

# HYUNDAI PROTECTION PLAN EXTENDED PROTECTION AGREEMENT TERMS AND CONDITIONS

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Rev: 11/2015

This Agreement becomes effective upon acceptance by Hyundai Auto Canada Corp., as evidenced by its issue of a Contract Number, and consists of the terms and conditions set out below. By signing the Application, the **Customer** acknowledges having read and understood this Agreement in its entirety and hereby agrees with Hyundai Auto Canada Corp. (HACC) to be bound by the terms and conditions of this Agreement.

The **Customer** acknowledges and understands that this Agreement is subject to the kilometre and or time limitation noted on the Application, whichever occurs first. Once accepted by HACC, coverage commences on the date the Application is signed by the **Customer**. The calculation of the applicable kilometre and/or time limitation shall commence on the date the Vehicle manufacturer warranty began, subject to the conditions outlined in this agreement.

No agent, representative or employee of HACC or any of HACC's authorized dealers has the authority to make any promise, agreement or representation which is not provided for in this Agreement and any such promise, agreement or representation shall not be binding on HACC.

The **Customer** acknowledges and understands that this Agreement incorporates all terms and conditions between the **Customer** and HACC and that the **Certificate** to be issued by HACC merely confirms and incorporates the terms and conditions of this Agreement in their entirety.

In consideration of the Agreement Fee received by HACC and in reliance upon the statements made by the **Customer** in the Application, and subject to the following terms, conditions and limitations, it is agreed between the **Customer** and HACC as follows:

## **Section A. Terms and Definitions in this Agreement :**

In this Agreement, words in bold face have the following meanings:

1. "Agreement" or "Contract" means this Extended Protection Agreement.
2. "Agreement Fee" – means the amount paid or payable by the **Customer** to HACC for this Agreement and applicable to the Vehicle.
3. "Application" means the Application for Hyundai Protection Plan
4. "Authorized Dealer" or "Authorized Hyundai Dealer" – means any Hyundai dealer, authorized by HACC to sell Hyundai branded vehicles.
5. "Certificate" means the Agreement Certificate issued by HACC, evidencing the coverage of the Vehicle with respect to the Extended Protection Agreement.
6. "Certified Pre-Owned (CPO) Vehicle" – means the vehicle more particularly described in the Application under Coverage Information, which, at the date the Application is signed, is previously-owned and Certified by an Authorized Hyundai Dealer and where the manufacturer's warranty began less than six (6) years prior to the date of certification and the vehicle had accumulated 120,000 kilometres or less.
7. "Club Auto" – means Club Auto Roadside Services Ltd., whose registered office is located at 60 Commerce Valley Drive East, Thornhill, Ontario L3T 7P9.
8. "Covered Components" – means those components of the Vehicle described in Section D of this Agreement. Covered Components are, at the choice of HACC, new or factory rebuilt parts or parts of a like or better quality.
9. "**Customer**" – means the owner of the Vehicle to which this Agreement applies and whose name appears on the Application, as well as any owner of the Vehicle to which this Agreement has been transferred pursuant to Section I of this Agreement.
10. "HACC" – means Hyundai Auto Canada Corp., whose registered office is located at 75 Frontenac Drive, Markham, Ontario L3R 6H2.
11. "Hyundai Factory Warranty" - means the original manufacturer's warranty coverage attached to the Vehicle for the term of five (years) or 100,000 kilometres.
12. "Lien holder" - means any person or company that has advanced the money for the purchase of this Agreement or the Vehicle.
13. "New Vehicle" – means the vehicle more particularly described in the Application under Coverage Information, which, at the date the Application is signed, is factory-new and eligible for the original full range of manufacturer's warranty benefits or a vehicle which has been in operation for not more than 36 months or 60,000 kilometres, whichever occurs first, from the date the manufacturer's warranty began.
14. "Original In-Service Date" - means the date in which the Vehicle was first put into service as registered by HACC.
15. "Repair" or "Repairs" or "Repaired" – means the repair and/or replacement of Covered Components under this Agreement.
16. "Term" – means the period of coverage for the Vehicle as described on the Application and the Certificate.
17. "Used Vehicle" – means the vehicle more particularly described in the Application under Coverage Information, which, at the date the Application is signed, is previously-owned and where the manufacturer's warranty began less than five (5) years or 100,000 kilometres prior to the date of application.

18. "Vehicle" - means the vehicle more particularly describe in the Application under Coverage Information.

#### **Section B. Contract Period :**

1. **New Vehicle Plans:** A new vehicle plan:
  - a) commences on the Date of Application as set out on the Application; and (b) is effective at the current odometer reading as shown on the Application. Expiration of a new vehicle plan is measured according to the Term selected and begins at the Original In-Service Date and zero (0) kilometres. The Certificate provides the Contract Expiration Date and Contract Expiration Mileage for the Contract.
2. **Used Vehicle Plans:** A used vehicle plan:
  - a) commences on the Date of Application as set out on the Application; and (b) is effective at the current odometer reading as shown on the Application. Expiration of a used vehicle plan is measured according to the Term selected and begins at the Date of Application as set out on the Application and with the current odometer reading. The Certificate provides the Contract Expiration Date and Contract Expiration Mileage for the Contract.
3. **Certified Pre-Owned (CPO) Vehicle Plans:** A Certified Pre-Owned vehicle plan commences from the expiration of the **Hyundai Factory Warranty**, provided the vehicle retains a balance of outstanding **Hyundai Factory Warranty** at time of registration as a **Certified Pre-Owned Vehicle**. If the vehicle does not retain any balance of **Hyundai Factory Warranty** at time of registration as a **Certified Pre-Owned Vehicle** the plan: (a) commences on the Date of Application as set out on the Application; and (b) is effective at the current odometer reading as shown on the Application. Expiration of a used vehicle plan is measured according to the Term selected and begins at the Date of Application as set out on the Application and with the current odometer reading. The Certificate provides the Contract Expiration Date and Contract Expiration Mileage for the Contract.

#### **Section C. Benefits and Conditions of this Agreement :**

1. **HACC** agrees to pay to any **Authorized Dealer** the cost of Repairs to, or replacement of **Covered Components** made necessary by defects in, or malfunction of, original workmanship or materials furnished by the manufacturer of the Vehicle which defect or malfunction caused malfunction or breakdown of the **Vehicle** to occur during the term of this Agreement.
2. **HACC** agrees to provide the roadside services set out at Section H of this Agreement at no expense, subject to the applicable conditions and exceptions in that section.
3. Only Hyundai branded vehicles manufactured by Hyundai Motor Company or its affiliates or subsidiaries shall be eligible for the coverage set out in this Agreement.
4. Rental costs for a temporary replacement vehicle up to \$35.00 Cdn. per day to a maximum of five (5) days (\$175.00 Cdn.) when rented from a recognized rental establishment or agency, per **Repair** occurrence, will be paid while the **Vehicle** is being Repaired, provided the **Repairs** are expressly covered by this Agreement and provided further that the **Vehicle** is inoperable overnight or longer.
5. This Agreement is fully transferable, provided the **Customer** complies with the provisions of Section I of this Agreement.
6. This Agreement may be cancelled and is refundable, in whole or in part, provided the **Customer** complies with the provisions of Section J of this Agreement.
7. **HACC** agrees to pay parts and labour costs at a rate based on the current **HACC** labour time standard.
8. Notwithstanding anything else herein contained, in the event that **Covered Components** are not readily available for whatever reason, the liability hereunder of **HACC** shall be limited to the cost of such **Covered Components**, plus required labour costs incidental thereto.
9. It shall be a condition precedent to the obligations of **HACC** under this Agreement that the **Customer** shall, with respect to the **Vehicle** and at his or her expense, throughout the full term of this Agreement:
  - a) have the engine oil and oil filter changed at regular intervals as required by the manufacturer;
  - b) have all other normal maintenance and services performed as recommended by the manufacturer or Authorized Dealer; and
  - c) have normal tires maintenance and services performed as recommended by the manufacturer or Authorized Dealer,all in accordance with the recommendations and schedules provided by the **Vehicle** manufacturer or Authorized dealer from time to time.
10. This Agreement shall automatically terminate without the necessity of any action being taken or notice given by **HACC** in the following events:
  - a) should it be found at any time by **HACC** that information provided by the **Customer** and/or dealer regarding the **Vehicle** was materially inaccurate; or
  - b) should it be determined at anytime during the terms of this Agreement that the **Vehicle** is or was ineligible for the coverage provided under this Agreement.

11. **HACC** shall not be liable for any consequential and/or resultant loss, damage, injury or death (including any costs or expenses, legal or otherwise, relative thereto), of any nature whatsoever, suffered by any person, firm or corporation, arising directly or indirectly from any **Repairs** or from delays or failure to make **Repairs** covered under this Agreement, including labour and workmanship incidental to such **Repairs**.
12. The terms of this Agreement cannot be amended in any way without the express written consent of both the **Customer** and **HACC**.
13. This Agreement gives the **Customer** and **HACC** certain specific legal rights and obligations which are in addition to any other rights and obligations imposed by legislation from province to province.
14. When **Repairs** are required to the **Vehicle** which are covered under this Agreement, the **Customer** must:
  - a) return the **Vehicle** to an **Authorized Hyundai Dealer**; or
  - b) when traveling, call Hyundai's Customer Relations at 1.888.216.2626 for the name and location of the nearest **Authorized Hyundai Dealer**; or
  - c) if the **Vehicle** cannot be safely operated, contact the roadside assistance call centre at 1-800-268-9958 for Towing Service to an **Authorized Dealer** as set out in Section H of this Agreement. Other terms and conditions regarding Towing Service are more fully provided in Section H of this Agreement.
15. The **Customer** must notify **HACC** within fifteen (15) days of any address change by contacting an **Authorized Hyundai Dealer** or Hyundai's Customer Relations at 1.888.216.2626.
16. This **Agreement** is valid only while the vehicle is registered in Canada. If the vehicle is registered to, or normally driven in a location outside of Canada during the term of this **Agreement**, this Agreement shall automatically terminate.
17. Notwithstanding anything else herein contained, in the event that components required for **Repair** are not readily available for whatever reason, the liability hereunder of **HACC** shall be limited to the cost of such components, plus required labour costs incidental thereto.
18. If the **Vehicle** coverage plan is subject to a deductible, the **Customer** is responsible for paying the deductible amount per repair visit for covered **Repairs**. If the Vehicle coverage plan is subject to a deductible, the Customer is responsible for paying all deductible amounts under the applicable coverage plan set out on the Certificate and Application.

#### **Section D. Covered Components :**

**Covered Components** for HPP plans in this Agreement are as follow:

##### **1. Powertrain Plans**

- a) **Engine (and all internally lubricated parts contained within the engine) :** Cylinder Block, Cylinder Head(s); Pistons, Piston Rings & Wrist Pins; Connecting Rods & Bearings; Crankshaft; Camshaft; Camshaft Bearings, Case & Followers; Timing Gears, Guides, & Tensioner; Timing Cover & Housing; Rocker Arms, Shafts, Bearings; Cylinder Head Valves, Guides, & Lifters; Springs, Seals, Retainers, & Seats; CVVT Actuator; Oil Pump; Oil Pump Housing; Harmonic Balancer; Intake & Exhaust Manifolds; Valve Covers; Engine Mounts; Water Pump; Seals & Gaskets; Timing Chain; Engine Oil Cooler; Crankshaft Pulley;
- b) **Transmission (Automatic or Standard and all internally lubricated parts) :** Transmission Case & Internal Parts; Torque Converter; Flywheel/Flex Plate; Transmission Control Module; Clutch Bearing Assembly; Transmission Mount; Seals & Gaskets; Ring Gear; Hydraulic Clutch Master & Clutch Slave Cylinders; Factory Installed Transmission Cooler & Lines; Hydraulic Lines & Fittings;
- c) **Transfer Case (and all internally lubricated parts) :** Transfer Case Housing & All Internal Parts; Seals & Gaskets; Mounts;
- d) **Drive Axle (and all internal parts contained within the Differential) :** Axle Shafts; Drive Shafts & Yokes; Universal Joints; Centre Support Bearing; Constant Velocity Joints; Wheel Bearings/Hub Assemblies; Axle Bearings; Four-Wheel Drive Actuator; AWD Coupler; Differential; Seals & Gaskets;
- e) **Fuel Delivery :** Fuel Pumps & Relays; Injectors; Fuel Delivery Lines; Seals & Gaskets;

##### **2. Premium Plans:**

All components covered in Powertrain Plans, as well as:

- a) **Turbocharger:** Seals & Gaskets; Turbocharge Assembly; Waste Gate System; Intercooler and Tube;
- b) **Brakes:** Master Cylinder; Vacuum/Assist Booster; Disc Brake Calipers; Wheel Cylinders; Proportioning Valve; ABS Hydraulic Control Unit; HECU; Accumulator & Vacuum Pump; ABS Electronic Control Module; Seals & Gaskets; Backing Plates; Brake Hydraulic Lines & Fittings; ESC Module; Wheel Speed Sensors & Tone Wheel; Manual & Electric Parking System; Cables;
- c) **Electrical:** Alternator Assembly; Starter Motor Assembly; Solenoid & Drive; Engine Compartment Wiring Harness; Electronic Powertrain Control Module; Electronic Ignition Module; Front & Rear Window Wiper Motor(s); Stop Lamp Switch & Headlamp Switch; Turn Signal Switch & Multifunction Switch; Heater/A.C. Blower Speed Switch; Horns; Washer Pump & Switch; Manual Heater/A.C. Control Assembly & PWM Module; Instrument Cluster; Variable Charge Motion Actuator; Crank Angle Sensor; Ignition Coils; Cruise Control System; Power Window Motor(s); Power Window Switch; Rear Defroster Switch; Power Door Lock Actuator & Switch; Audio Unit Assembly; Parking Assist System; Blind Spot Detection Components; Rear View Camera Components; Ignition Switch & Start Button;

- d) **Electric/Hybrid Vehicle Components:** Hybrid Starter Generator; Hybrid Power Control Unit; Automatic Transmission;
- e) **Air Conditioner:** Condenser & Compressor; Clutch & Pulley; Air Conditioning Lines & Hoses; Evaporator; Idler Pulley & Idler Pulley Bearing; High/Low Compressor Cut-Off Switch; Expansion Valve; Receiver/Dryer Condenser; Seals & Gaskets; Refrigerant in conjunction with the repair or replacement of a component listed above;
- f) **Front & Rear Suspension:** Torsion Bars, Mounts & Bushings; Stabiliser Bar, Links & Bushings; Spindle & Spindle Support; Coil Springs; Upper/Lower Control Arms & Trailing Arms; and
- g) **Cooling:** Engine Cooling Fan, Motor & Relay; Water Pump & Pulley; Tensioner; Radiator/Heater Core; Blower Motor & Resistor; Hot Water Control Valve; Seals & Gaskets; Thermostat.
- h) **Fuel Delivery :** Fuel Injection Sensors & Control Units; (except Oxygen Sensor); Fuel Pressure Regulator;
- i) **Steering :** Rack & Pinion Steering Gear (all internal parts); Power Steering Pump; Steering Knuckle; Steering Column Assembly & EPS Module; Seals & Gaskets; Control Valve; Tie Rod Ends & Boots; Cooler; High Pressure Hoses; Return Hoses; Lines & Fittings.

### 3. Premium Plus Plans:

Premium Plus Plans provide coverage for all vehicle components other than the following exclusions:

- a) **Accessory Items :** Cell Phones; Non-Factory Electronic Keyless Entry Transmitter (Key Fob); Non-Factory Audio Equipment;
- b) **Wear and Tear Items :** Exhaust and Emission Systems; Batteries; Clutch Assembly; Brake Rotors and Drums; Friction Clutch Disc and Pressure Plate; Light Bulbs; Fuses; Throw Out Bearing; Door and Trunk handles;
- c) **Cosmetic Items :** Glass; Lenses; Sealed Beams; Weather Strips; Trim Items; Moldings; Bright Metal; Chrome; Upholstery and Carpet; Paint; Outside Ornamentation; Bumpers; Body Sheet Metal and Panels; Frame and Structural Body Parts.

Premium Plus Plans also provides Tire Road Hazard Protection. (Refer to Section F for coverage details).

### 4. Extended Protection Add-On Coverage Options:

For contracts which have included the Multi-Media Software Package add-on, refer to Section E for information on Multi-Media Software Package Coverage.

#### Section E. Multi-Media Software Package – Benefits and Conditions (HPP+Multi-Media Software Package plans only) :

This Section E provides Multi-Media Software Package Coverage subject to the limitations and conditions below:

1. For the Term of the Contract, software updates to the **Vehicle's** factory entertainment or navigation system issued after the purchase date of the Contract are covered and performed at no cost to the **Customer**.
2. The maximum aggregate benefit limit for the Multi-Media Software Package benefit is \$500, for the Term of the Contract.
3. Multi-Media Software updates must be performed at an **Authorized Hyundai Dealer**. Multi-Media Software updates performed anywhere other than an **Authorized Hyundai Dealer** are not eligible for coverage and any funds paid will not be eligible for reimbursement.

#### Section F. Tire Road Hazard Damage Coverage – Benefits and Conditions (New Vehicle Premium Plus Plans only) :

This Section F provides **Tire Road Hazard Damage** coverage for the **Vehicle** subject to the limitations and conditions below. This Section F for Tire Road Hazard Damage Coverage applies to **New Vehicle Premium Plus Plans** only. **New Vehicle Powertrain Plans, New Vehicle Premium Plans, Used Vehicle Plans** and **Certified Pre-Owned Vehicle Plans** are not subject to this coverage.

1. In this Section F, words in bold face have the following meanings
  - a) **Failed Tire** means the tire (or tires) currently installed on the **Vehicle**, which is original equipment or a new replacement tire purchased and installed by an Authorized Hyundai Dealer, that is damaged as a direct result of **Road Hazard Damage**.
  - b) **Original Usable Tread** means the original tread depth of the **Failed Tire** (in inches) less 2/32 of an inch (considered not usable), as determined by the **Authorized Hyundai Dealer**.
  - c) **Percentage Of Unworn Tread** means the percentage obtained by dividing the **Unworn Tread** by the **Original Usable Tread**, as determined by the **Authorized Hyundai Dealer**.
  - d) **Prevailing Repair Rate** means the current labour and materials rate, including applicable taxes, charged by the **Authorized Hyundai Dealer** to repair the **Failed Tire**, but does not include the cost of valve stems, mounting, balancing, alignment, miscellaneous fees and any applicable taxes.
  - e) **Prevailing Replacement Rate** means the current labour and materials rate, including applicable taxes, charged by the **Authorized Hyundai Dealer** to replace the **Failed Tire** with a **Replacement Tire**, but does not include the cost of valve stems, mounting, balancing, alignment, disposal fees, tariffs, miscellaneous fees and any applicable taxes. Replacement tire costs to be covered by HACC are determined on a pro-rata basis and are calculated using the unworn tread depth relative to the original tread depth of the tire when new.

- f) **Replacement Tire** means a tire of the same type or comparable basic construction as the **Failed Tire**, as determined and selected by the **Authorized Hyundai Dealer**.
  - g) **Road hazard Damage** means damage that occurs when a tire fails as a direct result of a puncture, cut, bruise, or impact break incurred during the course of normal driving on a roadway maintained by local authority.
  - h) **Unworn Tread** means the current tread depth of the **Failed Tire** in inches, as determined by the **Authorized Hyundai Dealer**.
2. In the event any tire installed on the **Vehicle** fails due to **Road Hazard Damage**, the **Failed Tire** will be repaired, or replaced with a **Replacement Tire** if not repairable, by and at the discretion of an **Authorized Hyundai Dealer**.
  3. Coverage is not provided under this Section F:
    - a) where the repair or replacement of the **Failed Tire** is performed by an independent individual or service facility other than an **Authorized Hyundai Dealer**;
    - b) where the current tread depth of the **Failed Tire** is less than 3/32 of an inch;
    - c) where the age of the **Failed Tire** is more than five (5) years, as verified by the original purchase invoice of the **Failed Tire**;
    - d) for rims;
    - e) for any damage that is caused by or is a result of impact with a curb, defects in material or workmanship by the tire manufacturer, willful or intentional acts, lack of proper maintenance, misuse, abuse, neglect, overload, improper inflation, improper balancing, improper alignment, improper application, improper tire repair, commercial application, racing, high-speed spinning, snags, brake lockup, improper mounts or dismounts, off road use, vehicle accident or collision, vandalism, fire, theft, snow chains or studs, rapid or irregular wear, leaks due to corroded rims or faulty valve stems, mechanical failure or interference with **Vehicle** components, all as determined by the **Authorized Hyundai Dealer**; consequential, special, direct, indirect, exemplary or incidental damage; or
    - f) for damage caused by the **Customer** or an individual with express or implied permission to possess the **Vehicle** while committing or attempting to commit a criminal act.
  4. In order to claim for coverage as provided under this Section F, the **Customer** must visit an **Authorized Hyundai Dealer**.
  5. In case of claim by the **Customer** for repair of a **Failed Tire**: Where the **Authorized Hyundai Dealer** repairs the **Failed Tire** in accordance with the conditions of this Section F, **HACC** and the **Customer** will jointly pay the **Prevailing Repair Rate** to the **Authorized Hyundai Dealer** in the proportions as set out below:
    - a) **HACC** will pay the initial Forty-Five Dollars (\$45.00) of the **Prevailing Repair Rate**, on a per tire basis; and
    - b) The **Customer** will pay the balance of the **Prevailing Repair Rate**, being the difference between the Prevailing Repair Rate and the amount paid by **HACC** in accordance with subsection (a) above.

The **Customer** is solely responsible for paying the cost of any valve stems, mounting, balancing, alignment, miscellaneous fees and any applicable taxes.
  6. In case of claim by the **Customer** for replacement of a **Failed Tire** with a **Replacement Tire**: Where the **Authorized Hyundai Dealer** replaces a **Failed Tire** with a **Replacement Tire** in accordance with the conditions of this Section F, **HACC** and the **Customer** will jointly pay the **Prevailing Replacement Rate** to the **Authorized Hyundai Dealer** in the proportions as set out below:
    - a) **HACC** will pay the amount obtained by multiplying the **Prevailing Replacement Rate** by the **Percentage of Unworn Tread**, on a per tire basis; and
    - b) The **Customer** will pay the balance of the **Prevailing Replacement Rate**, being the difference between the Prevailing Repair Rate and the amount paid by **HACC** in accordance with subsection (a) above.

**Section G. Components or Repairs Not Covered :**

This Agreement does not cover:

1. **Repairs** to any component or components not listed above in Section D;
2. **Repairs** for damage caused by any component or components not listed in Section D;
3. **Repairs** for damage caused or contributed to by ordinary wear and tear, or for gradual reduction in operating performance due to ordinary wear and tear;
4. Oil consumption which is not caused by a mechanical breakdown but by ordinary wear and tear or the consequences thereof, including the gradual reduction in operating performance;
5. Valve grinds which are not caused by mechanical breakdown but by ordinary wear and tear or the consequences thereof, including the gradual reduction in operating performance;
6. Nuts, bolts, fluids, lubricants, shop supplies, environmental disposal fees;
7. Additional diagnostic time, over and above what is supplied in the current Labour Time Standard (LTS) time, is not covered;

8. **Repairs** for damage caused by or contributed to by overheating and/or loss of coolant and/or lubricants;
9. **Repairs** for damage to **Covered Components** due to some external cause;
10. **Repairs** for damage caused or contributed to by water, rust and/or carbon;
11. **Repairs** made without HACC's prior approval;
12. **Repairs** related to upgrading and/or reconditioning;
13. **Repairs** for damages caused or contributed to by **Vehicle** alteration or modification in a manner not recommended by the **Vehicle** manufacturer;
14. **Repairs** when it is discovered that the odometer of the **Vehicle** is not functioning, or has been replaced or the reading has been altered, unless **HACC** is notified within seven (7) days of the odometer ceasing to function properly, being replaced, or the reading being altered, this event has occurred and documentary proof of the date and mileage at the time of change or replacement of the **Vehicle's** odometer is submitted to HACC;
15. **Repairs** in instances where there has been a default, material breach or material non-compliance with the **Vehicle** manufacturer's warranty;
16. **Repairs** for damages caused or contributed to by collision, upset, fire, theft, racing, neglect or abuse, or if the **Vehicle** is driven to destruction;
17. **Repairs** to a **Vehicle** if it is used for commercial purposes, including, without limitation, police, bus, taxi, fire, courier or delivery service, or for towing and snowploughing;
18. **Repairs** for damages caused or contributed to by the **Vehicle** pulling a trailer or the **Vehicle** being pulled unless equipped with the **Vehicle** manufacturer's approved trailer towing package installed and used in accordance with the **vehicle** manufacturer's specification;
19. **Repairs** when the engine is damaged as a result of the use of incorrect fuels or fuel filtering system;
20. **Repairs** made to the **Vehicle** outside Canada or the United States of America;
21. **Repairs** for damage caused or contributed to by the **Customer's** failure to use all reasonable means to protect the **Vehicle** from further damage following a malfunction or breakdown; or
22. **Replacement** of the following items which are considered maintenance parts: battery, glass, lenses, sealed beams, light bulbs, trim, mouldings, bright metal, upholstery, paint, exhaust system, brake pads, lining, rotors and drums, clutch assemblies, shock absorbers, spark plugs, belts, external linkage, fuses and wiper blades. Tires are also considered maintenance parts under HPP coverage but will be covered under Premium Plus Plans subject to the terms and conditions outlined in Section F.

#### **Section H. Roadside Service – Benefits and Conditions :**

1. This Section H provides supplementary roadside assistance coverage, during the term of this Agreement, unless such coverage is provided by the **Vehicle** manufacturer. If the **Vehicle** manufacturer provides roadside assistance services with the **Vehicle**, then the coverage under this Section H does not commence until such manufacturer's coverage has expired.
2. Should the **Customer** become stranded in Canada or the continental United States, the services provided by this Section H are available by contacting the roadside assistance operator at 1-800-268-9958 and providing the following information:
  - Your name, address and telephone number:
  - Vehicle Identification Number:
  - Original date of purchase;
  - The problem with the **Vehicle**;
  - A precise location where the service person can locate your **Vehicle**;
  - Current odometer reading;
  - Name of selling Authorized Hyundai Dealer;
  - License plate number.
3. The following roadside services are provided at no expense, except as outlined below:
  - a) Fuel Delivery Service (Gasoline): The roadside assistance operator will arrange to have an emergency supply of gasoline, up to 10 L (when available), delivered to your location. The expense of the gasoline will be paid for by the **Customer** at current pump prices (specific qualities, brands or octane cannot be promised).
  - b) Flat Tire Changing Service: The roadside assistance operator will arrange for a service person to change a flat tire provided there is a serviceable inflated and mounted spare tire.
  - c) Lockout Service: The roadside assistance operator will arrange to have a service person attempt to open your **Vehicle** should your keys be locked inside the passenger compartment. You will be required to sign a release of liability form prior to service being rendered.
  - d) Battery Boosting Service: The roadside assistance operator will arrange to have a service person boost the battery in an attempt to enable a disabled **Vehicle** to proceed under its own power
  - e) Mechanical First Aid Service: The roadside assistance operator will dispatch a service person to perform minor adjustments, not requiring parts or supplies, in an effort to enable the **Vehicle** to operate under its own power.

- f) Towing Service–Vehicle Inoperable: The roadside assistance operator will arrange to have your **Vehicle** towed from the breakdown location to the priority destination. Should a **Club Auto** service person fail to make the **Vehicle** safely operable the priority destination shall be determined in the following priority:
- (i) The Dealer of choice if specified by the **Customer** at the time of call is within 35 kilometres of breakdown, but if the Dealer of choice is greater than 35 kilometres from the site of the breakdown, the **Customer** is required to pay the difference. **Customers** not specifying a Dealer will be towed to the nearest Hyundai dealer within a 100–kilometre radius.
  - (ii) The nearest **Club Auto** contract station or approved auto repair facility. (NOTE: **Club Auto** contract stations or approved repair facilities are NOT authorized to perform warranty **Repairs**).
- g) Winching and Extrications Service: The roadside assistance operator will arrange for one service vehicle to winch or extricate your **Vehicle** when it can be safely reached from a normally traveled road or thoroughfare.
- h) U.S. Arrest Bond Certificate Service (Maximum \$5,000.00 Cdn): Should the registered **Vehicle** owner, while operating his/her **Vehicle** in the continental United States, happen to be charged with a traffic violation and arrested, **Club Auto's** \$5,000.00 Guaranteed Arrest Bond Certificate located on the backside of the Hyundai ID card will, in most cases, obtain the Customer's immediate release (provided the jurisdiction accepts the Arrest Bond Certificate) without detainment or having to pay a cash fine. (The registered **Vehicle** owner is the person whose name appears on the Department of Motor Vehicles Registration Permit.) **Club Auto** will pay the amount of the fine of the American Court on your behalf, not in excess \$5,000.00 Cdn. Upon the Customer's return to Canada, **Club Auto** will bill the Customer the amount of the fine paid on the Customer's behalf. If the **Customer** fails to reimburse **Club Auto** in full for the amount paid in court fines to the American Court on your behalf, within 30 days of the date of the invoice, the **Customer** shall forfeit all coverage under this Agreement.
- Excluded from the U.S. Arrest Bond Certificate Service provision are the following offences or traffic violations:
- Those that occur in U.S. states that do not accept the Arrest Bond Certificate;
  - Failure to appear on prior traffic violations;
  - Those involving alcohol, drugs or narcotics;
  - Driving on a suspended or revoked driver's license;
  - Hit and run offences;
  - Failure to present evidence of insurance;
  - Illegal use of falsification of license or registration;
  - Engaging in any felonious acts;
  - Attempt to elude or eluding of a police officer;
  - Using a **Vehicle** for commercial purposes; and
  - Those involving a traffic fine in excess of \$5,000.00 Cdn.
- i) Trip Interruption Assistance Service: Subject to the conditions set out below, Trip Interruption benefits will pay a maximum of \$300.00 Cdn to a **Customer** whose **Vehicle**, while being driven by the **Customer** in Canada or the continental United States, is disabled as a result of an unforeseen mechanical break down or accident 100 kilometres (62.5 miles) or more from home and where the **Vehicle** is immobile for a period of 24 hours or more. This coverage does not apply where the **Vehicle** is at an **Authorized Dealer for Repairs**.
- i. The following expenses shall be eligible for reimbursement:
    - Rental car, and/or
    - Local lodging and meals, and/or
    - Commercial transportation to destination or home
  - ii. *Conditions of Trip Interruption Assistant Service:*
    - (a) The mechanical breakdown or accident must occur 100 kilometres or more from the **Customer's** residence.
    - (b) The **Vehicle** must be disabled to the extent that it cannot be safely driven.
    - (c) An accident must be reported to the nearest Police Agency and a copy of the police accident report submitted with all claims. If no police report was made or is unavailable for any reason, coverage will be denied.
    - (d) Benefits are provided for a period of up to 72 hours from the time of the incident.
    - (e) Rental vehicles must be obtained from a local bona fide vehicle rental agency.
    - (f) Local meals and lodging must be obtained in the general vicinity of the location at which the **Vehicle** is being Repaired.

- (g) Commercial transportation must be obtained from a common carrier (airline, bus, train, taxi, etc.) licensed to carry passengers for hire.
  - (h) Itemized and receipted bills covering any expense claimed must be submitted with a claim.
  - (i) Only one payment per incident will be made and payment will be made directly to the **Customer**.
  - (j) All claims for Trip Accident Assistance benefits must be submitted to Club Auto within 60 days of the date of the incident.
- iii. *Exclusions to Trip Interruption Assistance Service:*
    - a) Any cost for overnight lodging will be limited to the cost of one room per night for a maximum of three nights.
    - b) Any cost for commercial transportation (airline, bus, train) will be limited to the cost of one adult ticket. Taxi fare from the airport, bus or train depot will be paid in addition to the cost of one adult ticket.
  - iv. *Claims Procedure for Trip Interruption Assistance Service:*
    - a) Claims forms are available on request from Club Auto.
    - b) Customers should complete the form providing the required information and return the form with all supporting documentation to Club Auto.
    - c) The decision of Club Auto in relation to any claims for Trip Interruption Assistance benefits is final and binding.
3. The Services provided pursuant to this Section H do not include or does not extend to:
- (a) Transporting disabled Vehicle operators and their passengers to or from their disabled Vehicle or transporting such persons after the service has been rendered.
  - (b) Accepting appointments for service calls.
  - (c) Costs of parts, labour or incidental expenses (telephone calls, etc.) related to the Repair of the Vehicle under any circumstances. These expenses may or may not be Covered Components under this Agreement.
  - (d) A Vehicle which is abandoned, unlicensed or to be towed to a salvage yard.
  - (e) Any charges relating to impounding or storage.
  - (f) Service to a Vehicle driven into an area not regularly traveled or which is impassable (e.g. private recreational roads, mud driveways, laneways or beaches).
  - (g) Service to a Vehicle located in snowbound areas (note: Club Auto will not shovel snow to access the Vehicle or provide service to Vehicles located in unplowed driveways).
  - (h) Delays are sometimes unavoidable due to heavy demands for service. Under this circumstance, Club Auto reserves the right to limit towing to the nearest repair facility. If the Vehicle is already in a safe place, such as a private or public garage, driveway etc., Club Auto reserves the right to service the Vehicle only after the heavy demand is over.
  - (i) In rendering service, the service outlet acts as an independent contractor rather than an agent of Club Auto. Club Auto/HACC assumes no responsibility for any loss or damage from the provision of such services. Any damages resulting from the acts of the independent service facility personnel are the sole responsibility of the facility and should be reported to the proprietor within 24 hours and prior to any Repairs.
  - (j) Charges for service, Repairs or labour which exceed those specified are at the Customer's expense, at prevailing retail rates.
4. **Club Auto** contract stations or approved repair facilities are not authorized to perform warranty Repairs.
5. **HACC** reserves the right to limit or discontinue services, if in the opinion of **HACC** there is abuse of the service such as claims becoming excessive in frequency or type of occurrence.

#### **Section I. Transfer of this Agreement to Subsequent Owners of the Vehicle :**

This Section I outlines eligibility for contract ownership transfer subject to the limitations and conditions outlined below.

1. The **Customer** may transfer to subsequent owners of the **Vehicle** all the **Customer's** rights and obligations under this Agreement provided that, within fifteen (15) days of the resale of the **Vehicle**, the **Customer** contacts an **Authorized Hyundai Dealerships** to perform the contract transfer or sends to **HACC** by prepaid registered mail:
  - a) a copy of this Agreement with the transfer/cancellation form duly completed (the transfer/cancellation form can be obtained from any Authorized Dealer or by contacting **HACC** directly at cr@hyundaicanada.com); and
  - b) a copy of the Bill of Sale relating to the resale of the **Vehicle**; and
  - c) a contract transfer fee of fifty dollars (\$50.00) plus applicable taxes.



2. A contract transfer fee of fifty dollars (\$50.00) plus applicable taxes must be paid by the **Customer** to complete the contract transfer. The transfer fee does not apply where prohibited by law.

#### **Section J: Cancellation of this Agreement (New Vehicle Plans only):**

This Section J outlines eligibility for cancellations subject to the limitations and conditions below. This Section J for cancellation of extended warranty contracts applies to **New Vehicle Plans** only. **Used Vehicle Plans** and **Certified Pre-Owned Vehicle Plans** are not eligible for cancellation.

1. The **Customer** may cancel this Agreement by completing a Cancellation Request Form. The Cancellation Request must be signed by the **Customer** and an **Authorized Hyundai Dealership** after the odometer reading has been recorded. The **Authorized Dealer** will then forward the completed Cancellation Request Form to the **HACC** Warranty Department for processing.
2. If this Agreement is cancelled within forty-five (45) days of the purchase date and no claims have been paid, the **Customer** is entitled to a full refund of the **Agreement Fee**, less a fifty dollar (\$50.00) administration fee.
3. After the forty-five (45) day period or after payment of claims, refund of the **Agreement Fee** will be made for the following reasons only:
  - a) collision resulting in total loss (total write-off);
  - b) theft;
  - c) repossession;
  - d) relocation outside of Canada.
4. A request for cancellation in the case of:
  - a) collision resulting in total loss (total write-off);
  - b) theft; or
  - c) repossession,must be accompanied by official documentation detailing the nature of loss. Cancellation requests received without proper supporting documentation will not be processed.
5. After the forty-five (45) day period or after payment of claims, refund of the **Agreement Fee** will be made on a pro-rata basis calculated based on the amount of time elapsed, or actual kilometres consumed, whichever is greater calculated from the **Original In-Service Date** and zero (0) mileage of the **Vehicle**, minus a fifty dollar (\$50.00) administration fee and any claims paid on the vehicle.
6. The **HACC** Warranty Department will forward a cheque directly to the **Customer** for the refund amount less the administration fee.
7. If a lien exists and a discharge of lien is not submitted with the cancellation request, any refund will be issued with a joint payee, the owner and the **lien holder**.
8. Cancellation requests for vehicle repossession may only be submitted by the repossessing **lien holder** of the vehicle and any refund cheque will be issued directly to the **Vehicle lien holder**.

#### **Section K: Hyundai Claim-Free Reward (New Vehicle Premium Plus Plans only) :**

This Section K provides eligibility to the **Customer** for a Claim-Free Reward subject to the limitations and conditions below. This Section K for Claim-Free Reward applies to **New Vehicle Premium Plus Plans** only. **New Vehicle Powertrain Plans**, **New Vehicle Premium Plans**, **Used Vehicle Plans** and **Certified Pre-Owned Vehicle Plans** are not subject to this coverage.

1. To be eligible for the Claim-free reward, all of the following criteria must be met:
  - a) The Contract Expiration Date on the **Certificate** has passed (and for greater certainty, the Claim-free reward is only available if the Contract has expired as a result of reaching the end of the Contract Expiration Date and not as a result of exceeding the Contract Expiration Mileage, each as shown on the Registration Page);
  - b) The **Customer** provides evidence (as deemed sufficient by **HACC**) that the **Customer** is the original Registrant (as shown on the Certificate and original vehicle sales agreement) and that the **Vehicle** has not changed ownership during the Term of the Contract. This benefit is not available if the **Customer** has provided custody, management or temporary ownership to any person or entity whatsoever during the Term of the Contract for any commercial purpose (example: rental);
  - c) The time between the Contract Purchase Date and the Contract Expiration Date, as shown on the Registration Page, must be a minimum of three (3) years;
  - d) The mileage difference between the Original odometer reading on the Contract Purchase Date and the Contract Expiration Mileage, as shown on the Registration Page, must be a minimum of 40,000 kilometres;
  - e) The **Customer** purchased a Hyundai Extended Protection Premium Plus Plan on the **Vehicle**;
  - f) The **Customer** is not one of the following: a retail dealership, vehicle distributor, Contract administrator/marketer or an agent, employee, officer, or staff member thereof;

- g) The **Customer** is not entitled to any other third party benefits as a result of the **Customer** (or any person authorized by the **Customer** to act on their behalf) having no claims as at the Contract Expiration Date under the Contract;
  - h) The Contract was not purchased as part of a previous Claim-free refund; and
  - i) The **Customer** submits a signed claim within thirty (30) days from the Contract Expiration Date of the Contract to **HACC**.
2. Provided the **Customer** meets the criteria set out above (including submitting the Claim-free reward claim within the prescribed 30 day time limit) and provided the **Customer** (or any person authorized by the **Customer** to act on their behalf) have not filed any claims (or received any benefits) as at the Contract Expiration Date, the **Customer** will be entitled to select one of the following refund options:
- a) A coupon issued by **HACC** for the amount paid by the **Customer** for the Contract (inclusive of taxes) that can be applied toward any qualifying Hyundai Extended Protection vehicle service contract which the **Customer** must purchase from the Issuing Dealer as shown on the Registration Page. A coupon issued to the **Customer** must be applied toward any Hyundai Extended Protection product purchases within three (3) months of the Contract Expiration Date of the original Contract. A coupon that is not applied toward any qualifying Hyundai Extended Protection vehicle service contract within three (3) months of the Contract Expiration Date of the original Contract shall be null and void. The **Customer** shall be responsible for any incremental premium price that exceeds the coupon value for the Hyundai Extended Protection product the **Customer** has selected to apply the coupon towards. After being applied towards a purchase as contemplated hereunder, any remaining outstanding balance on the coupon will be forfeited. The coupon has no cash value and must be surrendered at the time of redemption; or
  - b) An Authorized Dealer store credit issued by **HACC** in an amount equal to the lesser of
    - i. the amount paid by the **Customer** for this Agreement (inclusive of taxes); or
    - ii. two thousand dollars (\$2,000.00).

The **Customer** must provide sufficient evidence (as deemed sufficient by **HACC**) of the receipted purchases within three (3) months of the Contract Expiration Date of the Contract in order to receive a refund cheque for the amount paid by the **Customer** for the Issuing Dealer store credit for which the **Customer** is eligible as contemplated above.

**Section L : Trade-In Benefit (New Vehicle Premium Plus Plans only) :**

This Section L provides eligibility to the **Customer** for Trade-In Benefit subject to the limitations and conditions below. This Section L for Trade-In Benefit applies to **New Vehicle Premium Plus Plans** only. **New Vehicle Powertrain Plans, New Vehicle Premium Plans, Used Vehicle Plans and Certified Pre-Owned Vehicle Plans** are not subject to this coverage.

1. The **Customer** may apply for a Trade-in Benefit pro-rated credit of the existing **Vehicle** Extended Protection Premium Plus Plan, towards the purchase of an eligible Extended Protection Plan on a new Hyundai vehicle being purchased at an Authorized Hyundai Dealership, provided all the following criteria are met:
  - a) The **Customer** is the original Registrant (as shown on the Certificate and original vehicle sales agreement) and that the **Vehicle** has not changed ownership during the Term of the Contract. This benefit is not available if the **Customer** has provided custody, management or temporary ownership to the Issuing Dealer, or any other person or entity whatsoever during the Term of the Contract for any commercial purpose (example: rental); and
  - b) The **Vehicle** must have an outstanding balance of Extended Protection Premium Plus Plan at time of trade in; and
  - c) The **Vehicle** must be traded in towards the purchase of the new Hyundai vehicle at an Authorized Hyundai Dealership; and
  - d) The new vehicle purchase must include the purchase of a new eligible Extended Protection Plan.
2. Provided the **Customer** meets the criteria set out above, the **Customer** may submit a Trade-In Benefit claim to **HACC**. The claim must be submitted through the **Authorized Hyundai Dealership** from which the new Hyundai vehicle is being purchased, within fifteen (15) days of the purchase of the new Hyundai vehicle. The Trade-In Benefit claim submission must include the following documentation:
  - a) A completed Trade-In Benefit Claim Form; and
  - b) A copy of the original **Vehicle** purchase agreement and Certificate; and
  - c) A copy of the new Vehicle purchase agreement and new Certificate.
3. Once the Trade-In Benefit claim has been submitted, provided all criteria outlined above are met, a reimbursement of the original contract **Agreement Fee** will be made on a pro-rata basis, calculated based on the amount of time elapsed, or actual kilometres consumed, whichever is greater, calculated from the **Original In-Service Date** and zero (0) mileage of the **Vehicle**, minus a fifty dollar (\$50.00) administration fee and any claims paid on the vehicle.
4. The **HACC** Warranty Department will forward a cheque directly to the **Customer** for the Trade-In Benefit amount less the administration fee.
5. If a lien exists on the new vehicle purchase, the Trade-In benefit amount will be issued to a joint payee, the owner and the **lien holder**.

6. If the customer submits a request for refund of the Extended Protection Plan purchased on the new Hyundai vehicle, on which the original **Vehicle** Trade-In was applied, within forty-five (45) days of contract purchase (subject to Section J) the refund amount will be issued minus any Trade-In Benefit amount previously issued.