

## **COMMERCIAL EQUIPMENT SERVICE WARRANTY TERMS AND CONDITIONS**

This Equipment Service Warranty Contract is between the Provider and the Contract Holder. The Contract provides the coverage described within for the Covered Equipment as stated on the Declaration Page.

The Provider obligations under this Contract are protected by a Commercial Equipment Warranty Service Contractual Liability Insurance Policy issued to the Provider by American Bankers Insurance Company of Florida under Agreement No. CEWPPSP0001. Any notice may be validly given to the Provider.

### **DEFINITIONS:**

1. **Authorized Service Centre** means any franchised equipment dealer authorized by the manufacturer of the Covered Equipment stated on the Declaration Page, or the persons or organizations authorized by the Provider to perform services under this Contract.
2. **Claim** means a claim for reimbursement made by an Authorized Service Centre on behalf of the Contract Holder as a result of a Failure.
3. **Contract** means the Commercial Equipment Service Warranty sold by the Provider to the Contract Holder through the Selling Dealer, in return for a payment.
4. **Contract Holder, You or Your** means the purchaser of this Contract as stated on the Declaration Page or an assignee thereof as expressly permitted hereunder; who shall be domiciled in Canada.
5. **Contract Term** means the period commencing on the effective date or effective hours, whichever occurs first, and ending on the expiration date or expiration hours, whichever occurs first, as set forth in the Declaration Page.
  - a) For Equipment classified as NEW on the Declaration Page, coverage under the Contract begins upon the expiration of any applicable manufacturer's standard warranty period, including any applicable manufacturer's extended warranty, unless otherwise noted on Declaration Page and ends on the earlier of: the expiration date of the Contract, or the date on which the Covered Equipment has been operated for the maximum number of total machine hours specified on the Declaration Page under the Contract.
  - b) For Equipment classified as USED on the Declaration Page, Coverage under the Contract starts on the effective date of the Contract and ends on the earlier of: the expiration date of the Contract, or the date on which the covered Equipment has been operated for the maximum number of machine hours specified on the Declaration Page under the Contract.
6. **Covered Breakdown** means any failure of the Covered Equipment due solely to defective materials or workmanship necessitating repair or replacement of Covered Parts in accordance with the terms and conditions of this Contract.
7. **Covered Claim** means an authorized claim reimbursement made under this Contract. All Covered Claims will be payable in Canadian dollars.
8. **Covered Equipment** means the equipment described on the Declaration Page.
9. **Covered Parts** means the components and parts listed in the included Master Parts Schedule, which are not specifically excluded, for the level of coverage set forth in the Declaration Page.
10. **Declaration Page** means the first page of this Contract.
11. **Deductible** means the amount the Contract Holder must pay for covered repairs as identified on the Declaration Page.
12. **Dollars or \$** mean Canadian dollars.
13. **Failure, or Failed** means the sudden and unforeseen mechanical breakdown of a Covered Part arising from any permanent mechanical, electrical or electronic defect, causing a sudden stoppage of its function, necessitating immediate repair or replacement before its normal operation may be resumed, not excluded from coverage under this Contract.
14. **Limits of Liability** means the most that the Provider will pay for any one Covered Claim and for all covered Claims, in the aggregate, as provided on the Declaration Page.
15. **OEM** means Original Equipment Manufacturer. The Covered Equipment manufacturer is stated on the Declaration Page.
16. **Provider** means Protection Point Service Plans Inc.
17. **Selling Dealer** means the authorized retailer of this Contract to the Contract Holder for the Covered Equipment as described on the Declaration Page.

### **LIMITS OF LIABILITY:**

1. Per Covered Claim: The Provider shall not pay more than the Maximum Limit of Liability as stated on the Declaration Page, for repair, replacement and all other obligations under this Contract for any Covered Claim.
2. Aggregate: The Provider shall not pay more than the Maximum Limit of Liability amount as stated on the Declaration Page or \$500,000 total, whichever is less, for all Covered Claims under this Contract.

### **DEDUCTIBLE:**

1. One deductible will apply to each reported Failure, unless the Contract specifies otherwise on the Declaration Page.
2. Any transportation, travel, or other expenses will not be credited toward any applicable deductible, unless the Contract specifies otherwise on the Declaration Page.

### **TERRITORY:**

Coverage under the Contract applies, exclusively to Equipment sold and registered by authorized Selling Dealers in Canada and operated in Canada and in the Continental United States of America.

### **TERMS & CONDITIONS**

The scope and effectiveness of the Contract is hereby limited exclusively to the Terms and Conditions and Master Parts Schedule expressed herein, and the Contract Holder's compliance with the terms and conditions of this Contract shall be a condition precedent to the Provider's obligation to make any payment hereunder.

1. For a Claim to be eligible for reimbursement under the Contract, the Contract Holder is required to:
  - a. Perform all required maintenance on the Covered Equipment, at the recommended intervals specified in the Covered Equipment OEM operator's manual, and presented to the Provider, upon request, proof of such maintenance, satisfactory to the Provider.
  - b. Operated the Covered Equipment exclusively within its rated capacity as specified in the Covered Equipment OEM operator's manual.
  - c. Promptly reported to an Authorized Service Centre any problems with respect to the performance of the Covered Equipment and have the Equipment available for repair in a timely manner.
  - d. Use all reasonable means to protect the Covered Equipment from further damage when a Failure occurs.
  - e. Pay for travel expenses associated with the repair of the Covered Equipment, unless the Contract specifies otherwise on the Declaration Page.
  - f. Approve exploratory dismantling of the Covered Equipment if necessary to diagnosis a Failure, and agree to accept all charges for exploratory dismantling if, as a result of such dismantling, the Provider determines that there has not been a Failure within the scope of coverage under the Contract.

- g. Settle directly with the Authorized Service Centre at the time of repair for any additional costs not covered hereby, or in excess of the terms of this Contract.
2. Coverage under the Contract is limited to repairs to the Covered Equipment in accordance with the terms and conditions set out herein in consequence of a request for reimbursement authorized by the Provider for failure, due to defects in Covered Parts listed on the Master Parts Schedule, that occurs:
  - a. During the Contract Term, however, Failure due to pre-existing conditions or Failures that occurred prior to the effective date, referenced on the Declaration Page, are not eligible for reimbursement;
  - b. After the expiration of the term of any applicable manufacturer's standard warranty period, or any applicable manufacturer's extended warranty, in respect of such Covered Equipment, and
  - c. In respect of defects in the Covered Equipment arising after such expiration.
3. Coverage under the Contract is limited to reimbursement of the cost of parts and labour for repairs, approved by the Provider, and made by an Authorized Service Centre, for authorized Failures due to a defect in material or workmanship.
4. Coverage under the Contract applies to the exploratory dismantling of the Covered Equipment only in the event of an approved failure by the Provider.
5. Labour hours for repairs will be approved as deemed reasonable by the Provider.
6. The Authorized Service Centre forwarding the documentation on Contract Holder's behalf will be deemed to have authority to receive payment directly for the cost of repair and/or replacement.
7. For a Claim to be eligible for reimbursement, the following procedures must be adhered to:
  - a. If parts are needed to effect an authorized repair, the Provider requires the use of genuine OEM parts and, when offered, the use of genuine OEM remanufactured parts, unless prior written authorization of the Provider is given; such parts shall be covered exclusively under any separate Replacement Parts Warranty while it remains in effect, and only thereafter under the Contract.
  - b. The Authorized Service Centre must open a work order on the date of notification of a problem with the Covered Equipment.
  - c. All requests for reimbursement must be submitted to the Provider within 45 consecutive days from the last day parts related to the eligible Failure were installed, as shown on the technician's time ticket on the work order, not the date the work order was closed. Requests for reimbursement beyond this time limit will be denied.
  - d. All required information shall be provided on the reimbursement request form at time of claim submission.
  - e. All faulty parts from the Failure must be retained for inspection by the Provider until final settlement of the claim has been made. Faulty parts from the Failure, oil sampling reports, maintenance records and invoices associated with the repair, and photographic evidence documenting the Failure and secondary damages shall be provided to the Provider within 30 days of request.
  - f. All resubmitted claims, regardless of the reason, must be resubmitted within 60 consecutive days from the date on which the original settlement of the claim was made by the Provider. After that time period the claim will stand as processed.
  - g. Disputed claim settlements must be resolved within 60 consecutive days from the date on which the offer of settlement of the claim was made by the Provider. After that time period the claim will stand as processed.
8. Any dispute between the Contract Holder and the Provider in respect of a payment due the Contract Holder or the Provider under the Contract shall be referred to a panel of three (3) unrelated Authorized Service Centres for review. The ruling shall be determined by the judgment decided by the majority of the chosen Service Centres. If resolve is not achieved by this process, the dispute shall be referred to an arbitrator, in the Province from which the Claim arises, in accordance with the regulations of that Province.
9. If the Provider pays for repairs related to a Claim under this Contract and the Contract Holder or Authorized Service Centre is also repaid for the same repairs by someone else, the Provider, in its sole discretion, may require the Contract Holder or the Authorized Service Centre to reimburse the Provider up to the amount that the Provider paid for the repairs. The Provider shall have no liability for any amount paid by a third party to the Contract Holder or to an Authorized Service Centre in respect to a repair covered under this contract.
10. In connection with any Covered Breakdown, the Provider shall be entitled to undertake in the name and on behalf of the Contract Holder, the conduct, control and settlement of any proceedings as its own expense and for its own benefit but in the name of the Contract Holder to recover compensation or secure indemnity from any third party in respect of anything covered under this Contract.
11. The remedies of having a defect in material or workmanship repaired, or having defective materials replaced, at an Authorized Service Centre under the terms and conditions of the Contract are the Contract Holder's exclusive remedies under the Contract and are in lieu of any other remedy or remedies otherwise available.
12. This Contract does not preclude the Contract Holder from exercising their contractual, legal or statutory rights as a customer of the equipment retailer nor their rights under the initial manufacturer's warranty.
13. The Contract gives the Contract Holder specific legal rights and the Contract Holder may also have other rights, which may vary, from Province to Province.
14. The terms and conditions set out herein supersede and replace any and all agreements, representations, understandings, and terms and conditions whatsoever made by any party whatsoever prior to the issuance hereof to the Contract Holder and contain the entire understanding of the Contract Holder, and all other parties named herein, with respect to the subject matter hereof. The unenforceability of any term or condition set out herein shall not be construed to limit the enforceability of any other term or condition set out herein. The waiver or non-enforcement by a party named herein, other than the Contract Holder, of a right, requirement, term or condition set out herein shall not operate in law or in equity to prevent such party from later enforcing such or similar rights, requirements, terms or conditions.
15. No person, Selling Dealer or agent may in any way alter or extend the terms and conditions expressed herein without the prior written authorization of the Provider. Any accommodation made to the Contract Holder by any party shall not constitute a waiver, modification or extension of the terms and conditions of the Contract as expressed herein.
16. No changes may be made to the Contract unless approved by the Provider in writing.
17. Only the Provider has any liability in respect of payment requests made of the Provider under the Contract.
18. The Contract shall be interpreted for all purposes in accordance with the laws of Canada.

## **EXCLUSIONS**

### **The following exclusions and limitations shall apply to the Contract:**

1. The Provider is not responsible for:
  - i. Failure to any part reasonably believed to be caused by, or resulting from the Failure of a part not listed on the Master Parts Schedule, including any resulting damage to a listed part.
  - ii. Failures resulting from improper repair, use of non-authorized OEM parts or remanufactured parts that are not authorized by the Provider;
  - iii. Failures arising from the use of attachments unless the Contract states otherwise;
  - iv. The cost of initial setup or installation of any optional equipment or attachments to the Covered Equipment.
  - v. The cost of removing optional equipment or attachments including, but not limited to: loaders, duals, and tanks, unless the Contract states otherwise;
  - vi. The cost of normal maintenance services including, but not limited to: checks, adjustments, shimming, engine tune-ups, replacement of fuses, engine fuel system cleaning, replacing filters, cleaning, setting, or replacement of components due to fuel contamination, normal

- wear and/or low pressure, or repair of corrosion, decay and deterioration.
  - vii. Incidental or consequential damages which include but are not limited to: lost crops, lost contracts, lost income, fines, theft, attempted theft, fire, vandalism or collisions involving the Covered Equipment.
  - viii. Implied warranties of merchantability and fitness for a particular purpose.
  - ix. The Provider does not offer, nor provide the Contract Holder any warranty, expressed or implied, for any component, or other item, that is separately warranted by such part's OEM.
  - x. For any damages whatsoever arising out of delays, either before or after a day or time of service is agreed upon. The Contract does not guarantee days or time of service.
  - xi. Reduced performance or efficiency of Covered Equipment.
  - xii. Loss or damage to Covered Equipment or Covered Parts directly resulting from pressure waves caused by aircraft or aerial devices traveling at sonic or supersonic speeds.
2. The Contract shall not cover the Covered Equipment with respect to Failures due to:
- i. Failure to follow the recommended adjustments or maintenance as described in the applicable manufacturer's operator's manual, failure to properly maintain the Covered Equipment, improper use of the Covered Equipment, operation of the Covered Equipment beyond its rated capacity, operating conditions, or specifications, non-compliance with instructions provided by the manufacturer to prevent such Failure.
  - ii. Misuse, deterioration due to improper storage, weathering, abuse or neglect, including, but not limited to: operation without adequate coolant or lubricants, adjustments to the fuel system outside the Covered Equipment manufacturer's specifications, illegal or improper speeding/over speeding/racing, improper starting, warm-up, or shutdown practices, use of incorrect or contaminated fuel, oil or other fluids, or continued operation of impaired Covered Equipment.
  - iii. Physical damage, fraud, accident, road hazard, vandalism, riot, theft, attempted theft and other perils listed within these exclusions.
3. Coverage under the Contract shall not extend to:
- i. Normal maintenance parts and service including, but not limited to: breathers, external O-rings and bonded washers, loose fittings and connections, chaffed or rubbed hydraulic hoses or wiring harnesses, lubricated joints, pins and bushings, replenishment of oils, lubricants, coolants, and filters; however, lubricants, filters, and coolants may qualify for reimbursement under the Contract if they require replacement as a direct result of a covered Failure;
  - ii. the replacement of parts, items and accessories not fully functional due to normal wear and tear;
  - iii. Costs for coolant, fuel, or lube oil analysis, or supplies and lab recommendations relating thereto;
  - iv. Comfort items including, but not limited to: weather stripping, carpets and floor mats, paint, decals, mirrors, glass, interior/exterior moldings, covers and panels, knobs for switches and handles, exterior/interior door/panel latches, hinges and struts, radios/cd/mp3 players, and seats, unless otherwise listed on the Master Parts Schedule;
  - v. Repairs related exclusively to noise, such as, but not limited to, rattles and squeaks;
  - vi. Equipment, parts or components covered by an OEM, repair facility or other warranty, extended warranty, extended service contract, field campaign, service letter, or recall policy, OEM epidemic failure;
  - vii. Travel costs associated with transporting Covered Equipment to and from the location of repair, unless the Contract specifies otherwise on the Declaration Page;
  - viii. Charges for labour performed by an unauthorized Service Centre;
  - ix. Repairs subsequent to, or in connection with, unauthorized modification of, or "field fixes" to, the Covered Equipment;
  - x. Costs for overtime labour charges or out-of-shop expenses without prior written authorization of the Provider;
  - xi. Economic loss, including, but not limited to: lost profits, crop loss, or cost of Equipment rental;
  - xii. The cost of cleaning the Covered Equipment in preparation for a repair;
  - xiii. Loss or damage of the Covered Equipment during shipment;
  - xiv. Claims involving Covered Equipment damaged in transit or handling and subsequently sold as "salvage" Equipment;
  - xv. Items used for repairs, including, but not limited to: solvents, cleaners, anti-seize lubricants, oil-dry, special tools, shop towels, or other shop supplies;
  - xvi. Claims in respect of a complete assembly, if the combined cost of parts and labour to repair the assembly are 70% or less than the replacement cost of the entire assembly, other than with the prior written authorization of the Provider;
  - xvii. Claims in respect of the inspection or reconditioning of the Covered Equipment;
  - xviii. Any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or poor service work within sixty (60) days after a covered Failure;
  - xix. Diagnosis, except according to published OEM labour time schedules or as deemed reasonable by the Provider. The Authorized Service Centre is responsible for properly diagnosing eligible Failures using a qualified, factory trained technician, fully utilizing the resources available to them from the OEM;
  - xx. Repairs to remanufactured fuel injection pumps (as such pumps must be replaced);
  - xxi. Ensuing loss arising from a Failure, including, without limitation, such loss caused by fire, oil or water/coolant;
  - xxii. Failure due to tampering with, adjustments or additions of components to, or replacements for the Covered Equipment, when such actions could contribute to increasing the published horsepower rating of any engine-powered Covered Equipment;
  - xxiii. Repairs beyond those required to correct a Failure, or parts/items replaced solely at the Contract Holder's preference.
4. The Contract does not provide coverage in respect of any agricultural tractor used in a scraper, earthmoving or non-agricultural application for which the Contract Holder receives compensation unless such tractor is designated by its manufacturer as suitable for such application. A Contract Holder using a scraper on his own farm to level land for agricultural crop preparation may use an agricultural tractor in such application for not more than (50%) of such tractor's total annual hours of operation; exceeding this limit in any period of twelve (12) consecutive months will make such tractor ineligible for further coverage under the Contract. Use of an agricultural tractor in any of the following commercial applications will make such tractor ineligible for coverage under the Contract: site preparation, excavation, pond/lagoon-building and forestry applications.
5. Further General Exclusions:
- i. Liability for bodily injury or property damage caused directly or indirectly by failure or malfunction of the Covered Equipment or any part or by any other cause. Any and all third party damages or claims including, but not limited to: bodily injury, property damage, or contractual liability, arising out of a Covered Breakdown or the use and operation of the Covered Equipment.
  - ii. Loss or damage resulting from external causes such as but not limited to: damages resulting from a collision with any object, or from fire, flooding, sand, dirt, windstorm, hail, earthquake, an Act of God, or damage from exposure to weather conditions.
  - iii. Loss or destruction of, or damage to, any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from: ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; and the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - iv. Loss, damage, cost, expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalization or

- requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- v. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear. This Contract also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Provider alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Contract the burden of proving the contrary shall be upon the Contract Holder.
  - vi. Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.

**SOME PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES AND CONDITIONS, THEREFORE, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.**

#### **TO UPGRADE COVERAGE**

The Contract Holder may upgrade the scope of the Contract coverage applicable to the Covered Equipment if it is classified as "New" on the Declaration Page, by selecting a higher coverage option at any time during the manufacturer's standard warranty period applicable to such Covered Equipment, by returning to the Selling Dealer to complete the upgrade request. Any upgrade will be at the sole discretion of the Provider and activated with the issuance of a revised Contract document and full payment to the Provider of any additional costs or fees.

#### **TRANSFER**

1. Any unexpired portion of this Contract may be transferred to a subsequent owner of the Covered Equipment. To complete a transfer the named Contract Holder must:
  - i. Return to the Selling Dealer stated on the Declaration Page to complete the transfer and to pay a transfer fee of \$100.00 (plus taxes). The named Contract Holder's signature will be required.
  - ii. The Selling Dealer will submit the applicable transfer forms to the Provider.
  - iii. The transfer is considered complete when the Selling Dealer delivers an updated Contract to the subsequent Contract Holder.
2. If the named Contract Holder does not wish to transfer this Contract with the trade-in/resale of the Covered Equipment, they can cancel the Contract as stated below but they must do so before they trade-in or sell the equipment.
3. If the named Contract Holder does not request a transfer or cancellation at the time they sell or trade-in the equipment, the subsequent legal owner of the Covered Equipment may contact the Provider to request a transfer of the benefits under this Contract. Proof of legal ownership of the equipment will be required and any transfer will be at the sole discretion of the Provider.
4. This Contract may not be transferred to another piece of Equipment.

#### **CANCELLATION OF CONTRACT**

1. A "Free Look" period lasting 10 days immediately following the purchase date of the Contract as stated on the Declaration Page, is provided on all warranties, **NEW and USED**. The Contract Holder may cancel the Contract during the Free Look period for a refund of the full purchase price by returning to the Selling Dealer and completing a cancellation request.
2. If the Covered Equipment type is described as **USED** on the Declaration Page, the Contract Holder may cancel the Contract before expiry for any reason:
  - i. after the Free Look period, by providing no less than 15 days' notice, unless otherwise prohibited by law, and returning to the Selling Dealer to complete a cancellation request. A prorated refund of the purchase price based on the higher of the elapsed days of coverage and the elapsed hours of coverage from the Contract Effective Date as stated on the Declaration Page, less an administration fee of \$100 (plus taxes) and any claims paid (unless otherwise prohibited by law), may be returned.
3. If the Covered Equipment type is described as **NEW** on the Declaration Page, the Contract Holder may cancel the Contract before expiry for any reason:
  - i. after the Free Look period by returning to the Selling Dealer anytime before coverage under this Contract activates on the Contract Effective Date, as stated on the Declaration Page, and completing a cancellation request. The full purchase price less a \$100 administration fee (plus taxes) will be returned; or
  - ii. after the coverage under this Contract has been activated, by providing no less than 15 days' notice, unless otherwise prohibited by law, and returning to the Selling Dealer to complete a cancellation request. A prorated refund of the purchase price based on the higher of the elapsed days of coverage and the elapsed hours of coverage from the date the coverage under the Contract was activated, less an administration fee of \$100 (plus taxes) and any claims paid (unless otherwise prohibited by law), may be returned.
4. If the Covered Equipment is unrecovered, destroyed or totaled, during the Contract Term, the Contract Holder may cancel this Contract as described herein.
5. Cancellation requests made by an entity other than the Contract Holder or the Financier, if applicable, are not eligible for refund.
6. If the purchase of this Contract was financed as noted on the Declaration Page, and the finance agreement is still active, the Financier has the authority to:
  - i. refuse a request by the Contract Holder to cancel this Contract;
  - ii. accept a request by the Contract Holder to cancel this Contract and claim any refund resulting from the cancellation; or
  - iii. cancel this Contract in the event the Covered Equipment is a total loss or has been legally repossessed by the Financier. The Financier must provide written notice of such loss or repossession to the Provider. Any potential purchase price refund will be returned to the Financier.

#### **CONTRACT TERMINATION**

1. This Contract shall terminate immediately and the Provider's obligations hereunder shall cease in the event that:
  - i. The Contract Holder does not remit full payment of the agreed upon purchase price in the agreed upon time.
  - ii. The covered equipment is removed from Canada or the Continental United States of America.
  - iii. Coverage under this Contract shall be void if any portion of the manufacturer warranty stated on the Declaration Page under Existing Warranty is voided or altered without prior authorization of the Provider.
  - iv. The Covered Equipment is modified or altered, except with the prior written consent of the Provider or at the direction of the manufacturer of the Covered Equipment and documentation of the change is provided to the Provider.
  - v. The hour meter of the Covered Equipment is changed or altered, other than by an authorized OEM dealership at the direction of the

- manufacturer of the Covered Equipment, and documentation of the change is provided to the Provider.
- vi. The fuel or hydraulic system of the Covered Equipment is changed or altered, without the prior written consent of the Provider.
  - vii. The Covered Equipment is used in any application for which the machine was not designed to be used by the OEM.
  - viii. The Covered Equipment is salvaged, lost or stolen, junked, or totaled.
  - ix. If any Claim under this Contract is fraudulent in any respect, all benefits under this Contract will be forfeited.
  - x. Intentional misrepresentation has occurred on the coverage application form/ transfer from, as to the type of Equipment or application(s) for which the Covered Equipment will be used.
  - xi. The Covered Equipment is identified as Gray Market Equipment, without prior written authorization from the Provider.
2. Unless otherwise prohibited by law, this Contract may be terminated by the Provider for any reason, giving to the Contract Holder 15 days-notice of termination by registered mail or 5 days written notice of termination personally delivered if:
- i. The Provider shall refund the excess of purchase price paid by the Contract Holder over the pro-rata rate for the expired time, but, in no event shall the pro-rata rate for the expired time be deemed to be less than any minimum retained price specified; and
  - ii. The refund shall accompany the notice unless the purchase price is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
  - iii. The 15 days mentioned commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

#### **MISREPRESENTATION**

If a person applying for warranty coverage falsely describes the property to the prejudice of the Provider, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Provider in order to enable it to judge the risk to be undertaken, the Contract is void as to any property in relation to which the misrepresentation or omission is material.

#### **MATERIAL CHANGE IN RISK**

Any change material to the risk and within the control and knowledge of the Contract Holder shall void the Contract as to the part affected thereby, unless the change is promptly notified in writing to the Provider or its local agent; and the Provider when so notified may return the unearned portion, if any, of the purchase price paid and cancel the Contract, or may notify the Contract Holder in writing that, if he desires the Contract to continue in force, he must, within 15 days of the receipt of the notice, pay to the Provider any additional costs/fees; and in default of such payment the Contract shall no longer be in force and the Provider shall return the unearned portion, if any, of the purchase price paid.

#### **FRAUD**

Any fraud or willfully false statement in a declaration in relation to the particulars required invalidates the claim of the person who made the declaration.

#### **LEGAL ACTION**

Every action or proceeding against the Provider for the recovery of any claim payable under or by virtue of this Contract is absolutely barred unless commenced within one year next after the Failure occurs.

#### **NOTICE**

1. Written notice to the Provider may be delivered to the address below.
2. Written notice to the Contract Holder may be personally delivered to the Contract Holder's last known address as provided to the Provider by the Contract Holder.

#### **PRIVACY**

The Provider and any contracted third party respect the Contract Holder's privacy and are committed to protecting it. The Provider collects, uses and discloses the personal information, which the Contract Holder gives for the purposes of providing the Contract Holder with coverage. The Contract Holder's information may be disclosed to others in credit services, investigative, insurance, service warranty fields as necessary to underwrite and administer this contract and pay any benefits. Full details of the Provider's privacy contract may be accessed at [www.protectionpoint.ca](http://www.protectionpoint.ca)

#### **Provider's Contact Information:**

Protection Point Service Plans Inc.  
Mailing Address: PO Box 129LD Delta BC Canada V4K 3N6  
Courier Address: 5048 47A Ave Delta BC Canada V4K 1T8 Toll  
Free: 1-888-952-5511  
[www.protectionpoint.ca](http://www.protectionpoint.ca)

**See applicable Master Parts Schedule Next Page**