

StarSport

Vehicle Service Contract Terms and Conditions

Definitions

- Administrator** refers to INDS Canada Corp.
- Contract**..... refers to this **Vehicle Service Contract** which **You** purchased from **Us** to protect **Your Vehicle**.
- Coverage** refers to the component protection **You** have chosen, based on **Vehicle** Type, as shown on the **Identification Card**.
- Failure**..... **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.
- Identification Card** ... refers to the numbered card which becomes part of this **Contract**. It gives information about **You**, **Your Vehicle**, **Vehicle** type and other significant data.
- We, Us, Our** refers to the entity who is obligated to perform under this **Contract**, as indicated on the **Identification Card**.
- You, Your**..... refers to the **Contract** holder(s) named on the **Identification Card** or the persons to whom this **Contract** was properly transferred.
- Vehicle** refers to the **Vehicle** which is described on the **Identification Card**, which cannot be used for rental, emergency or for hire purposes.

Terms and Conditions

The following represents the Coverages, Benefits, Cancellations, What to do in the Event of a **Failure** and Exclusions of **Your Vehicle Service Contract**. If **You** do not receive **Your Identification Card** within 60 days, phone the customer service number listed on the last page. This document is an Application for the **Vehicle Service Contract** and does not constitute a **Contract** until accepted by **Administrator**.

- 1. CONTRACT PERIOD:** Coverage under this **Contract** begins immediately and will expire according to the time of the **Contract** selected, whichever occurs first, as shown on the **Identification Card**.
- A New vehicle **Contract** expiration is measured in time from the Original Factory Warranty In-Service Date.
 - A Used vehicle **Contract** expiration is measured in time from the **Contract** 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.
- 3. TERRITORY:** This **Contract** is limited to **Failures** which occur, and repairs that are made, within Canada and the United States of America.
- 4. LIMIT OF LIABILITY**
- The Maximum limit of liability per loss shall be equal to the actual cash value of the vehicle at the time of **Failure**.
 - The Aggregate limit of liability for each Service Contract shall not exceed the lesser of \$90,000 or the retail purchase price of the Vehicle.
- 5. OUR RIGHT TO RECOVERY:** If **We** pay anything under this **Contract** 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 **Contract** is for the benefit of the original **Contract** holder and is transferable subject to a transfer fee and inspection providing:
- Proof of transfer of the remaining manufacturer's warranty is provided, if applicable.
 - Contract** 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:
- Transfer application (Available from **Administrator**).
 - Bill of sale showing sale date.
 - \$60.00 Transfer fee made payable to the **Administrator** within thirty (30) days of the transfer of **Vehicle** ownership.
- 7. MAINTENANCE REQUIREMENTS:** **You** must maintain **Your Vehicle** according to the manufacturer's recommendations as outlined in the owner's manual. **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, is used in **Your Vehicle**. 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 **Contract**, **You** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to **Coverages** listed in the Benefits section of this **Contract**. The **Deductible** type and amount **You** have to pay is shown on the **Identification Card**, 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**. If no **Deductible** is checked on the **Administrator** copy of the application page the \$50 **Deductible** will apply.
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 and **Vehicle** type indicated on the **Administrator** copy of the Application Page and **Your Identification Card**, are covered by **Contract**. Except for Diamond **Coverage**, components not listed are not covered.

PLATINUM COVERAGE

Motorcycle/ATV/Scooter Component Coverage

ENGINE: All internally lubricated parts; valve covers; intake manifolds; oil pump; fan motor; valves; engine mounts; cylinder head(s); engine block/crankcase and cylinder barrels if damaged as a result of the **Failure** of an internally lubricated covered engine component.

WATER PUMP: Impeller shaft; bearings; bushings and housing.

TURBO/SUPERCHARGER (MANUFACTURER INSTALLED ONLY): Internal parts; vanes; shafts; bearings, bushings, waste gate and housing if damage is caused by a **Failure** of any of the above covered components.

TRANSMISSION: All internally lubricated parts contained within the transmission case; gears; bearings; internal drive gears; internal selector mechanism and transmission mounts. Transmission case if damaged as a result of the **Failure** of an internally lubricated transmission component. (Clutch assembly and cable are not covered).

PRIMARY DRIVE: All internally lubricated parts (except clutch and hub assemblies) contained within the primary drive case; all gears; bearings; internal drive gears and chains; internal selector mechanism. Primary drive case if damaged as a result of the **Failure** of a covered primary drive component.

DRIVE AXLE ASSEMBLY (Shaft driven motorcycles and ATVs): Differential housing; transaxle housing; final drive housing; all internally lubricated parts of the foregoing; axle shafts; constant velocity joints; universal joints; drive shafts; locking hubs; hub bearings; locking rings; supports; retainers and bearings.

FRONT AND REAR SUSPENSION: All internally lubricated parts contained within the front fork tubes and front hub; swing arm bearings or bushings; front and rear wheel bearings; frame; swing arm; upper and lower control arms; ball joints; king pins; bushings and spindle. Front fork tubes and front hub if damaged as a result of the **Failure** of a covered suspension component.

STEERING: Upper and lower steering stem bearings and bushing axle; steering stem; handle bar; steering stem nut, rod ends. Steering stem shaft if damaged as a result of the **Failure** of a covered steering component.

BRAKE: Brake backing plates; brake hubs; disc rotors; calipers; master cylinder assembly; hydraulic lines and fittings; drum brake actuating cam; secured hardware.

ELECTRICAL: Alternator; starter assembly; manually operated switches; cooling fan motor; wiring harness; ignition coil(s); rectifier, stator assembly; rotor assembly; CDI control box/electronic ignition control module; magneto; electronic fuel injection control module and voltage regulator.

GAUGES: All factory instrumentation (mechanical and electronic) and electronic instrument sensors. (Light bulbs are not covered).

FUEL SYSTEM: Petcock; fuel lines and fittings; fuel pump and housing; diaphragms; springs; valves and actuating lever.

TOURING BIKES: Digital dash components; control cables; factory installed sound system (Speakers are not covered); fairing hardware, brackets, switches, covers, latches and hinges; saddlebag/travel trunk latches, hinges and mounting hardware.

SEALS AND GASKETS (New Vehicles Only): Coverage will be extended to include Seals and Gaskets Coverage on covered components.

Snowmobile Component Coverage

ENGINE: All internally lubricated parts including: pistons; piston rings and pins; crankshaft and main bearings; connecting rods and rod bearings; intake manifold; reed valves and reed blocks; rotary valves; exhaust manifold; motor mounts. Cylinder head(s), engine block and cylinder barrels if damaged as a result of a mechanical **Failure** of one of the covered engine components.

COOLING SYSTEM: Water pump; cooling fan motor; fan shaft and bearings; heat exchanger and radiator.

OIL INJECTION: Oil injection drive gear; oil tank; oil level sensor; oil lines; oil injection pump; oil injection metering system.

FUEL SYSTEM: Fuel tank; choke cable(s); fuel pump; fuel injector(s) and fuel injection metering system.

ELECTRICAL: (New Snowmobiles Only): Alternator; starter assembly (electric only); manually operated switches; wiring harness; ignition coil(s); rectifier, stator assembly; rotor assembly; CDI control box/electronic ignition control module; electronic fuel injection control module and voltage regulator.

GAUGES: All factory instrumentation (mechanical and electronic) and electronic instrument sensors.

CHAIN CASE: All internally lubricated parts within the chain case including upper and lower chain sprockets; automatic and manually adjustable tensioners; roller chain; silent chain; chain case; reverse gear and gearbox (excluding shifter mechanism).

STEERING: Inner and outer tie rod ends; drag link/steering link ends and spindle bushings.

BRAKE: Disc; hydraulic calipers; mechanical calipers; master cylinder and brake hoses.

PRIMARY DRIVE: Stationary and moveable sheaves; spider; outer cap and bushings.

SECONDARY DRIVE: Stationary and moveable sheaves; cam assembly; secondary (jack) shaft and bearings.

SEALS AND GASKETS (New Vehicles Only): Coverage will be extended to include Seals and Gaskets Coverage on covered components.

Personal Watercraft Component Coverage

ENGINE: All internally lubricated parts including: pistons; piston rings and pins; crankshaft and main bearings; connecting rods and rod bearings; reed valves and reed blocks; cylinder heads; crankcase.

LUBRICATING SYSTEM: Complete oil injection system; oil pump; oil injection drive gear; oil tank; oil cap; oil level sensor and oil lines.

FUEL SYSTEM: Fuel tank, fuel cap; petcock and fuel lines.

DRIVE LINE SYSTEM: Drive shaft; bushings; bearings and flywheel.

PUMP SYSTEM: All internally lubricated parts within pump housing; housing; bearings; impeller and bushings.

CONTROLS: Starter and choke primer switches; run and stop switches; throttle control handle; throttle cable and ignition switch.

STEERING: Steering control assembly; steering gate; rudder and nozzle (excluding cables).

ELECTRICAL: Alternator; starter; starter solenoid; ignition coils; rectifier; stator assembly; CDI box; electronic ignition module; voltage regulator, electrically operated gauges and wiring harness.

SEALS & GASKETS (New Vehicles Only): Coverage will be extended to include Seals and Gaskets Coverage on covered components.

Jetboat Coverage

ENGINE: All internally lubricated parts including: pistons, rings, pins, crankshaft and main bearings, connecting rods and rod bearings, reeds and reed blocks, cylinder heads, crankcase, flywheel. Cylinder block if damaged as a result of the Failure of an internally lubricated engine component.

LOWER UNIT: Gearcase head; bearing; oil retainer; gearcase assembly; driveshaft and upper bearing; shift rod and cover assembly; lower pinion bearing; forward and/or pinion gear; reverse gear; shift fork. Gearcase and/or propeller shaft if damaged as a result of the Failure of a lubricated covered component.

LUBRICATING SYSTEM: Oil pump; oil injection drive gear and/or shaft; oil tank; oil cap; oil level sensor; oil level warning horn; oil lines; check valve; complete oil injection metering system.

STEERING: Steering control helm assembly; steering gate; rudder; nozzle (excluding cables); steering bracket and bushing; swivel bracket bearing; control rack and yoke assembly; power steering pump; power cylinder assembly; steering wheel and coupling; steering cable.

JET DRIVE/PUMP SYSTEM: All internally lubricated parts in the pump housing; housing; bearings; impeller; bushings.

CONTROLS: Neutral start switch assembly; starter/choke primer switch; starter/stop button; throttle control handle; throttle cam lever; throttle and shift cable; shift interrupter switch; tilt/trim switch and ignition switch (excluding key and tumbler).

POWER TRIM AND TILT: Spring sending unit; oil pump; pump relief valve; spring; O-ring; trim cylinder; tilt cylinder; manual release valve; hydraulic pump; reverse lock valve; power tilt motor; power trim motor; mounts; pivots.

FUEL SYSTEM: Fuel delivery pump; fuel injection pump; fuel injector(s); fuel tank; fuel cap; petcock; flame arrester/air silencer; fuel lines; EFI (DFI) control module.

ELECTRICAL: Alternator; starter assembly; starter solenoid; voltage regulator; rectifier; ignition coil; switch box/power pack; electronic ignition module; trigger and sensor; windshield wiper motor; CDI box; all electrically operated gauges.

U-JOINT HOUSING/DRIVE LINE SYSTEM: Drive mount and steering components; transom plate; U-joint housing; U-joint housing bearing; U-joints; drive shaft(s); bushings; bearings; flywheel; pivot pin; shift lever.

SEALS & GASKETS (New Vehicles Only): Coverage will be extended to include Seals and Gaskets Coverage on covered components.

DIAMOND COVERAGE –

Includes PLATINUM, plus the following:

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 Contract.

Platinum & Diamond Options

Optional Coverage applies only if selected on the Administrator copy of the Application Page and indicated on Your Identification Card.

- **ANTI-LOCK BRAKES (ABS) (ON-ROAD MOTORCYCLES/SCOOTERS ONLY):**
Electronic control unit; anti-lock computer module; wheel speed sensors/exciters; proportioning valves; high pressure hydraulic pump; electro-hydraulic proportioning control valves; accumulator.
- **TRAILER PAK:**
Brake Components: Master cylinder, hydraulic brake actuator and backing plates.
Frame Components: Axle(s), brackets, bunks, couplers, fenders, hubs, roller cradles, spring hangers, welds and winch stands.
Suspension Components: Springs.
- **TURBO/SUPERCHARGER (MANUFACTURER INSTALLED ONLY):** Internal parts; vanes; shafts; bearings, bushings, waste gate and housing if damage is caused by a **Failure** of any of the above covered components.
- **SEALS & GASKETS (USED ON-ROAD MOTORCYCLES/SCOOTERS ONLY):** **Coverage** will be extended to include Seals and Gaskets **Coverage** on covered components.

Benefits

PICK-UP AND DELIVERY (Motorcycles, Personal Watercraft and Jetboats only): Pick-up and delivery charges up to sixty dollars (\$60) will be reimbursed when a **Failure** by a covered component disables your vehicle.

RENTAL REIMBURSEMENT (On-Road Motorcycles Only): Should the **Contract** holder's motorcycle become inoperable and have to remain overnight for repair at the Dealership, Dealer agrees, in the event of a mechanical **Failure** of a covered component, to furnish or reimburse the **Contract** holder for rental transportation. Such expense shall be limited to thirty dollars (\$30) per calendar day and not to exceed ninety dollars (\$90) per occurrence. In computing the amount due under this rental **Coverage**, only actual factory manual repair time on the vehicle is covered.

Example: .1 to 8 hours = 1 day; 8.1 to 16 hours = 2 days; 16.1 to 24 hours = 3 days.

ADDITIONAL RENTAL BENEFITS (On-Road Motorcycles Only): Rental benefit will be increased to the amount specified herein if repairs are delayed due to parts availability, provided **additional authorization is obtained from the Administrator**. Additional car rental **Coverage** due to parts availability will be thirty dollars (\$30) per day with a one hundred twenty dollar (\$120) limit (except where prohibited by law).

TRAVEL EXPENSES (On-Road Motorcycles only): **Contract** holder will receive reimbursement up to ninety dollars (\$90) per day for a maximum of three (3) days for expenses for meals (restaurants only) and/or lodging (hotels/motels only) incurred provided: (1) **Contract** holder cannot utilize motorcycle due to a mechanical **Failure** covered under this **Contract**, and is more than one hundred fifty (150) kilometres from home; and (2) meals and/or lodging are required because of the mechanical **Failure**, as defined causes a delay en route. The date of the mechanical **Failure** shall be considered the first day of the three (3) day maximum period. The expense must be incurred between the time of the **Failure** and the time when repairs are completed, or by the end of the third calendar day subsequent to the mechanical **Failure** if the repairs are not completed, whichever occurs first.

EMERGENCY ROADSIDE ASSISTANCE (On-Road Motorcycles Only):

Towing / Road Service / Lockout: 1-800-492-6762 – Producer Code: 28244 – Plan: “N”

In the event **Your Vehicle** is disabled, **We** will dispatch a service vehicle to **Your** location to assist **You**. In the event **Your Vehicle** is unable to continue under its own power **Your Vehicle** may be towed to a location of **Your** choosing. **We** will pay the first \$60 of any roadside assistance requested. Additional costs exceeding the first \$60 are **Your** responsibility and payment will be expected at the time service is rendered. When calling for towing or road service **You** must call toll-free **1-800-492-6762**. **You** will be required to give the representative assisting **You** the following information: Producer Code – **28244**, **Your Vehicle** Service **Contract** Number (located on the front right hand corner of this application) and **Your** Plan Letter which is **N**.

Coverage: **You** are entitled to one (1) service per 72-hours. **We** will pay the first \$60 for any of the following requested services: towing; battery jumpstart; flat tire change; essential fluid delivery (**You** are responsible for the actual cost of the delivered fluids i.e. gas, oil, water, etc.); locksmith (cost of replacement keys is not included).

Reimbursement: In the event **Your Vehicle** is disabled and **You** contracted for any of the above covered services on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration. Reimbursement will only be considered when properly licensed and insured providers provide a covered service; private citizen

services are not reimbursable. **Your** reimbursement for towing is \$60. Reimbursement for any other roadside service including locksmith services is \$60. **You** must send **Your** original receipted roadside bills along with a completed claim form to **Administrator**. Claim forms may be obtained from **Administrator**.

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 **Contract** 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 **Contract**. **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 what will be covered by this **Contract**.
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 **Administrator** 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 **Contract** holder that evaluation of a **Failure** does not mean that the repair is covered under this **Contract**. All covered repairs must receive prior authorization from **Administrator**.
2. Have **Contract** 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 **Contract** Holder that cost of tear down will not be paid if it is determined that the **Failure** is not covered under this **Contract**.
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 **Contract** 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**, **Contract** holder must authorize same. Notify **Contract** holder that if the repair is not covered, then **Contract** 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 **Contract** holder as well as what will be covered by **Contract** and what portion of the repair(s), if any, will not be covered.
7. Obtain **Contract** 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 **Contract** 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

Cancellation of Vehicle Service Contract

1. **You** may cancel this **Contract** by notifying us. A cancellation form will be required.
2. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for intentional misrepresentation in obtaining this **Contract** or in submitting a claim.
3. If **Your Vehicle** and this **Contract** has been financed, the lienholder may cancel this **Contract** for non-payment, or if **Your Vehicle** has been declared a total loss or has been repossessed. The rights under this **Contract** are transferred to the lienholder and the lienholder is also entitled to any resulting refund.

4. If this **Contract** is canceled within the first sixty (60) days if vehicle was purchased new or thirty (30) days if vehicle was purchased used and no claim has been filed, the entire **Contract** charge paid will be refunded. After sixty (60) days for new or thirty (30) days for used, or if a claim has been filed, an amount of the unearned **Contract** charge will be refunded according to the pro-rata method reflecting the days in force based on the term of **Contract** and the date when **Coverage** began.
5. A \$60 service charge will be deducted from all refunds after sixty (60) days for new and thirty (30) days for used vehicle **Contracts**.
6. In the event of cancellation, the lienholder, if any, will be named on the cancellation refund check.

Exclusions

FOR ALL COVERAGE LEVELS EXCEPT FOR DIAMOND, PARTS NOT LISTED ARE NOT COVERED.

FOR ALL COVERAGE LEVELS, THIS VEHICLE SERVICE CONTRACT PROVIDES NO COVERAGE OR BENEFITS FOR THE FOLLOWING:

- A. ANY PART NOT ORIGINALLY COVERED FOR THE FULL TERM OF OR SPECIFICALLY EXCLUDED BY THE MANUFACTURER WARRANTY. THE FOLLOWING PARTS: BATTERIES; AUDIO EQUIPMENT; ACCESSORIES; TIRES; CLUTCH PLATES; LOOSE SECURING HARDWARE; BENT SHIFT FORKS OR BENT VALVES (UNLESS CAUSED BY FAILURE OF A COVERED COMPONENT); STUCK VALVES DUE TO CARBON BUILD-UP, SNOWMOBILE SKIS/TRACKS/CLUTCH BELTS, CLUTCH WEIGHTS/ROLLERS/PINS/BUSHINGS, WHEELS UNDER SNOWMOBILE TRACK; HYFAX/SLIDE RAIL; MIRRORS; HOSES; COOLANT; BELTS; LUBRICANTS; BULBS; ANODES; CABLES; FUSES; FINAL DRIVE CHAINS, BELTS OR SPROCKETS; SHOCK ABSORBERS; FLUIDS (UNLESS REQUIRED TO REPAIR A FAILURE OF A COVERED PART); SEALS AND GASKETS ON NON-COVERED COMPONENTS; SEALS AND GASKETS FOR USED VEHICLES UNLESS THEY ARE REQUIRED TO REPAIR A FAILURE OF A COVERED PART OR THE SEALS AND GASKETS OPTION HAS BEEN PURCHASED.
- 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: SPARK PLUGS AND SPARK PLUG WIRES, IGNITION POINTS, POSITIVE CRANKCASE VENTILATOR VALVE, FILTERS AND PARTS DAMAGED DUE TO DIRTY FILTERS, BRAKE AND CLUTCH PARTS INCLUDING BUT NOT LIMITED TO BRAKE PADS OR SHOES, BRAKE DRUMS, THERMOSTATS, TUNE-UPS, ALIGNMENTS AND OTHER MAINTENANCE SERVICES AND PARTS, EVEN WHEN USED IN CONJUNCTION WITH REPLACEMENT OF COVERED PARTS. FOR 2 STROKE ENGINE, PISTONS, PISTON RINGS AND WRIST PINS. REFER TO OWNERS MANUAL FOR PERIODIC MAINTENANCE AND REPLACEMENT INTERVALS FOR REQUIRED MAINTENANCE ITEMS.
- C. REPAIRS OR REPLACEMENTS THAT DID NOT HAVE PRIOR SPECIFIC AUTHORIZATION BY ADMINISTRATOR.
- D. ANY FAILURE OF COMPONENTS STILL UNDER THE DEALER'S AND/OR MANUFACTURER'S WARRANTY. FAILURE OF PARTS SUBJECT TO RECALL FOR REPAIR AND/OR REPLACEMENT BY THE MANUFACTURER OR FOR THE REPAIR TO ANY COMPONENT/PART COVERED BY THE FEDERAL EMISSION WARRANTY, OR A REPAIRER'S WARRANTY.
- E. REPAIRS TO SEIZED OR DAMAGED ENGINES DUE TO CONTINUED OPERATION AFTER A FAILURE IS KNOWN OR SHOULD HAVE BEEN APPARENT TO THE OPERATOR. CUSTOMER IS RESPONSIBLE FOR MAKING SURE THE OIL WARNING LIGHT/GAUGE AND THE TEMPERATURE LIGHT/GAUGE ARE FUNCTIONING PROPERLY BEFORE OPERATING THE VEHICLE.
- F. DAMAGE CAUSED BY PRE-IGNITION DETONATION, PINGING, IMPROPER/CONTAMINATED FUEL OR IMPROPER ENGINE ADJUSTMENTS.
- G. IF PLATINUM COVERAGE IS SELECTED, REPAIRS TO PARTS OF THE VEHICLE NOT SPECIFICALLY INDICATED UNDER THE PLATINUM COVERAGE SECTION OF THIS CONTRACT.
- H. LIABILITY IN EXCESS OF THE ACTUAL CASH VALUE OF THE SPECIFIED PARTS AND OF THE LABOUR FOR THE REPAIR OR REPLACEMENT THEREOF.
- I. DAMAGE CAUSED BY LOSS OF OIL, LUBRICANT OR COOLANT REGARDLESS OF THE CAUSE.
- J. FAILURE WHEN VEHICLE IS USED FOR HAULING A TRAILER(S) WITHOUT MANUFACTURER'S RECOMMENDED TRAILER TOWING EQUIPMENT OR HAULING TRAILERS IN EXCESS OF RATED CAPACITY OF THE VEHICLE OR FAILURE TO FOLLOW THE MANUFACTURER'S OPERATOR'S MANUAL.
- K. FAILURE WHEN VEHICLE IS USED FOR RENTAL, RACING, COMPETITION DRIVING, SUSTAINED HIGH SPEED USE, ACCELERATION TRIALS, HARD OR ABUSIVE OPERATION INCLUDING BUT NOT LIMITED TO, WIDE OPEN THROTTLE OPERATION, HIGH SPEED ACCELERATION OR SHIFTING OF TRANSMISSION GEARS AT HIGH ENGINE RPM.
- L. THE FOLLOWING COMMERCIAL APPLICATIONS WILL NOT BE COVERED. SUCH EXCLUSIONS WILL INCLUDE, BUT NOT BE LIMITED TO, VEHICLES USED FOR LIVERY OR HIRE; SNOWPLOWS; POLICE, FIRE OR EMERGENCY; POOL VEHICLES OR VEHICLES WHICH REGULARLY HAVE MULTIPLE OPERATORS; AND VEHICLES WITH NON-STANDARD EQUIPMENT INSTALLED SPECIFICALLY TO FACILITATE COMMERCIAL USE.
- M. FAILURE OF PARTS SUBSTITUTED FOR STANDARD OR OPTIONAL EQUIPMENT, NOT INTENDED BY THE VEHICLE MANUFACTURER TO BE USED IN THE DESCRIBED VEHICLE, UNAUTHORIZED ALTERATION, IMPROPER INSTALLATION OF ATTACHMENTS OR PARTS; ANY REPAIR RESULTING FROM A NON-AUTHORIZED PART OR ACCESSORY.
- N. FAILURE CAUSED BY ENGINE SLUDGE OR CORROSION; RUST, RESIDUE, OR CORROSION IN RADIATOR (IF ANY) OR HEATER CORE; DAMAGE DUE TO CARBON BUILD UP ON CYLINDERS; AND REPAIRS TO CORRECT LOSS OF COMPRESSION OR OIL CONSUMPTION RELATED TO BURNT, CARBONED OR WORN PISTON RINGS OR VALVE PARTS.
- O. FAILURE OF ANY PARTS COVERED IN THIS CONTRACT IF ANY HI-PERFORMANCE, COMPETITION OR OTHER NON-STANDARD EQUIPMENT HAS BEEN INSTALLED IN DESCRIBED VEHICLE OR IF ANY ENGINE PARTS AS SUPPLIED BY VEHICLE MANUFACTURER HAVE BEEN DISCONNECTED OR ALTERED TO INCREASE PERFORMANCE.
- P. 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, EXPENSE, PROFIT, INCOME, STORAGE CHARGES, INCONVENIENCE, LOSS OF USE OF VEHICLE, OR ANY OTHER LOSS THAT RESULTS FROM A FAILURE (EXCEPT AS PROVIDED UNDER THE BENEFITS OR COVERAGES HEREIN.) THIS CONTRACT 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 CONTRACT) AND ATTORNEY'S FEES.

- Q. DAMAGE TO A COVERED COMPONENT RESULTING FROM A FAILURE OF NON-COVERED COMPONENT.
- R. FAILURE CAUSED BY RUPTURED OR DAMAGED RUBBER BOOTS.
- S. REPAIR OR REPLACEMENT OF A COVERED COMPONENT/PART TO CORRECT CONDITIONS THAT MAY REASONABLY BE ASSUMED TO HAVE EXISTED AT THE INCEPTION DATE OF THE COVERAGE PROVIDED BY THIS CONTRACT.
- T. MALFUNCTIONS RESULTING FROM COLLISION AND/OR ACCIDENT, VANDALISM, NEGLIGENCE, ABUSE, MISUSE, FALLING MISSILES OR OBJECTS, FIRE, THEFT, LARCENY, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, WAR, HAIL, WATER, FLOOD, MALICIOUS MISCHIEF, RIOT, CIVIL COMMOTION, LABOUR DIFFICULTIES, AESTHETIC DAMAGE INCLUDING BUT NOT LIMITED TO SCRATCHES, PAINT DETERIORATION, DENTS, NICKS, NORMAL WEAR AND TEAR, NATURAL DISASTER OR ACTS OF NATURE.
- U. ANY FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA OR CANADA.
- V. THE TOTAL COST OF COVERED LABOUR AND PARTS IN EXCESS OF THE ACTUAL CASH VALUE OF THE VEHICLE AT THE TIME OF THE REPAIR OR FAILURE.
- W. ANY FAILURE OCCURRING PRIOR TO THE CONTRACT PURCHASE DATE, OR IF INFORMATION PROVIDED BY YOU OR A REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.

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.

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

CB4-904 TGIC (6/10)

SPECIMEN