Selling Dealer Guide.

Appearance Protection



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INTRODUCTION

Thank you for choosing to add Hyundai Appearance Protection to your suite of Business Office products.

Hyundai Appearance Protection is a comprehensive product designed to keep your customer's vehicle looking like new for years to come by covering damage that is caused by many common mishaps.

All Hyundai models are eligible for Hyundai Appearance Protection coverage and can be added to any vehicle lease. By offering this program to every customer, Hyundai Appearance Protection will quickly become a profitable Business Office product in your dealership.

The following guide is designed to provide you with the information you need to easily promote, sell, and administer the Hyundai Appearance Protection program at your dealership. By reading this guide, you will attain a thorough understanding of program requirements, eligibility, and claims processes. By participating in this program, you are agreeing to all of the terms and conditions contained in this guide. You will also know who to contact for more information should you need it.

Should you have any additional questions about the program, please feel free to contact the LGM Financial Services Inc. Customer Service team at the numbers listed in the 'Contact Us' section of this guide. Further updates to this guide are available in Sales Tools at www.lgmhub.ca.

Thank you for your continued support of the Hyundai Appearance Protection program.

CONTACT US

Consumer Website: www.hyundaicanada.com

Dealer Website: hyundai.lgm.ca

Each selling dealer will have a unique login profile to the LGM HUB to gain access to dealer-only materials such as Sales Tools.

For Hyundai Extended Protection and H-Promise:

Hyundai Warranty Department

Phone: 1-800-461-0058

Hours: Monday - Friday from 8:30am - 5:00pm EST

Mailing Address:

Hyundai Auto Canada Corp. 75 Frontenac Drive, Markham, ON, L3R 6H2

For Hyundai Appearance Protection, Loan Protection and VLPP:

LGM Financial Services Inc. (Administrator, Sales & Support)

Claims:

Phone: 1-855-506-6160 Fax: 1-855-506-6159

Email: <u>HyundaiProtectionClaims@lgm.ca</u>

Hours: Monday - Friday from 7:30am - 7:30pm EST

Saturday from 9am - 6pm EST

Sales & Customer Service: Phone: 1-800-510-8372 Fax: 1-800-510-7605 Email: service@lgm.ca

Hours: Monday - Friday from 7:30am - 10:30pm EST

Saturday from 9am - 6pm EST

Accounts Receivable: Email: ar@lgm.ca

Vancouver Office 1021 West Hastings Street, Suite 400 Vancouver, BC V6E 0C3

Oakville Office 2010 Winston Park Drive, Suite 300 Oakville, ON L6H 5R7

Montreal Office 1111 Dr. Frederik-Philips Blvd., Suite 450 St. Laurent, QC H4M 2X6

GENERAL PROVISION

All Hyundai Dealers shall be governed by, and by participating in the program agree to, the following program requirements:

- a) License: Participating Hyundai Dealers shall procure and maintain in good standing all licenses required under applicable law to conduct sales of the Hyundai Appearance Protection product.
- b) Laws and Regulations: Hyundai Dealers shall familiarize themselves with all provincial or territorial laws and regulations applicable to the sale of Hyundai Appearance Protection product and shall conduct its business in compliance therewith.
- c) Rules of the Administrator: Hyundai Dealers shall adhere to all rules, requirements and procedures of Hyundai Auto Canada Corp. ("HACC") and the Administrator contained within this Selling Dealer Guide.
- d) No Authority to Bind: Hyundai Dealers shall have no authority to bind HACC or the Administrator except as provided for in this Selling Dealer Guide or to make any changes or representations to customers outside of the terms and conditions of any of the Hyundai Protection Plan products.
- e) Illegal and Unfair Practices: Hyundai Dealers shall not engage in discrimination, misrepresentation or any unfair trade practice or other practice prohibited by applicable law.
- f) Property and Supplies: Hyundai Dealers shall maintain in a secure and safe place and, upon request, shall account for, all vehicle service contract registrations, brochures, guides, rates, and other property received from HACC or the Administrator.
- g) Modification of Forms: Hyundai Dealers shall not modify, waive, alter or change, whether orally or in writing, any of the terms of the vehicle service contract.
- h) Expenses: Hyundai Dealers shall not incur any expense on behalf of HACC or the Administrator without their prior written consent.
- i) Trust Funds: Hyundai Dealers shall hold in trust and consider as fiduciary funds any funds received from their customers on behalf of HACC and shall promptly remit such funds to the Administrator and not convert same to its own use.
- j) Legal Notices: Hyundai Dealers shall notify HACC and the Administrator of its receipt of legal notices or service or process affecting HACC or the Administrator relating to any vehicle service contract and shall immediately forward same to HACC and the Administrator.
- k) Advertising: Hyundai Dealers shall not publish, circulate or display any advertisements, circulars or other promotional materials related to HACC or the Administrator and the Hyundai Appearance Protection product unless the content thereof has received the prior written approval of HACC and the Administrator.
- Inducement to Lapse or Claim: While this Agreement is in force or at any time thereafter, Hyundai Dealers shall not induce the lapse, cancellation or termination, or claim of any vehicle service contract, except as may be permitted within this Selling Dealer Guide.
- m) Updates: This Selling Dealer Guide is subject to revision and update from time to time and any changes shall be adapted with immediate effect.
- n) Audit: Hyundai Dealers shall grant HACC or the Administrator and their representatives the right of free access during normal business hours at the Hyundai Dealer's business office or accounting office for the purpose of inspecting the books and records maintained by the Hyundai Dealer with respect to the Hyundai Appearance Protection product.
- o) Claims: Hyundai Dealers shall have no authority to settle or pay claims unless agreed to in writing by the Administrator.
- p) Sales Restriction: Hyundai Dealers shall only sell vehicle service contracts on their Dealer's own vehicle inventory at the time of the vehicle sale to the customer, unless otherwise agreed to as per this Selling Dealer Guide.
- q) Indemnification: Each party (meaning HACC, LGM Financial Services Inc. (LGM), and the Hyundai Dealer) shall indemnify, defend and hold harmless the other party(ies) from and against any and all damages, claims, liabilities, judgments, awards, penalties, fines and expenses, including but not limited to legal fees and punitive or exemplary damages resulting from or arising out of:
 - I. any act, error, or omission committed by the party (or in the case of indemnification by the Hyundai Dealer, committed by the Hyundai Dealer) and causing loss to a third party, except to the extent the party(ies) seeking indemnification also caused, contributed to or

- compounded the loss; and save and except for any incidental, indirect, special, or consequential damages arising out of or in connection with this Selling Dealer Guide, or
- II. the failure by the party (or in the case of indemnification by a Hyundai Dealer, the failure of the Hyundai Dealer) to comply with any law, regulation, rule or governmental directive of the jurisdiction in which this Selling Dealer Guide applies.
- r) Survival of Covenants: The obligations of the parties to indemnify each other shall survive the termination of the Hyundai Appearance Protection program until all business written has fully expired.

APPEARANCE PROTECTION

COVERAGE

Hyundai Appearance Protection preserves the quality of your customer's Hyundai vehicle by covering damage that is caused by many common mishaps such as door dings, chipped windshields and more. With extensive coverage options available your customer can rest assured their asset will remain in immaculate condition.

	Appearance Protection Plan (Included)	Appearance Protection Plan (Optional)	Tire and Wheel Plan
Interior Protection	•		
Minor Dent Repair	•		
Key & Keyless Remote Replacement	•		
Front Windshield Repair	•		
Tire & Wheel Repair	•		•
Curb Scuff Repair	•		•
Car Rental Benefit	•		•
Roadside Assistance	•		•
OEM Genuine Parts	•		
Paint Repair		0	
Front Windshield Replacement		0	
Tire & Wheel Replacement		0	•

BENEFIT DETAILS AND LIMITS

For a comprehensive description of the benefits, please refer to the Customer Contract. Below are the limits per benefit, where applicable:

Individual Benefit	Limit
Interior Protection	n/a, see Plan Coverage Limits
Minor Dent Repair	For the term of Your Contract, We shall provide minor dent repair coverage for vertical metal body panels of Your Vehicle only. Please refer to the Customer Contract for more details.
Key and Keyless Remote Replacement	n/a, see Plan Coverage Limits
Front Windshield Repair	n/a, see Plan Coverage Limits
Tire & Wheel Repair	n/a, see Plan Coverage Limits
Curb Scuff Repair	Two (2) curb scuff repair benefits during the term of Your Contract to a maximum of \$200 per occurrence, inclusive of taxes (being a maximum aggregate coverage limit of \$400, inclusive of taxes, during the term of Your Contract)
Paint Repair	Maximum aggregate coverage limit of \$1,000, inclusive of taxes, during the term of Your contract.
Tire and Wheel Replacement	n/a, see Plan Coverage Limits.

Rental Benefit	For approved Paint Repair or Wheel Repair claims, coverage will be provided to You up to a maximum of seventy dollars (\$70) including taxes per authorized repair visit. For all other approved claims, coverage will be provided to You up to a maximum of thirty five dollars (\$35) including taxes, per authorized repair visit.
Roadside Assistance	A maximum of one hundred \$100, including tax, per occurrence shall apply.
Front Windshield Replacement	One replacement over the term of Your Contract.
Tire and Wheel Protection plan	If bought as a standalone plan, Tire and Wheel includes repair, replacement, curb scuff repair, and reimbursement for towing and flat tire assistance. The limit is the value of the vehicle.

PLAN COVERAGE LIMITS

(The following is wording from the Customer Contract).

Each dollar amount stated below refers to the maximum aggregate amount that We are liable to pay for the cost of work performed on Your Vehicle during the term of Your Contract in connection with the Coverage as shown on the Registration Page, and each such amount is inclusive of any applicable taxes.

In addition to the aggregate limits outlined below, there are also certain per occurrence and/or benefit limits as outlined in the benefit detail section above.

Subject to any other individual benefit limits contained herein, We shall provide the following maximum aggregate benefit limits ("Contract Limit") during the term of Your Contract:

Appearance Protection Plan

Coverage up to the value of the vehicle, inclusive of taxes, for all benefits (as shown on the Registration Page) provided during the term of Your Contract.

Tire and Wheel Standalone Plan:

Coverage up to the value of the vehicle, inclusive of taxes, for all benefits (as shown on the Registration Page) provided during the term of Your Contract.

CONTRACT EXCLUSIONS

Please refer to the enclosed Customer Contract for the complete list of exclusions.

DEDUCTIBLE

A deductible of 20% of the authorized claim amount (tax included) is applicable for Light Commercial use vehicle. Please refer to the enclosed Customer Contract for details.

ELIGIBILITY & TERMS

a. New Vehicles

'New Vehicle Rates' require vehicle to be within the current or one previous/future model year and less than 15,000 km at time of purchase. Terms available from 12-84 months or 250,000 kilometres (whichever occurs first).

b. Used and Certified Pre-Owned Vehicles

'Pre-Owned Vehicle Rates' are available for all Hyundai Models within 6 model years and less than 200,000 kilometres. Terms are available from 12-48 months or 250,000 kilometres (whichever occurs first).

c. Grey Market and Imported Model Eligibility

If Hyundai continues to provide base warranty coverage in Canada for the imported vehicle in question, and the vehicle is one normally eligible for the Appearance Protection program, the dealer may sell the Appearance Protection coverage on the vehicle.

Hyundai Appearance Protection must be sold within 30 days from vehicle delivery or lease buy out to be eligible for coverage.

COMMERCIAL USE

The Hyundai Appearance Protection program allows eligible new and used Hyundai vehicles to be used in various light commercial applications. Other commercial applications (other than light commercial use) are not covered under this program.

Appearance Protection includes coverage for new, Certified Pre-Owned and used vehicles that are used for various light commercial applications. No surcharge applies for Light Commercial Use applications.

Vehicles used for the following commercial purposes are strictly ineligible for Appearance Protection coverage under any circumstances:

- Rental
- Police or emergency use
- Road repair operations
- Hauling
- Driving school
- Route work
- Vehicles used primarily off-road
- Taxi or fleet vehicles
- Job site activity
- Courier or delivery
- Snow removal
- Construction
- Limousine or shuttle
- Moving services

Please contact the Administrator at 1-800-510-8372 if you are uncertain if a vehicle qualifies for Hyundai Appearance Protection.

SELLING APPEARANCE PROTECTION

E-CONTRACTION

Hyundai Appearance Protection contracts are sold exclusively via a secure online sales portal and can be accessed at www.lgmhub.ca. To get started with e-contracting please contact LGM Customer Service at 1-800-510-8372 and they will provide you with access.

E-contracting provides you with these valuable benefits:

- a. No need to complete pre-printed forms
- b. Easy to use and quick to complete
- c. Accuracy of rates and coverage
- d. Track results electronically
- e. Complete monthly remittance automatically
- f. Professional documents for your customer
- g. Instant confirmation of coverage
- h. VIN decoding makes processing faster (auto-population)

Please note that your dealership is to retain a customer-signed copy of each contract sold. It is the responsibility of the Dealer to promptly provide the Administrator a copy of the signed contract upon request.

WAIVER INFORMATION

The Hyundai Appearance Protection waiver form is provided as a suggested selling tool in the Business Office. HACC and the Administrator provide this waiver form as a guideline only and urge your dealership to independently seek legal counsel before adopting any waiver form in your dealership.

This waiver reminds the customer that following the manufacturer's limited warranty term that they have been given the option to purchase Hyundai Appearance Protection and that they have chosen to decline coverage. It will also serve as a valuable reference in your deal jacket in the event there is ever contestability about offering Hyundai Appearance Protection to your customers.

It is recommended that the Hyundai Appearance Protection waiver form is used extensively or not at all in your dealership since dealers may face liability issues if the waiver form is only used on select customers rather than for all customers that decline Hyundai Appearance Protection.

The Waiver Form is accessible via the LGM HUB.

CLAIMS ASSISTANCE

In the event the contract holder has a Hyundai Appearance Protection claim, the Administrator will direct the customer to return to your dealership whenever possible to do so. This important step assures the Administrator of quality repairs and also improves customer retention for your dealership.

The following are the customer's steps to filing a claim:

- 1. Prevent further damage Take immediate action to prevent further damage. This Contract will not cover any damage caused by not having required repairs made promptly.
- You must take Your Vehicle to an authorized Hyundai Dealer for repair. If this is not possible due
 to proximity or the severity of the damage, you must contact the Administrator at 1-855-629.3200
 for assistance.
- 3. Provide your Hyundai dealer with a copy of Your Contract and/or Your Contract number.
- 4. The Hyundai dealer must first determine cause of the damage, and advise the Administrator of required repairs prior to the commencement of the repair being made. The Hyundai dealer will request authorization from the Administrator. Failure to receive prior authorization for any damage will void Coverage for such repairs under this Contract.

- 5. Authorize Inspection In some cases, You may need to authorize the Hyundai dealer to inspect Your Vehicle in order to determine the cause and cost of the repair. You will be responsible for these charges if the damage is not covered under this Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being made.
- 6. We will reimburse the repair facility or You for the cost of the work performed on Your Vehicle that is covered by the Contract and previously authorized. Once authorization is obtained, and the repair is completed, all repair orders, documentation and receipts must be submitted to the Administrator within thirty (30) days to be eligible for payment.
- 7. Emergency Repairs Should an emergency occur which requires a repair be made at a time when the Administrator's office is closed, You must contact the Administrator's office within the next available business day of the date of repair to determine if such repair will be covered by this Contract. If covered, We will pay for any reasonable repair less any applicable Deductible(s).

To initiate a claim for Hyundai Appearance Protection the Dealer should follow these steps:

1. Assess damage and cost of repairs

Assess damage to vehicle and gather the following information:

- Repair facility name and telephone number;
- Last eight (8) digits of the Vehicle Identification Number (VIN);
- Contact name at the repair facility;
- Contract Holder's name
- Contract Holder's complaint or concern;
- Part numbers for components required for repair;
- Cause of failure;
- Vehicle description year and model;
- Repair order number;
- Current odometer reading; and
- Labour time for repair.

Should you require time to tear down or diagnose a condition or failure, you must obtain approval from the Contract Holder. Once a diagnosis for required repairs has been established, the repair facility must itemize the required parts and labour hours, which will be reviewed by the Claims Adjuster.

2. Log into the online claims submission portal using your unique log in information at www.lgmhub.ca, or

3. Contact the National Claim Centre to initiate the claim

Telephone toll free: 1--855-506-6160

Provide Claims Adjuster with the information gathered from Step 1. The Claims Adjuster will provide you with a reference number. This number should be referred to throughout the remainder of the claim process to ensure efficient claim administration.

Once the total approved cost of the repair has been determined, the Administrator will provide the repair facility with an authorization number.

Note: Until such time as the repair facility has made a determination of the required repairs, and receives confirmation that such repairs are covered under the terms and conditions of the contract, the Administrator cannot provide approval for any portion of required teardown or diagnosis.

For claims assistance, please contact the Administrator toll-free at 1--855-506-6160.

SELF-AUTHORIZATION

The Administrator (LGM) provides qualified dealer with the opportunity to self-authorize eligible claims and align a claims assessment and authorization process to what they experience under the original manufacturer's warranty program.

The Administrator monitors the adoption rate of online claims for the dealership and reviews individual submissions for completeness and accuracy. Dealer with a high adoption rate and a high percentage of quality submissions are given an opportunity to participate in the Self-Authorization Program. By participating in the Self-Authorization Program, the Repair Facility agrees to abide by the Terms and Conditions and to assess claims within agreed program authorization limits.

To self-authorize claims:

- 1) Please review policy coverage and eligibility
- 2) Review previous claim history to assure that limits of liabilities per event and aggregate are respected
- 3) Complete the HUB online claims form
- 4) Upload the repair order and supporting documentation

For all claims within agreed limits and parameters, the Repair Facility will instantly receive an authorization notice. If you have doubts when assessing claims, please contact the Administrator's claims adjusters at 1-855-506-6160 and discuss coverage before submitting the claim.

CONTRACT TRANSFERS

In order to facilitate a contract transfer, the original purchaser must contact the Administrator within 30 days of ownership change to initiate the request. The Administrator requires the following details in order to process a contract transfer request:

- a. Dealer name;
- b. Date of vehicle ownership change;
- c. Contract number;
- d. Odometer reading on vehicle at time of ownership change;
- e. Name, address and email of contract holder;
- f. Year and model name of vehicle:
- g. Name, address and email of new owner;
- h. Vehicle Identification Number (VIN);
- i. Address of new owner; and
- j. Copy of Transfer of Ownership document signed between the parties.
- k. Copy of new owner's vehicle registration

The Transfer Request form is available via Sales Tools which can be accessed at LGM HUB via www.lgmhub.ca . The transfer request form must be completed by both the original contract holder and the new owner, and must include both their signatures. Once signed, this document, and the applicable transfer fee must be submitted to the Administrator, by email if the payment is made by credit card or by mail if it is made by cheque.

The Administrator, upon receiving the completed transfer documentation and fees, will provide the new contract holder with confirmation that the transfer application has been accepted.

A \$100 fee (plus applicable tax) applies to any transfer request. Please ensure all cheques relating to contract transfers are made payable to: Hyundai Auto Canada Corp.

CANCELLATIONS

Hyundai Appearance Protection coverage may only be cancelled by the original contract holder within the first 30 days from the contract purchase date. The customer may not cancel their contract after 30 days unless the Dealer agrees to allow the cancellation and return its pro-rated portion of their Dealer profit.

To initiate a cancellation request, the original contract holder must make their request to their Selling Dealer in writing along with their signature. The Administrator requires the following details in order to process a contract cancellation request:

- a. Dealer name;
- b. Odometer reading on vehicle at time of cancellation request;
- c. Date of cancellation request;
- d. Year and model name of vehicle;
- e. Contract number;
- f. Vehicle Identification Number;
- g. Name of contract holder; and
- h. Name of contact person at dealership.

A cancellation request form is available under the Sales Tools section in the LGM HUB via www.lgmhub.ca. The cancellation request form is to be completed by the Dealer then forwarded to the Administrator who will calculate the entire refund amount due to the contract holder.

For any cancellation requests initiated by the contract holder within 30 days of the contract purchase date the contract holder or Lienholder will be refunded the entire amount of the contract purchase price, less any claims authorized or paid (except where prohibited by law).

The Administrator may cancel the contract for non-payment, for misrepresentation in obtaining the contract or for misrepresentation in the submission of a claim. If the contract is cancelled by the Administrator within 30 days from the contract purchase date, the contract holder or Lienholder will be entitled to a refund for the amount paid for the contract less the amount of any claims authorized or paid under the contract (except where prohibited by law).

If the contract is cancelled by the Administrator post 30 days from the contract purchase date, a pro-rated amount of the contract purchase price will be refunded, less any claims authorized or paid (except where prohibited by law). The prorated refund will be calculated based on the expired portion of the contract by time or kilometres, whichever is greater, based upon the term selected and the date coverage begins, less a \$100 cancellation fee (plus applicable taxes) and less the amount of any claims authorized or paid under the contract (except where prohibited by law).

The dealer will not be required to contribute towards cancellation refunds in the event the Lienholder requests cancellation due to vehicle repossession or total loss and the request occurs more than 90 days from the contract purchase date.

INVOICING AND PAYMENT

Hyundai Appearance Protection plans are sold exclusively via an online sales portal at www.lgmhub.ca. Your dealership is required, on the last day of the month, to report all valid business for invoicing to the Administrator via the LGM HUB or the Administrator will generate them on your dealership's behalf. The Administrator shall prescribe the method and form of invoicing.

Payment is required by your dealership to the Administrator no later than the tenth business day of the following month. Invoices sent to your dealership pertaining to cancellations must be paid immediately upon receipt. Payment submitted later than this date may result in claim service delays to your customers.

Your dealership can make payment through the HUB via bank withdrawal or with a cheque made payable to the insurer of the business and mailed to the Administrator. Any cheques not made payable to the insurer will be returned to your dealership.

When paying with a cheque, please ensure that you attach the following:

- Cheque made payable to Hyundai Auto Canada Corp. and
- Invoices generated by the online sales portal.
- Cancellation invoices provided to you by the Administrator;

Please remit to:

Hyundai Auto Canada Corp.

1021 West Hastings Street, Suite 400 Vancouver, BC V6E 0C3

When calculating remittances, please note the following taxation regulations:

- Dealers in BC, Alberta, Saskatchewan, and Manitoba are required to remit GST
- Dealers in Ontario and Atlantic Canada provinces are required to remit HST
- Dealers in Quebec are required to remit QST and GST

Note: In some cases, where contract tax has been based on customer residence, tax to be remitted may differ from the above.

ABORIGINAL CUSTOMERS

Please note that tax regulations pertaining to sales of Hyundai Appearance Protection to Aboriginal customers with Indian Status must be observed by your dealership. It is important that your dealership maintains records of such transactions, including the retention of copies of Indian Status Cards, in the event a taxation audit requires this information to be produced.

NO INTEREST DEFERRED PAYMENT PLAN

Appearance Protection is eligible for financing with the LGM No Interest Deferred Payment Plan. For complete program details please refer to the "No Interest Deferred Payment Plan Program Guide" available in the Sales Tools section in the LGM HUB via www.lgmhub.ca.

PRIVACY INFORMATION

Maintaining the privacy of information is very important to HACC (Hyundai) and LGM Financial Services Inc. (LGM), the Administrator. The information each Dealer provides us for a Hyundai Appearance Protection customer is held in strict confidence and is not shared with any outside parties unless required for statutory or underwriting purposes.

Each consumer contract states the following:

- a. The Administrator is required to collect personal information from You to determine Your eligibility for this product and to administer this Agreement, including the Administrator processing Your claims and collaborating with Us, the Manufacturer, the Lienholder, Our underwriter and third parties in connection with this Agreement.
- b. The Administrator will collect, store, use and disclose to these parties, the minimum amount of personal information to allow the Administrator to administer this Agreement and otherwise in accordance with the Administrator's privacy policy.
- c. To communicate effectively with You, the Administrator may contact You using contact details that You have provided to the Administrator, including Your email address, Your phone number and other contact

details. You expressly authorize the Administrator to use Your personal information in accordance with this Agreement, including sending You electronic communications related to this Agreement.

d. If You do not wish to provide personal information to the Administrator, the Administrator will not be able to enroll You in this Agreement or provide You with Protection Benefits and Additional Benefits under this Agreement.

e. If You have questions about privacy, please contact privacyofficer@lgm.ca or visit www.lgm.ca/privacypolicy.

Each Selling Dealer must ensure that in promoting, selling and maintaining the Hyundai Appearance Protection product at their dealership that they comply at all times with the current legislation pertaining to the privacy of information for all contract holders.

Customer Agreement

A copy of the full Customer Agreement is found in the following section for reference only. For the purpose of administering claims, please refer to your customer's actual agreement.

Vehicle Services Agreement Hyundai Appearance Protection

1. What are the terms and conditions of the Appearance Protection?

This Agreement is entered into between You and Us on the Purchase Date and contains the terms and conditions governing the Protection Benefits You may receive for Your Vehicle and when You may otherwise receive Additional Benefits. You acknowledge that Your purchase of Protection Benefits is voluntary, that all information listed on the Registration Page is accurate and that You have read and understood all terms and conditions of this Agreement. By signing the Registration Page, You accept all terms and conditions of this Agreement.

2. Your informed purchase matters to Us

By voluntarily signing this Agreement, You acknowledge that:

- a. You are not required to purchase Protection Benefits to obtain financing for Your Vehicle;
- b. Your purchase of Protection Benefits is not a substitute for other coverage, including insurance or liability coverage for Your Vehicle;
- c. if You already have a Manufacturer's roadside assistance plan for Your Vehicle, You will not be eligible to make a claim for roadside assistance until that plan has expired by time or distance;
- d. if Your Vehicle is, or will be, operated under Light Commercial Use during any time within the term of this Agreement, You will be required to pay the LCU Deductible for any authorized claim. If an authorized claim is solely for Additional Benefits or "Key and Keyless Remote Replacement", we will waive the LCU Deductible, as applicable; and
- e. We are relying on the accuracy of the information You provided on the Registration Page when We accept this Agreement.

3. Are You eligible for Appearance Protection for Your Vehicle?

You are only eligible for Protection Benefits and Additional Benefits if, during the term of this Agreement:

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

4. What does Appearance Protection include?

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

If You make an authorized claim for Protection Benefits, any replacement parts will include only new or remanufactured OEM parts if such parts are still actively supplied by Us. If such OEM parts are no longer actively supplied by Us, any replacement parts will be new or remanufactured by Us, or of like kind and quality, at the Administrator's discretion, acting reasonably.

5. What does Appearance Protection exclude?

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

6. When does the Appearance Protection end?

This Agreement commences on the Purchase Date and expires on the: (i) expiry date listed on the Registration Page; (ii) the date on which Your Vehicle's odometer reaches 250,000 kilometres; or (iii) any date on which You claim Protection Benefits and Additional Benefits that equal or exceed the maximum liability listed in section 10 of this Agreement. We refer to this date as the "**Expiry Date**" in this Agreement.

7. How can You transfer the Appearance Protection for Your Vehicle?

- a. If You originally purchased the Protection Benefits, You may transfer this Agreement during the term of this Agreement to another individual as part of a Private Transfer.
- b. To initiate a transfer, please request a transfer form from Us or the Administrator at service@lgm.ca. To be eligible for a transfer, You must submit the following to the Administrator within thirty (30) days of the Private Transfer: (i) a completed transfer request form; (ii) an administration fee of \$100 plus applicable tax, unless such

fee is prohibited by applicable law; (iii) a copy of the Transfer of Ownership document signed by You and the transferee; and (iv) a copy of the Vehicle Registration in the transferee's name.

8. How can You cancel the Appearance Protection for Your Vehicle?

- a. You may only cancel this Agreement within thirty (30) days of the Purchase Date by submitting to the Administrator a completed cancellation request form. If so, We will refund You the purchase price for the Protection Benefits after deducting any claims authorized or paid.
- b. We may cancel this Agreement if You fail to pay any portion of the purchase price for the Protection Benefits, if You or Your Vehicle fail to meet any of the eligibility criteria, for misrepresentation or for fraud. If cancelled within thirty (30) days, We will refund You the purchase price for the Protection Benefits after deducting any claims authorized or paid. If cancelled after thirty (30) days, We will provide You with a Pro Rata Refund.
- c. We will cancel this Agreement if You sell or transfer Your Vehicle other than by Private Transfer. If so, We will not provide You with any refund.
- d. The Lienholder may cancel this Agreement if there is an outstanding loan balance under the Lienholder Agreement and Your Vehicle is repossessed, Your Vehicle is declared a total loss or You fail to make payments under the Lienholder Agreement. If so, We will provide Your Lienholder with a Pro Rata Refund.

9. How is Your personal information handled?

- a. The Administrator is required to collect personal information from You to determine Your eligibility for this product and to administer this Agreement, including the Administrator processing Your claims and collaborating with Us, the Manufacturer, the Lienholder, Our underwriter and third parties in connection with this Agreement.
- b. The Administrator will collect, store, use and disclose to these parties, the minimum amount of personal information to allow the Administrator to administer this Agreement and otherwise in accordance with the Administrator's privacy policy.
- c. To communicate effectively with You, the Administrator may contact You using contact details that You have provided to the Administrator, including Your email address, Your phone number and other contact details. You expressly authorize the Administrator to use Your personal information in accordance with this Agreement, including sending You electronic communications related to this Agreement.
- d. If You do not wish to provide personal information to the Administrator, the Administrator will not be able to enroll You in this Agreement or provide You with Protection Benefits and Additional Benefits under this Agreement.
- e. If You have questions about privacy, please contact privacyofficer@lgm.ca or visit www.lgm.ca/privacy-policy.

or in the first of		
10. What else do You	need to know?	
Maximum Liability	Notwithstanding anything to the contrary and to the maximum extent permitted by applicable law, Our maximum aggregate liability in connection with this Agreement is the Vehicle Purchase Price and in no event will We be liable; i. for any property damage, personal injury or death in connection with Your Vehicle; ii. for any negligence or willful misconduct by You or by any third parties; and iii. for any loss of use, loss of data, loss of profits, indirect, incidental, punitive, exemplary or any other consequential damages whatsoever.	
Right of Recovery	If You have a right to recover from a third party any amounts We have paid under this Agreement, Your rights will become Our rights, You will provide Us with all necessary assistance to enforce Our rights and We will recover any amounts after You have been fully compensated for Your loss.	
Governing Law	This Agreement will be governed by and interpreted in accordance with the laws of the Province or Territory in which You purchased this Agreement and the federal laws of Canada applicable therein, without regard to its conflict of laws principles. If these Provincial or Territorial laws are inconsistent with any of the terms or conditions of this Agreement, such laws will govern and We will comply with such laws.	
Miscellaneous	All amounts referred to in this Agreement are in Canadian dollars. Capitalized terms used in this Agreement are given such meanings as defined in Schedule "D".	
Entire Agreement	This Agreement constitutes the entire agreement about the Protection Benefits and the Additional Benefits and supersedes any prior understandings or agreements between the parties about such benefits. The terms and conditions of this Agreement may not be amended or waived unless agreed in writing by the parties.	

Schedule "A"

What Protection Benefits are INCLUDED in this Agreement?			
Replacement of the key or the keyless remote used to access Your Vehicle if			
Key and Keyless Remote		the key or the keyless remote has been lost, stolen or no longer functions.	
Replacement	Conditions	Includes the cost of replacing keys, cutting keys,	
	Conditions	reprogramming key remotes and batteries.	
	Repair of certain minor dents to Your Vehicle's exterior painted sheet metal		
	body panels, provided, that those dents are able to be removed using the		
	paintless dent remo	Our approved technician will assess Your Vehicle and	
Minor Dent Repair		will determine, in his/her sole discretion, which minor dents are repairable using the paintless dent removal process. Repairs exclude: (i) inaccessible dents; (ii) metal which has been creased or edges where reinforcement or bracing does not allow for the paintless dent removal process; or (iii) horizontal metal body panels e.g., hood of vehicle.	
	Conditions	Dents that are not able to be removed using the paintless dent removal process and any repairs to paint caused by the dent removal process will be at Your sole cost and expense.	
		If Our approved technician is not available in Your area to conduct the assessment, We will reimburse equivalent assessment expenses in accordance with this Agreement.	
Repair of damage to Your Vehicle's vinyl, leather and fabric interior.			
Interior Protection	Conditions	Excludes (i) repairs to floor mats, dashboards, trunk/cargo areas and headliners; (ii) damage from chemical spills, such as bleach, oil, grease, acid, blood, ink, and any fruit juice; (iii) damage from cigars and cigarettes; (iv) damage from animals; and (v) replacement of any vinyl, leather, fabric and interior coverings.	
	Repair of certain ch	ips or cracks to the front windshield of Your Vehicle that	
		ving on Public Roads.	
Front Windshield Repair	Conditions	Excludes repairs to chips or cracks over five (5) centimetres in length. Repairs may not restore the windshield's appearance to the same condition it was in prior to the chip or crack event.	
	Repair of damage to the tires or wheels of Your Vehicle caused by Driving on Public Roads. Plus repair of curb scuffs to the wheel rims of Your Vehicle, as such scuffs are determined by the Administrator, acting reasonably. Two (2) curb scuff repairs during the term of this		
Tire and Wheel Repair	Maximum Benefit	Agreement. Up to \$200, including taxes, per curb scuff repair.	
	Conditions	Repairs only cover: (i) tires punctured, broken or that have otherwise failed due to Driving on Public Roads; (ii) wheels if the applicable damage affects Your Vehicle being safely driven under normal operating conditions; and (iii) seasonal tires and/or wheels that meet the technical requirements in the Owner's	

		Manual, all as determined in the Administrator's sole discretion. Repairs exclude: (i) damage that does not affect tire or wheel performance; (ii) tires without at least 0.2 centimetres of tread remaining at time of claim; (iii) tires or wheels that are not originally equipped by the Manufacturer for Your Vehicle unless they are seasonal tires and/or wheels that meet the technical requirements in the Owner's Manual; (iv) damage from improper alignment settings, improper inflation, suspension or steering linkages; and (v) curb scuffs to tires.
Roadside Assistance: Additional Benefit	If Your Vehicle is in need of roadside assistance that is not related to a collision, You may request the following roadside assistance 24 hours per day, 365 days per year in the Territory: Towing to the nearest Repair Facility; Flat Tire Changes (using Your inflated spare); Lock Out Service. Maximum Benefit \$100 per Roadside Assistance event, including taxes.	
Rental Benefit: Additional Benefit	If You make an auth Your applicable rent Maximum Benefit	rorized claim for a Protection Benefit, We will reimburse cal car receipts. For wheel repair or paint repair claims, \$70, including tax, per repair visit. For all other claims, \$35, including tax, per repair visit.

Schedule "B"

IF SELECTED ON THE REGISTRATION PAGE, what upgrades are included in this Agreement?		
	Removal of certain damage to Your Vehicle's exterior painted surfaces and bumpers.	
Paint Repair Upgrade	Maximum Benefit	Repairs of up to \$1,000, including taxes, during the term of this Agreement.
	Conditions	The Administrator reserves the right to choose an appropriate repair method for performing such repairs.
Replacement of the front windshield of Your Vehicle		front windshield of Your Vehicle
	Maximum Benefit	One (1) replacement front windshield during the term of this Agreement.
Front Windshield Replacement Upgrade	Conditions	Your Vehicle will be eligible for a replacement front windshield if the front windshield has: (i) three (3) or more chips, cracks, heavily pitted glass, a chip that has begun to "spider", or a chip that is located in the driver's direct line of sight; (ii) chips or cracks over five (5) centimetres in length; or (iii) stress cracks caused by extreme temperature change.
Tire and Wheel Replacement Upgrade	Replacement of tires or wheels irreparably damaged by Driving on Public Roads, as determined in the Administrator's sole discretion, acting reasonably.	
Opgrade	Conditions	Covers replacement of levies, tire valves and wheel weights.

Schedule "C"

When will Your Vehicle not be eligible for protection?

- a. If You fail to meet any of the eligibility criteria listed in this Agreement.
- b. If responsibility for the Protection Benefits or Additional Benefits is already addressed by:
 - i. an insurance policy or any other warranty for Your Vehicle; and
 - ii. the Manufacturer, whether announced by a public recall, service bulletin or other communication issued by the Manufacturer.
- c. If Your Vehicle is operated under an Excluded Use.
- d. If alterations or modifications are, or have been, made to Your Vehicle.
- e. If Your odometer ceases to operate and has not been immediately repaired or if the odometer has been altered in any way.
- f. If You make a claim for an Excluded Benefit.
- q. If You make a claim for wear, tear or damage to Your Vehicle that occurred:
 - i. due to a Collision:
 - ii. before the Purchase Date;
 - iii. within ninety (90) days of the lease expiry date, if You leased Your Vehicle and if such wear, tear or damage is not Your responsibility to pay for under Your lease agreement;
 - iv. as a result of a condition that existed before the Purchase Date as determined by the Administrator, acting reasonably;
 - v. after the Expiry Date or cancellation date of this Agreement;
 - vi. after You are denied partial or full benefits under an applicable warranty;
 - vii. outside of the Territory; or
 - viii. during any time period when You had failed to pay any portion of the purchase price for the Protection Benefits.
- h. If You failed to take Your Vehicle to an Repair Facility, minimize damage to Your Vehicle following damage occurring and/or obtain claim authorization from the Administrator.
- i. If the Manufacturer has ceased providing the components required for the Appearance Protection and components of like kind and quality are not available as new or remanufactured in any region of Canada. If We cannot verify information provided by You or the Repair Facility checking on Your Vehicle.
- j. If We become aware of any misrepresentation or fraud in connection with this Agreement.
- k. If You do not seek authorization from the Administrator prior to the repair being commenced.

Schedule "D"

What do the capitalize	d terms mean?	
Additional Benefits	The additional benefits of "Roadside Assistance" and "Rental Benefits" described in Schedule "A".	
Administrator	LGM Financial Services Inc., its successors and assigns, which is to administer this Agreement on Our behalf including Your request for Protection Benefits and/or Additional Benefits hereunder.	
Agreement	This vehicle services agreement entered into between You and Us governing the Protection Benefits and Additional Benefits, including the Registration Page and all attached schedules.	
Collision	If a collision occurs between Your Vehicle and an object, structure or another vehicle, as determined in the reasonable discretion of the Administrator. For example, it would be a Collision if Your Vehicle collided with a pole, animal, guardrail, street sign, fence, building or motor vehicle.	
Excluded Benefits	 Any benefits that are not "Protection Benefits", such as: (i) "Additional Benefits", if those benefits are not selected on the Registration Page; and (ii) benefits that are expressly excluded by a term or condition of this Agreement or any Schedule. Wear, tear or damage resulting from (i) fire, theft, vandalism, riot, protest, terrorism, explosion, lightning, earthquake, freezing, rust, corrosion, windstorm, hail, water, floods, salt, chemical exposure, or environmental damage; (ii) Your willful, criminal or fraudulent acts or omissions; or (iii) Your misuse, abuse or negligence. 	
Excluded Use	 Off-road or racing. Towing without a tow package installed or authorized by the Manufacturer. 	

	3. Heavy Commercial Use.		
	4. Use in any manner not recommended by the Manufacturer.		
Expiry Date	The earliest of the dates listed in section 6 of the Agreement.		
Driving on Public		Any damage to Your Vehicle while it is being driven on public roads that are regularly	
Roads	maintained, such as damage caused by a pothole, nail, screw, glass, rock, tree limb, debris		
Noaus	or equivalent object.		
	1. Rental	8. Taxi or fleet vehicles	
	2. Police or emergency use	9. Job site activity	
Heavy Commercial	3. Road repair operations	10. Courier or delivery	
Use	4. Hauling	11. Snow removal 12. Construction	
	5. Driving school6. Route work	13. Limousine or shuttle	
	7. Vehicles used primarily off-road	14. Moving services	
Issuing Dealer	The dealer from whom You have purchased		
Lienholder	Any person that loaned money to You to pu		
		enholder on or before the Purchase Date, which	
Lienholder		You have been loaned money to purchase this	
Agreement	Agreement.		
Limbt Commonsial		onably, that Your Vehicle is an owner-operated	
Light Commercial Use		y Commercial Use, and includes commercial car-	
USE	sharing or ride-sharing uses.		
		f the authorized claim amount, after applicable	
LCU Deductible	tax has been added, which is the amount the		
	Protection Benefits after the Administrator determines, acting reasonably, that Your Vehicle		
N	is, or has been, operated under Light Commercial Use.		
Manufacturer or OEM	The original equipment manufacturer of Your Vehicle.		
	The manual for Your Vehicle provided by the Manufacturer as may be amended from time-		
Owner's Manual	to-time.		
		o an individual without the title to Your Vehicle	
Private Transfer	being transferred to an intermediary and without the involvement of a dealership, leasing		
	agency or person in the business of selling, leasing or recycling vehicles.		
Protection Benefits	The protection benefits described in Schedule "A" to this Agreement.		
	A refund of the purchase price for the Prote		
	expired portion of this Agreement by time or kilometres, whichever is greater, using the		
Pro Rata Refund	Purchase Date and the Expiry Date as reference points; (ii) after deducting an		
	administration fee of \$100 plus applicable to		
		(iii) after deducting, any claims authorized or	
	paid, unless such deduction is prohibited by the Lienholder's policy or by applicable law.		
Purchase Date	The date listed on the Registration Page that You purchased the Protection Benefits or any later date on which You take possession of Your Vehicle.		
Registration Page	The first page of this Agreement listing details about You, Your Vehicle, the Protection Benefits and the Additional Benefits.		
	The renair facility at Your Issuing Dealer or another renair facility authorized by the		
Repair Facility	Administrator.		
Territory	Canada and the United States of America,	excluding Hawaii and Puerto Rico.	
•	The new or used Hyundai vehicle, listed on		
Vehicle	purchased from Us, or with Our assistance, and which does not have a salvage title.		
Vehicle Purchase	The Manufacturer's suggested retail price as a New Vehicle or the actual purchase price as		
Price	a Used Vehicle at the time of purchase of Your Vehicle.		
We, Us, Our	Hyundai Auto Canada Corp.		
You, Your	The person, listed on the Registration Page, who purchased the Protection Benefits or any		
. 54, 1541	person to whom this Agreement is transferr	ed to in accordance with this Agreement.	

Schedule "E"

What steps do You no	ed to take?
Visit a Repair Facility	You must take Your Vehicle to a Repair Facility and You or Your Repair Facility must file a claim with the Administrator Toll-free 1-855-506-6160 within seven (7) days of Your Vehicle being damaged . This Agreement does not provide Protection Benefits if Your Vehicle is serviced by a non-authorized repair facility.
Minimize Damage	Take immediate action to prevent further damage to Your Vehicle. This Agreement does not provide Protection Benefits if a damage to Your Vehicle is caused by neglect towards Your Vehicle.
Review Benefits	Discuss with the Repair Facility what amounts are covered by the Protection Benefits and what, if any, amounts You will be required to pay for directly.
Obtain Authorization	Provide Us or Your Repair Facility with the number of this Agreement listed on the Registration Page. Before any repairs, ask Your Repair Facility to contact the Administrator to obtain authorization for the claim. This Agreement does not pay for or reimburse Protection Benefits that have not been authorized by the Administrator.
Provide Documents	You or the Repair Facility must submit all repair orders, applicable receipts and documentation to the Administrator within thirty (30) days of repairs being completed for Your Vehicle. You may be asked to provide the Administrator with information related to Your Vehicle and reasonably required to authorized Your claim, including odometer reading, registration documents and insurance documents.
Light Commercial Use	If Your Vehicle is, or will be, operated under Light Commercial Use during the term of this Agreement, You must promptly notify the Administrator and You will be responsible for paying the LCU Deductible on future claims.