

## 1. Definitions

The following definitions apply to these words frequently used in this warranty program contract.

- **“ Administrator ”** : to mean the company doing business under the name Les Produits Avantage Plus, 2700 Boul. des Entreprises Local 102, Terrebonne (Quebec) J6X 4J8, 450-666-0181, [info@garantieavantageplus.ca](mailto:info@garantieavantageplus.ca) or to mean the company 9112-3158 QUÉBEC INC. doing business under the name Les Produits Avantage Plus, 2700 Boul. des Entreprises Local 102, Terrebonne (Quebec) J6X 4J8, 450-666-0181, [info@garantieavantageplus.ca](mailto:info@garantieavantageplus.ca)
- **“ Authorised Distributor ”** : to mean all licensed merchants of used or new automobiles, motorcycles, recreational vehicles, on or off-road leisure vehicles, power-assisted bicycles, and any other vehicle provider authorised to sell warranties via the **Administrator** portal.
- **“ Authorised Repair Facility ”** : to mean a licensed repair facility, independent, not managed, or affiliated, but pre-approved by the **Administrator** on an agreed upon hourly rate and fixed profit margin for the verification, maintenance, or reparation requested of the specific type of vehicle covered by this warranty program contract.
- **“ Breakdown ”** : to mean the failure of a vehicle component to perform the function for which it was constructed, without regards for the causes of failure.
- **“ Covered Components ”** : to mean the specified parts that will be covered for repair if the terms and conditions of the warranty are followed. The components are itemized and are not eligible for all programs.
- **“ Exclusions ”** : to mean what is not covered by the program. Covered and non-covered Parts, repairs, and reasons deemed ineligible for authorisation by the **Administrator**, where no reimbursement amount will be authorised.
- **“ Vehicle Owner ”** : to mean the proprietor of the vehicle, the signatory listed as the owner of the vehicle in the identification section of the warranty.
- **“ Waiting period ”** : to mean the first fifteen (15) days following the delivery date indicated on the warranty.

Upon receipt of payment for this program from the **Authorised Distributor** to the **Administrator**, the **Administrator** agrees to pay the eligible repair costs for the **Breakdown** of the covered components, including labor and necessary taxes after the **Waiting period**, specified in the terms and conditions of this contract. The duration of coverage will coincide, in accordance with the terms and conditions of the program indicated on the first page of the warranty chosen by the **Vehicle Owner**. The **Administrator** will not be held liable for any statement or alleged engagement made by a third party in the name of the **Administrator** for any responsibility greater than this present warranty provides.

The **Vehicle Owner** expressly consents to the **Administrator** communicating all information obtained about him, the vehicle, or the finance company to the **Administrator**. The information collected by the **Administrator** is used to determine eligibility for the program, to maintain the warranty as well as to process claim requests, if applicable. Access to the **Vehicle Owner's** personal information is limited to persons for whom it is necessary to access it in the exercise of their functions. The **Vehicle Owner** may ask the **Administrator** to confirm the existence of the personal information he holds about him and request a copy. He may also request that inaccurate, incomplete, or ambiguous personal information be rectified. To exercise his rights, the **Vehicle Owner** must contact the responsible person whose contact details are displayed on the **Administrator's** website. The **Vehicle Owner** may also withdraw consent to the use or disclosure of his or her personal information, subject to certain conditions and restrictions, which withdrawal of consent could result in termination of warranty service. Particularly due to the use of computer and technological systems involving the entry of data and the saving thereof, it is possible that the personal information of the **Vehicle Owner** is stored or communicated outside of Quebec.

## 2. Covered Components

1. **Engine - Gas ( PHEV, HEV )** : Cylinder block and the internal lubricated parts here after listed - camshaft, camshaft sensor, variable timing solenoid, connecting rods, connecting rod bearings, timing chain and pinions, camshaft bearings, camshaft caps, main bearing bushings, front cover, front cover gasket, head gasket, intake manifold, intake manifold gasket, exhaust manifold, valve covers, valve cover gaskets, valve lifters, cylinder head, rocker arms, valve guides, pistons, oil pump, oil pressure sensor, lifters, valve springs, ring gears, rings, push rods, crank shaft, crankshaft sensor, balance shafts, oil pan (except if damaged externally), oil pan gasket, engine mounts, engine oil coolers.
  - **Motor – Electric system assisted / non-assisted (BEV, PHEV, HEV)**: Electric drive motor / generator, shaft assembly, drive rotor assembly, position stator assembly, voltage inverter, electric water pump, vehicle control module, power distribution control module, DC-DC converter / junction box. (Battery not included unless otherwise indicated in the contract).
2. **Turbo and / or Supercharger (PHEV, HEV)**: Turbocharger and / or supercharger and the internal lubricated parts here after listed - intercooler, wastegate actuator, boost sensor, inlet lines, supercharger gasket.
3. **Transmission – Automatic and Single Speed (BEV, PHEV, HEV)**: Housing and the internal lubricated parts here after listed - internal shafts, bands, valve body, valve body solenoid, valve body gasket, torque converter, bushings, internal clutches, gear sets, flex plate, vacuum modulator, transmission oil pump, governor, internal seals and bearings, drums, transmission coolers, control module, shift select module, gear shift lever.
  - **Transmission – Manual (PHEV, HEV)**: Housing and the internal lubricated parts here after listed - internal shafts, bushings, forks, gear sets, pinions, internal seals and bearings, flywheel, synchronizers.
4. **Differential - front and rear - (BEV, PHEV, HEV)**: Case and the internal lubricated parts here after listed, final drive housing, drive shaft, CV and universal joints, gear sets, internal bearings, bushings, limited slip clutch pack, axle half shafts. Oil pump, oil cooler, axle seals, shaft seals and pinion seals included only in the replacement of **Covered Components**.
5. **Transfer Case: 4x4 / AWD - (PHEV, HEV)**: Case and the internal lubricated parts here after listed, internal shafts, shift module, drive selector switch, transfer case actuator, gear sets, chain and pinions, internal bearings, bushings. Internal shaft and bearing seals and gaskets included only in the replacement of **Covered Components**.
6. **Suspension and Steering (BEV, PHEV, HEV)**: Steering gear including inner and outer tie rods (boots not included), ball joints, shaft coupler, steering knuckles, power steering motor, steering control module, wheel bearings and hubs. Control arms and bushings, stabilizer (sway) bar, spindles, (shocks not included), link kits.
7. **Cooling system (BEV, PHEV, HEV)**: Auxiliary and hybrid drive water pumps not otherwise listed above (including heat pump), water pump gaskets, thermostat, thermostat gasket, radiators, radiator cooling fan motor, radiator cooling fan module, coolant temperature sensor, coolant diverter valve, E-drive cooling unit. (hoses not included).
8. **Fuel delivery and ignition system (PHEV, HEV)**: Fuel pump, fuel pump filter, fuel rail, fuel injectors, fuel pressure regulator, mass air flow sensor, throttle body, throttle body gasket, ignition coils, ignition control module, knock sensor.
9. **Emissions System (PHEV, HEV)**: Exhaust gas recirculation valve and coolers (EGR), oxygen sensors, catalytic converters, positive crankcase ventilation valve (PCV).
10. **Heating and Air conditioning (BEV, PHEV, HEV)**: Heating and cooling unit assembly parts listed here after - A/C compressor, heat pump, expansion valve, ambient temperature sensor, air conditioning pressure sensor, condenser, evaporator core, evaporator temperature sensor, dryer, heater core (liquid and electric), heater core control module, blower motor, blower motor relay, internal seals, and gaskets.
11. **Brakes (BEV, PHEV, HEV)**: Friction braking system parts and regenerative braking system parts here after listed – brake master cylinder, master cylinder pressure sensor, vacuum brake booster, brake booster pump, modulator valve, brake calipers, ABS actuator, ABS gravity G- sensor, electronic brake control module (EBCM), wheel speed sensors, steering angle sensor, traction control switch.
12. **Electrical additional (BEV, PHEV, HEV)**: cruise control switch, power door lock actuators, turn signal switches, power window switch, headlight switches, power seat switch, power door lock switches, front and rear wiper switch, rear window defroster switch, power sunroof switch, power sunroof motor, wiper delay sensor, power window motors, front and rear wiper motor, power seat switch (gears excluded), front and rear windshield washer pump.



13. **Electric / High-Tech Plus +:** Transmission solenoid valves, engine control module (ECM), Transmission control module (TCM), seat warmer element and switches, electric tailgate solenoid/motor, USB sockets, auxiliary audio sockets, 12v and 115v power socket outlets, vehicle charging socket (if defective and originally installed by the manufacturer) induction phone charger, built-in charger module, high voltage distribution module, main battery controller (module), engine starter push-button.
14. **Complementary Battery Coverage:** The costs related to the verification, replacement or reconditioning and necessary cleaning of malfunctioning cells in the Hybrid Vehicle (HV) Battery or the Lithium-ion battery.
  - The coverage is limited to only 1 year / 20,000 km past the original manufacture warranty coverage and if the terms and conditions of this warranty are still eligible. This coverage is specified to a malfunction or of a defective cell, it does not cover 'capacity loss' of the battery. Furthermore, to be applicable, the maintenance history of the vehicle must be provided with the contract at time of sale and / or at the time of any claim required.
15. **Towing:** A reimbursement of seventy-five (75\$) CAD for the towing of your vehicle for each claim event and if the claim is covered by this warranty and authorised by the **Administrator**
16. **Reimbursement for verification:** A reimbursement for the verification fee if the repair has been authorised by the **Administrator** and completed at an **Authorised Repair Facility**. Maximum of two hundred (200\$ CAD) per event.
17. **Replacement automobile:** Reimbursement for the rental of replacement automobile at thirty (30\$) CAD per day – seven (7) days maximum for the duration of this program if the repair is covered by this program. It is the responsibility of the **Vehicle Owner** to declare all invoices necessary and the dates of the rental must correspond with the dates the vehicle is under repair.
18. **Lodging:** Reimbursement for lodging if the repair is covered by this program and the **Vehicle Owner** is 300km from his address indicated in the owner identification section program for fifty (50\$) CAD per day -four (4) days maximum for the duration of this program. It is the responsibility of the **Vehicle Owner** to declare all necessary invoices and the dates of the lodging must correspond with the dates the vehicle is under repair.

### 3. Also included in the program

- **Unlimited kilometers:** no kilometer usage limitations. (*Proof of odometer reading may be requested anytime by the Administrator during the terms of the program for the option to be valid.*)
- **A.V.N.:** The following audio, visual and navigation components - Touchscreen and / or video Entertainment screens and control modules. DVD and/ or Blu-ray video disc player. CD reader and changer. Bluetooth set to include microphone, hands free phone control and hands-free command control. Collision avoidance system - parking assistance front and / or rear cameras and / or sonar sensors. Navigation display system and panel console assembly. GPS navigation system updates and programming (if system assembly is authorized to be replaced).
- **Suspension +:** To include the following parts for adaptive, active, kinetic, double-A, or air (air) suspension systems. Springs (or bellows for air suspension systems), relief and return valves, adaptive actuator, sensors, lines, and air suspension compressor.
- **Roadside Service +:** Emergency roadside assistance during the terms of the present program available 24 hours a day, 7 days a week, across Canada and the continental United States. These services include towing (up to a maximum of 75 km away to a repair center), emergency battery boost, flat tire service, fuel delivery (up to 10 liters), winching service and lock-out service.
  - This service is provided by a third party, pre-paid but not managed by the **Administrator**. Any separately administered invoice to the **Vehicle Owner** for the use of this service cannot be requested for refund. The **Vehicle Owner** should call 1-888-668-6082 for details.
- **Workshop materials Option:** to include the oils, filters, nuts, bolts, washers, silicone, coolants, and alignment necessary to complete the authorised repair for up to a total maximum of one hundred (100\$ CAD) during the duration of the program selected.
- **Premium reimbursement option:** At the end of the term of the warranty contract chosen, the **Vehicle Owner** will be eligible for a refund of the premium paid for the contract at the time of sale. The following terms and conditions will apply.
  - The refund will not exceed the amount, before tax, paid for the warranty indicated on the contract.
  - The refund must be requested by the **Vehicle Owner** and not by any third party within thirty (30) days before the warranty expires.
  - The **Vehicle Owner** will receive no refund if any **Covered Components** have been paid by the **Administrator**.
  - The **Vehicle Owner** will receive no refund if the warranty has been transferred to a new owner.
  - The **Vehicle Owner** will not receive any refund if the vehicle has been declared a total loss, reported stolen or seized by a bank or other financial institution.

### 4. Parts and Parts repair exclusions

1. Maintenance and maintenance parts recommended by the manufacturer or otherwise to include tune-ups, adjustments, wheel alignments and balancing, the filling of all fluids to include the fluids themselves, such as oils, coolants, refrigerants, additives, freon and fuel.
2. Brake pads, brake discs, brake drums and shoes, glow plugs, linkage, and wiper blades. The following parts for lighting systems include bulbs, headlight assembly, sensors and adaptive headlight positioning arms, lights, and lighting ballast. The following components of the electrical systems to include batteries, cables and wiring, fuses and fuse box, fuel level sensor, instrument panel, sunroof frame and mechanism, remote starter, remote control unlock, electronic control unit (BCM) and systems, not mentioned that it controls, and software updates. Antennas, speakers, ignition barrel/cylinder, horn, nuts, plugs, bolts, tubes, tubing, piping, and hoses (not listed), belts (not listed) and all workshop equipment.
3. Frame, body, and vehicle parts to include steering wheel, mirrors, windows, glass and window regulator, seats and seat frames, port stops, fasteners, hinges, latch, lock, and door handles. Handbrake device and cable, pedals, paddles, and gear selectors. Tires and tire valves, wheels, rims and hubcaps and all fluid reservoirs.
4. All cosmetic or cosmetic parts to include adhesives, castings, chrome, trim, ornaments, upholstery, paint, panels, rubber or rubber coating, carpets, sealing moldings, stickers, plastics.
5. Additional parts and repairs related to the rear defroster, manual and/or dual clutch system (including disc, pressure plate, flywheel), tire pressure monitoring system, safety device system and airbag system, repairs related to fluid or air leaks (including minor sweat or moisture), the automatic DRL and night vision system, the spare tire mechanism, the spring-loaded opening mechanism of the trunk, the elements and fans of heated cooling or ventilation seats. Environmental and waste treatment costs including bleed valve, steam cartridge, vent solenoid and urea system (for diesel vehicles).

### 5. Repair exclusions

1. Repair of **Covered Components** damaged by fire, water, water infiltration, snow, ice, wind, or any other acts of nature.
2. Repair of **Covered Components** damaged by friction, wear, carbon buildup or corrosion (including cable and connector corrosion) any repair damaged by rust, contamination, lack of lubricants, quality of lubricants, pre-ignition of the engine or overheating of the engine or any other **Covered Component**.
3. Repair of **Covered Components** damaged from a non-covered part, mechanical or aesthetic.
4. Repair of **Covered Components** damaged by accident, collision, misuse, abuse, road hazards or lack of maintenance.
5. Repair of **Covered Components** due to the failure of the **Vehicle Owner** to observe warning signals (lights, indicators, gauges, sound) that could cause further damage to the vehicle by continued operation.
6. Repair of **Covered Components** to remedy vehicle performance, resolve compression loss or to reduce excessive oil consumption.
7. Repair of **Covered Components** if the vehicle's odometer reading is not functional, if the odometer has been modified in contravention of any applicable law in the **Vehicle Owner's** province of residence, if the odometer has been replaced during the warranty period, or if the information regarding the vehicle's eligibility for the program is falsified or misstated. In the latter case, the **Administrator** reserves the right to require any proof it deems necessary to determine the actual mileage of the vehicle covered by this warranty program at the time of sale.
8. Repair of **Covered Components** due to a **Breakdown** that occurred before, at time of vehicle purchase or during the **Waiting Period**.
9. Repair of **Covered Components** if that part is already covered under the original, or extended manufacture warranty.
10. Repair of **Covered Components** if the reparation is needed for a second time within a period of three (3) months or 5000km from the date of the first completed reparation.
11. Repair of **Covered Components** without an authorisation number (to include the authorised reimbursement amount) by the **Administrator**.

**6. Rules and additional information regarding the warranty program**

1. This warranty protects the **Covered Components** that are no longer covered under the complete manufacturer warranty or manufacture powertrain warranty and will begin on the indicated warranty start date. The warranty start date may be revised at any time by the **Administrator** if the **Vehicle Owner**, who purchased the vehicle still under manufacture warranty, is no longer covered by the manufacture warranty, and can provide proof of odometer reading of the vehicle at that time to the **Administrator**.
2. Proof of maintenance and anomaly code information (previous and present recorded by the vehicles monitoring system), can be requested by the **Administrator** at any time during the term of the warranty. The **Administrator** reserves the right to inspect the vehicle at an **Authorized Repair Facility**. It is the responsibility of the **Vehicle Owner** to assure that all the maintenance indicators of the vehicle are in working order.

**7. Claim presentation and repair process.**

In the event of a **Breakdown**, the **Vehicle Owner** must contact the **Administrator** either by phone (1-866-666-0181) or by email (info@garantieavantplus.ca), to notify the **Administrator** of the **Breakdown**. The **Administrator's** agent will direct the **Vehicle Owner** to an **Authorized Repair Facility** where an agent of that **Authorized Repair Facility** will submit an estimation (at the owner's expense), directly to the **Administrator**, where the estimation will be evaluated by an agent of the **Administrator**. If the reparation is approved, an authorization number with the reimbursement amount will be assigned to the work order in a printed format to be emailed or faxed to the **Authorized Repair Facility**. Any other form of approval, whether purported, voice, text or otherwise, will not be recognized by the **Administrator**.

If the **Breakdown** occurs outside of working hours and the **Vehicle Owner** or **Authorized Repair Facility** is unable to contact the **Administrator**, the **Vehicle Owner** may send invoices for the amounts incurred to the **Administrator** for evaluation. The claim process will be followed in the same manner as mentioned above.

Filing a claim does not guarantee coverage under the warranty program.

**8. Rules and additional information regarding the repair process**

1. No work order dated more than thirty (30) days from the date of verification will be accepted by the **Administrator**.
2. Invoices for amounts incurred by the **Vehicle Owner** sent to the **Administrator** for evaluation more than thirty (30) days from the date of reparation will not be accepted by the **Administrator**.
3. For authorizations, the **Administrator** will reimburse the amount to the **Authorized Repair Facility** within the time agreed between both parties and if the following documents have been returned to the **Administrator**:
  - a. The authorization form signed by the **Vehicle Owner**.
  - b. The **Authorized Repair Facility** invoice indicating the amount authorized by the **Administrator** with the **Administrator** indicated in a visible location on the invoice.
  - c. Proof of payment if the **Vehicle Owner** has paid the invoice in full - in which case the **Administrator** will reimburse the authorized amount to the **Vehicle Owner** within thirty (30) to forty-five (45) days of receipt of all the required documentation.
4. The **Administrator** will not be liable for additional amounts not specified on the authorization form.
5. The **Administrator** will not be held responsible for the quality of the material used for the repair.
6. The **Administrator** will not be held responsible for any damage caused directly or indirectly to the vehicle by the **Authorized Repair Facility** or otherwise during or after the repair.
7. The **Vehicle Owner** will accept the franchise amount selected on the warranty, that will be automatically deducted from the authorized repair amount.
8. The **Administrator** reserves the right to authorize parts that are used, new or re-built for each claim. In the case that the **Vehicle Owner** wishes to install a different class of part than the one authorized by **Administrator**, the **Vehicle Owner** must pay the difference between the authorized part and the one requested.
9. The **Vehicle Owner** cannot claim any tax reimbursement on amounts the **Administrator** pays to the **Authorized Repair Facility**.

**9. Maximum reparation limits**

The **Vehicle Owner** can declare an unlimited number of claims during the term of their program chosen, however **Administrator** will not be responsible for more than the lesser of the following amounts:

- a. the total indicated (taxes included) on the first page of the contract, section PROGRAM REPAIR MAXIMUM (per visit/cumulative)
- b. the total indicated (taxes included) on the first page of the contract, section PRICE OF VEHICULE (before taxes).

**10. Vehicle exclusions**

3. The warranty program will not cover the following vehicles:
  - a. Passenger and commercial vehicles that have a gross vehicle weight rating (GVWR) greater than 10,000kg, or categorized greater than class 5.
  - b. Tractors, heavy equipment vehicles and trucks, ambulances, fire trucks, tow trucks, police vehicles or vehicles installed with a < police pack >, busses, and snow-removal vehicles.
  - c. Any vehicle used as a short-term rental vehicle (that has a rental agreement or a lease that is less than 24 months).
  - d. Any vehicle that has been repossessed by the bank, financial institution, or returned to the **Authorized Distributor**.
  - e. Any vehicle that has been declared a total loss, partial loss or stolen.
  - f. Any **Breakdown** that occurs outside Canada or the continental United States.
  - g. Any vehicle that has been altered or modified from original factory installation, including, but not limited to the manufacture specification restrictions, powertrain performance, ECM chip tuning, performance exhaust or air intake system modifications, lifted or lowered suspensions and tire and rim size recommendations.
  - h. Any high-performance sports or luxury vehicle that has an MSRP greater than 150,000\$ CAD.

**11. Transfers and Cancellations****1. Transfers**

- a. Only the **Vehicle Owner** may transfer the warranty to a new owner. Transfer requests must be sent to the **Administrator** with the full name and address of the new owner including the date of purchase and odometer reading at time of transfer. This information must be sent to the **Administrator** within the first fifteen days (15) following new ownership. An **Authorized Distributor** or **Authorized Repair Facility** are not eligible for warranty transfers. There will be no fees applied to warranty transfers.

**2. Cancellations**

- a. After thirty (30) days, and before the terms of the warranty have expired:



- i. The **Vehicle Owner** can request to cancel the warranty and the termination of the terms and conditions of its warranty only if the vehicle indicated on the warranty has been declared a total loss or declared stolen. In both cases, the **Vehicle Owner** must provide proof of a declaration made by his or her insurance company and a copy of the vehicle registration certificate indicating that the **Vehicle Owner** is the same as indicated on the warranty contract. The **Vehicle Owner** must request this and send all the required documents by email to the **Administrator** at the following address [remboursements@garantieavantageplus.ca](mailto:remboursements@garantieavantageplus.ca). The reimbursement amount will be prorated using a portion of the price paid for the warranty to the **Administrator**, based on time and kilometers used, less any claims paid. This final amount will be sent to the **Vehicle Owner** and the warranty contract will be canceled.
- ii. The bank or financial institution may request cancellation and termination of the warranty terms and conditions if the vehicle listed on the warranty has been repossessed and has an outstanding loan amount with that bank or financial institution. The bank or financial institution must provide proof that it has repossessed the vehicle with the date and mileage indicated at the time of repossession, and send all required documents by email to the **Administrator** at following address [remboursements@garantieavantageplus.ca](mailto:remboursements@garantieavantageplus.ca). The reimbursement amount will be prorated using a portion of the price paid for the warranty to the **Administrator**, based on time and kilometers used, less any claims paid. This final amount will be sent to the bank or financial institution and the warranty contract will be canceled.

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**12. General provisions**

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- 1. This contract constitutes the entire agreement between the **Vehicle Owner** and the **Vehicle Owner** regarding the warranty protection. It takes precedence over any verbal or other written agreement, representation or promise made before its signature.
- 3. Any provision contained in the contract which conflicts with the *Consumer Protection Act* (Quebec) or a law of another province whose provisions are of public order is automatically considered modified to become compliant.

I accept and understand the provisions provided by the present warranty program and accept the conditions that apply.

**Vehicle Owner** \_\_\_\_\_ **Date** \_\_\_\_\_