLESS OF CAUSE OR WITHOUT SUFFICIENT LUBRICANTS OR COOLANT. YOU ARE RESPONSIBLE FOR MAKING CERTAIN THAT THE OIL AND TEMPERATURE WARNING LIGHTS/GAUGES ARE FUNCTIONING PROPERLY. YOU MUST PULL OFF THE ROAD IMMEDIATELY AND DISCONTINUE VEHICLE OPERATION WHEN EITHER OF THESE LIGHTS/GAUGES INDICATES INADEQUATE PROTECTION OR PERFORMANCE OR WHEN OVERHEATING OCCURS.
- K. SALVAGED TITLE VEHICLES; WHEN RESPONSIBILITY FOR A REPAIR IS COVERED BY AN INSURANCE POLICY; WARRANTY FROM THE MANUFACTURER INCLUDING EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES; A REPAIRER'S GUARANTEE/WARRANTY; OR FAILURES FOR WHICH THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS, INCLUDING RECALL CAMPAIGNS AND FACTORY SERVICE BULLETINS.
- L. IF YOUR VEHICLE IS USED FOR TOWING A TRAILER OR OTHER OBJECT OR VEHICLE WITHOUT BEING EQUIPPED WITH A FACTORY INSTALLED OR AUTHORIZED TOW PACKAGE; OR IS USED FOR COMMERCIAL PURPOSES, INCLUDING, BUT NOT LIMITED TO, RENTAL, TAXI, LIMOUSINE, LIVERY OR SHUTTLE, TOWING OR ROAD REPAIR, CONSTRUCTION, FARMING OR AGRICULTURAL PURPOSES, JOB SITE ACTIVITIES, HAULING, POLICE OR EMERGENCY SERVICES, PRINCIPAL OFF ROAD USE, RACING, COMPETITIVE DRIVING, SNOW REMOVAL, ROUTE-WORK, SERVICE OR REPAIR UNLESS COMMERCIAL USE OPTION HAS BEEN PURCHASED AND ACCEPTED BY US.
- M. ANY FAILURE OCCURRING PRIOR TO THE POLICY PURCHASE DATE, OR IF INFORMATION PROVIDED BY YOU OR A REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
- N. ANY FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA OR CANADA.
- O. DAMAGE CAUSED BY PRE-IGNITION DETONATION, PINGING, IMPROPER/CONTAMINATED FUEL OR IMPROPER ENGINE ADJUSTMENTS.

**NOTICE: YOU ARE REMINDED THAT THIS CONTRACT IS NOT AN INSURANCE POLICY. HOWEVER, AN INSURANCE POLICY IS IN EFFECT WITH TRISURA GUARANTEE INSURANCE COMPANY. IF WE FAIL TO PAY AN AUTHORIZED CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, YOU ARE ENTITLED TO MAKE A DIRECT CLAIM AGAINST THE INSURER, TRISURA GUARANTEE INSURANCE COMPANY, 70 YORK STREET, SUITE 1100, TORONTO, ON M5J 1S9, CANADA.**

**Administered by:  
INDS Canada Corp.  
203-20 York Mills Rd., Toronto, Ontario M2P 2C2  
Voice: 800-995-0290 Fax: 800-995-0292  
[www.inds.ca](http://www.inds.ca)**

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**SPECIMEN**