



CONTINENTAL CASUALTY COMPANY  
 66 Wellington Street West, Suite 3700, Toronto ON M5K 1J5  
 (the "Insurer")  
**PREMIUM 2000+ VEHICLE WARRANTY INSURANCE POLICY  
 MEDIUM TO HEAVY DUTY TRUCKS**

**THIS POLICY IS ONLY ELIGIBLE FOR SALE IN THE FOLLOWING PROVINCES: AB, BC, SK**  
 This Policy contains a clause which may limit the amount payable.

This Premium 2000+ Vehicle Warranty Insurance Policy is between the Insured listed below and the Insurer. The Insurer requires that the Insured call the Administrator at 1-888-883-2632 immediately upon noticing any unusual mechanical issues concerning the truck listed below. The Insured must obtain prior written authorization from Administrator before beginning any repairs to be covered by this Policy at the phone number listed above. This Policy does not cover any claim that did not receive prior written authorization by the Administrator. The Insurer will cover only those claims reported to it prior to the expiration of this Policy. Any claims reported after the expiration will not be covered. The Insured agrees that they have read and understand the entire terms and conditions of this Policy.

## DECLARATIONS

### I. POLICY INFORMATION

NAMED INSURED	NAME		PO BOX/APT.		
	STREET ADDRESS			PROVINCE	POSTAL CODE
	CITY				
	PHONE (HOME)		(WORK)	(CELL)	
	EMAIL				
VEHICLE INFORMATION Revised 6-25-18	YEAR	MAKE	MODEL		
	VIN				
	ODOMETER AT SALE:		ECM:	POLICY DATE:	
ENGINE MAKE:	MODEL:	SERIAL #:	TRANSMISSION MAKE:	MODEL:	SERIAL #:
REFRIGERATION UNIT MAKE:	MODEL:	HOURS:	SERIAL #:		
AUXILIARY POWER UNIT (APU) MAKE:	MODEL:	HOURS:	SERIAL #:		
<input type="checkbox"/> AUTOMATIC TRANSMISSION					
Lienholder:					
POLICY PREMIUM (CAD):					
APPLICABLE TAXES (CAD):					

### II. AVAILABLE TERMS & COVERAGES

#### MAJOR COMPONENTS OPTIONS

ENGINE ONLY       ENGINE/TRANSMISSION/DIFFERENTIAL

**CLASS 3-7**       12 Months/50,000 Miles (80,467 km)     24 Months/100,000 Miles (160,934 km)      (whichever occurs first)

**CLASS 8**       12 Months/100,000 Miles (160,934 km)     24 Months/200,000 Miles (321,868 km)  
 12 Months/125,000 Miles (201,168 km)     24 Months/250,000 Miles (402,336 km)      (whichever occurs first)

PINNACLE TERM LENGTHS ARE ONLY ELIGIBLE FOR THE 24 MONTHS/250,000 MILES (402,336 KM) ADDITIONAL OPTIONS.	<input type="checkbox"/> <b>PINNACLE 36 MONTHS/CAPPED AT ONE MILLION MILES (1,609,344 km)</b> <input type="checkbox"/> <b>PINNACLE PLUS 48 MONTHS/CAPPED AT ONE MILLION MILES (1,609,344 km)</b>
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**Class 8 Mileage Limit capped at One Million (1,000,000) Miles (1,609,344 km).**

**Class 3-7 Mileage Limit capped at Five Hundred Thousand (500,000) Miles (804,672 km).**

Only Those Components Listed As Covered Are Protected Under This Policy.

See Schedule of Covered Components for Details.

#### ADDITIONAL OPTIONS

<b>Optional Components</b>	<input type="checkbox"/> <b>AFTERTREATMENT ASSEMBLIES:</b> THE EXHAUST GAS RECIRCULATION (EGR) VALVES AND DIESEL PARTICULATE FILTER (DPF) COMPLETE LIST OF COVERED COMPONENTS IS LISTED UNDER SCHEDULE OF COVERED COMPONENTS.
	<input type="checkbox"/> <b>CRITICAL COMPONENTS PACKAGE:</b> TURBOCHARGERS, ENGINE FUEL INJECTORS, WATER PUMP, FUEL PUMP AND ECM
	<input type="checkbox"/> <b>VALUE PACK:</b> AFTERTREATMENT ASSEMBLIES AND CRITICAL COMPONENTS PACKAGE
	<input type="checkbox"/> <b>REFRIGERATION UNITS-THERMO KING AND CARRIER ONLY</b> - Self-powered, climate control unit, utilized for the refrigeration storage compartment of the truck. Medium Duty Trucks Only: The coverage term is limited to: <input type="checkbox"/> 12 Months/5,000 hours <input type="checkbox"/> 24 Months/10,000 hours
	<input type="checkbox"/> <b>AUXILIARY POWER UNIT (APU) MANUFACTURED BY THERMO KING AND CARRIER ONLY</b> - Must Match whichever Major Component Options chosen up to 48 Months

**TOWING BENEFIT**

**WRAP**


<b>DEALER INFORMATION:</b>		DEALER LICENCE NO.
DEALER NAME/BRANCH	PHONE	
STREET ADDRESS		
CITY	PROVINCE	POSTAL CODE

**ENTIRE POLICY:** This Policy, together with any endorsements, contains the entire insurance contract between You and the Insurer.  
**This Policy does not cover any claim that did not receive prior written authorization by the Administrator.**

For purposes of the *Insurance Companies Act (Canada)*, this document was issued in the course of Continental Casualty Company's insurance business in Canada.

In witness whereof, Continental Casualty Company, Canadian Branch, has caused this policy to be signed by its Chief Agent at Toronto, Ontario, and countersigned below by duly authorized executives at Chicago, Illinois.

CONTINENTAL CASUALTY COMPANY

  
**Chairman of the Board**  
Dino Robusto

  
**Secretary**  
Stathy Darcy

  
Nick Creatura

**SCHEDULE OF COVERED COMPONENTS:**

**ENGINE:** Internally lubricated hard parts limited to pistons, piston rings, piston oil cooling jets, wrist pins, connecting rods, connecting rod bearings, crankshaft, main bearings, thrust washers, camshaft and cam bearings, cam followers, rocker arms shafts, rocker arms, pushrods, hydraulic lifters, intake and exhaust valves, intake and exhaust valve guides, valve springs, constant velocity valve, oil pump housing, oil pump gears, oil pump pick up screen, oil pump pick up tube, oil pump pressure relief springs, oil pump pressure relief valves, valve retainers, valve keepers (locks), timing chain and gears, timing chain tensioners, timing gear cover, valve cover, oil pan, oil cooler and housing. The following "non-oil" related components are covered: intake manifold, exhaust manifold, flywheel housing, vibration dampener, and thermostat housing. Cylinder liners are considered an integral part of the block. They along with the block and cylinder heads are covered only if damaged by a covered component. Damage resulting from failures by related components, including but not limited to: seals and gaskets, fasteners/retainers, radiators, cooler lines, Jake brakes, thermostat, motor mounts, and electronic control devices are not covered. Fuel pump failure due to contamination is not covered.

**TRANSMISSION:** Internally lubricated hard parts of the manual or automatic transmission including shaft(s), gear sets, shift forks, synchronizers, blockers, oil pump, valve body, torque converter, governor, bands, drums, gear sets, bearings, bushings and thrust washers. The transmission case is covered only if damaged by a covered component. Required seals and gaskets to complete covered repairs are also covered. Damage resulting from the failures of related components, including but not limited to: seals and gaskets, electronic controls, fasteners/retainers, shift levers, linkage, radiators, mounts, external oil coolers and lines, manual transmission clutch-disc, clutch-disc of an electronically controlled, non-hydraulically operated (has no torque converter) transmission, automatic transmission clutch packs, sliding clutch(es), pressure plate, throwout bearing, pilot bearing, hydraulic clutch master and slave cylinder(s) are not covered.

**DIFFERENTIAL:** Internally lubricated hard parts including carrier case, gear sets, bearings, bushings, axle shafts, limited slip clutch pack, and power divider including: shafts, gears, bearings, and shift fork. Required seals and gaskets to complete covered repairs are also covered. The differential housing is covered only if damaged by a covered component. Damage resulting from the failures of related components, including but not limited to: seals and gaskets, fasteners/retainers, electronic controls, shift levers, linkage, radiators, mounts, external oil coolers and lines are not covered.

**TURBOCHARGER(S):** Turbochargers include: turbines, turbine shaft, bearings, internal variable vane assembly, and turbocharger housing. DD15 Axial Power Turbine is covered with no Progressive Damage. Does not include: wiring harnesses, wastegates; oil, fuel, or coolant lines; external fittings, clamps, bolts, or fasteners/retainers, charge air cooler and duct work, injector seals, cups or tubes, EGR valves and associated components, linkages, connectors, V Pod, actuators, seals & gaskets, vacuum controls or electrical components. Damage from contaminated fuel, incorrect or low lubricants, or coolant is not covered.

**ENGINE FUEL INJECTORS, WATER PUMP, FUEL PUMP & ECM:** Engine Fuel Injectors include: complete injector, fuel pump, fuel injector hard lines, fuel injection pump. Water Pump includes: water manifold, housing, impeller, bearings, and seals. Electronic Control Module (ECM): The ECM unit and the labour to remove and replace it is covered. Coverage does not include: upgrades, design changes, alteration, or modification whether by OEM or aftermarket, wiring harness or any related electrical system or component malfunction, contamination, or corrosion; wastegates; oil, fuel, or coolant lines; external fittings, clamps, bolts, or fasteners/retainers, charge air cooler and duct work, injector seals, cups or tubes, EGR valves and associated components, linkages, connectors, V Pod, actuators, seals & gaskets, vacuum controls or electrical components. Damage from contaminated fuel, incorrect or low lubricants, or coolant not covered. Fuel pump failure due to contamination is not covered.

**AFTERTREATMENT ASSEMBLIES: DIESEL PARTICULATE FILTER (DPF):** The DPF (filter only) and the labour to remove and replace it is covered.

**EXHAUST GAS RECIRCULATION (EGR) VALVE(S):** The EGR Valve(s) (valve component only), EGR Cooler(s), (component only) and the labour to remove them and replace them is covered. Cooler lines and other related componentry is not covered. DOC Doser Injector, SCR, DPF Doser Injector, DPF Dosing Module, DEF Dosing Injection Nozzle, DEF Tank, Diesel Oxidation Catalyst (DOC), Lambda Sensor (O2 Sensor), NOx Sensor, Aftertreatment Control Module (Aftertreatment ECM) (DEF Dosing Module) (Specified Components only) and the labour to remove & replace the component is covered. Seals/gaskets, fasteners/retainers are not covered.

**REFRIGERATION UNIT & APU ENGINE COMPONENTS:** Engine Components: Internally lubricated hard parts limited to: pistons, pistons rings, piston oil cooling jets, wrist pins, connecting rods, connecting rod bearings, crankshaft, main bearings, thrust washers, camshaft and cam bearings, cam followers, rocker arm shafts, rocker arms, push rods, hydraulic lifters, intake and exhaust valves and guides, valve springs, constant velocity valve, oil pump housing, oil pump gears, oil pump pick up screen, oil pump pick up tube, oil pump pressure relief springs and valves, valve retainers, valve keepers (locks), timing chain and gears, timing chain tensioners, timing gear cover, valve cover, oil pan, injectors and water pump. Any damage resulting from a seal leak or a blown head gasket is not covered. Refrigeration Unit coverage also covers the compressor, but is limited to reciprocal compressor internal components and scroll compressor internal components and required seals, fasteners/retainers & gaskets to complete covered repairs. Any damage resulting from a seal leak or a blown head gasket is not covered.

**GENERAL PROVISIONS**

**A. POLICY COVERAGE**

We will pay the Repairer for reasonable Costs to repair or replace the components of Your Vehicle, as listed in Schedule of Covered Components, less Your Deductible, in the event of a covered Breakdown. Our obligations are subject to the Declarations and all exclusions, conditions and other terms of this Policy. We reserve the right to inspect Your Vehicle to evaluate covered repairs both before and after repairs or replacements are made.

**B. COVERAGE TERM & TRANSFERABILITY**

This Policy provides coverage for Your Vehicle solely with respect to the selected options in Section II of the Declarations in each of the "Major Components Options" and "Additional Options" sections. The term of coverage under this Policy for each component is based upon the applicable time or mileage or hours (of operation) shown in the "Major Components Options" section. (The term for components selected in the "Additional Options" section will be the same as the selected term in the "Major Components Options" section, unless otherwise noted.) If the Wrap option is selected in Section II, the Policy coverage for each covered component, other than Refrigeration Unit or APU, begins at the expiration of the OEM warranty on the component (or the Policy Date if there is no OEM warranty on the component) and expires on the earlier of the time or mileage or hour limit being reached. Otherwise, the coverage term under this Policy for each component begins on the Policy Date shown on Section I and expires on the earlier of the time or mileage or hour limit being reached. This Policy will terminate if You sell Your Vehicle prior to the end of the Policy Period, and cannot be transferred or assigned to the next Vehicle owner, lienholder or any other person without Our Prior written consent. If We deny such consent, We will refund the excess of premium actually paid by You over the prorated premium for the expired Policy Period. If We allow a transfer, there will be a transfer fee of \$100.00 required and We will also require proof of purchase and a vehicle inspection.

**C. LIMITS OF LIABILITY**

**TRUCK CLASS 3-7 VEHICLES** - Per covered Vehicle: Our limit of liability shall in no event exceed \$15,000 per Engine (Aggregate), \$6,000 per Transmission (Aggregate), \$6,000 per Differential(s) (Aggregate), \$7,500 Turbocharger(s) (Aggregate), \$5,000 per combined Engine Fuel Injectors, Water Pump, Fuel Pump & ECM (Aggregate), no Progressive Damage applies to Water Pump, Fuel Pump & ECM, a Water Pump failure is limited to removal and replacement of the water pump unit only; The ECM unit and the labour to remove and replace it is covered. A DPF Filter, Exhaust Gas Recirculation (EGR) Valve(s), EGR Cooler, DOC Doser Injector, SCR, DPF Doser Injector, DPF Dosing Module, DEF Dosing Injection Nozzle, DEF Tank, Diesel Oxidation Catalyst (DOC), Lambda Sensor (O2 Sensor), NOx Sensor, Aftertreatment Control Module (Aftertreatment ECM) (DEF Dosing Module) is limited to the specified components listed and the labour to remove and replace, with one covered occurrence per component per Policy Period, and shall not exceed \$7,000 (Aggregate). The Refrigeration Unit limit of liability shall in no event exceed \$4,000 (Aggregate) with one covered occurrence per Policy Period. The Auxiliary Power Unit limit of liability shall in no event exceed \$4,000 (Aggregate) with one covered occurrence per Policy Period. The Total Aggregate limit of liability for all covered claims, including those paid under the Towing Benefit, shall not exceed the lesser of \$20,000 or the Actual Cash Value (ACV) of Your Vehicle at time of latest covered Breakdown.\*

**TRUCK CLASS 8 VEHICLES** - Per covered Vehicle: Our limit of liability shall in no event exceed \$20,000 per Engine (Aggregate), \$7,500 per Transmission (Aggregate), \$7,500 per Differential(s) (Aggregate), \$7,500 Turbocharger(s) (Aggregate), \$5,000 per combined Engine Fuel Injectors, Water Pump, Fuel Pump & ECM (Aggregate), no Progressive Damage applies to Water Pump, Fuel Pump & ECM, a Water Pump failure is limited to removal and replacement of the water pump unit only; The ECM unit and the labour to remove and replace it is covered. A DPF Filter, Exhaust Gas Recirculation (EGR) Valve(s), EGR Cooler, DOC Doser Injector, SCR, DPF Doser Injector, DPF Dosing Module, DEF Dosing Injection Nozzle, DEF Tank, Diesel Oxidation Catalyst (DOC), Lambda Sensor (O2 Sensor), NOx Sensor, Aftertreatment Control Module (Aftertreatment ECM) (DEF Dosing Module) failure is limited to the specified components listed and the labour to remove and replace, with one covered occurrence per Policy Period; and shall not exceed \$7,000 (Aggregate). The Refrigeration Unit limit of liability shall in no event exceed \$4,000 (Aggregate) with one covered occurrence per Policy Period. The Auxiliary Power Unit limit of liability shall in no event exceed \$4,000 (Aggregate) with one covered occurrence per Policy Period. The Total Aggregate limit of liability for all covered claims, including those paid under the Towing Benefit, shall not exceed the lesser of \$30,000 or the Actual Cash Value (ACV) of Your Vehicle at time of latest covered Breakdown.\*

\*The Actual Cash Value (ACV) will be determined via use of the NADA/ATD Used Truck Guide. Final decisions regarding the initial cause of failure are determined by Us. Replacement parts will be the same quality as the covered parts and may include new, remanufactured or used parts at Administrator's discretion. Once a part(s) is replaced, the failed part(s) then becomes Our property as an exchange for the replacement part(s), including, if appropriate, the component core.

#### D. MAINTENANCE REQUIREMENTS

Unless required maintenance is performed according to these requirements, We have the right to deny coverage. Documented and verifiable proof that maintenance requirements were performed will be required prior to any written authorization for repairs. Maintenance requirements begin on the Policy Date and continue throughout the Policy Period. **Your Vehicle Identification Number (VIN), the mileage, time of service and date of service must appear on receipts for maintenance services.** You must have services completed by a licensed and qualified service or repair facility. You must keep receipts and work orders that verify that the required maintenance is performed as follows:

- Class 3 through Class 7 vehicles require the engine oil and filter to be replaced by a **licensed and qualified service facility; OEM maintenance specs must be followed.** Transmission and Differential fluids must be replaced at least every twelve (12) months or 100,000 Miles (160,934 km) (whichever occurs first) from the Policy Date in order to keep these coverages in effect.
- Class 8 vehicles require the engine oil and filters to be replaced, by a **licensed and qualified service facility; OEM maintenance specs must be followed.** Transmission and Differential fluids must be replaced at least every twelve (12) months or 100,000 Miles (160,934 km) (whichever occurs first) from the Policy Date in order to keep these coverages in effect.
- Diesel Particulate Filters (DPF'S), Exhaust Gas Recirculation (EGR) Valves, Aftertreatment Assemblies, Refrigeration Units and Auxiliary Power Units (APUs) must be maintained to OEM specifications in order to validate any claim for these components.

**YOU MUST KEEP RECEIPTS AND WORK ORDERS THAT VERIFY THE SERVICES PERFORMED. HAND WRITTEN LOGS OR RECEIPTS THAT CANNOT BE VERIFIED BY THE SERVICE FACILITY ARE NOT ACCEPTABLE.**

If Your Vehicle is to be fleet maintained (serviced by You), the Administrator must be notified and must approve the service facility prior to submission of this Policy.

#### E. IF YOU HAVE OTHER COVERAGE

If the Manufacturer or Repairer agrees to cover all or part of the Costs of a Breakdown, We are responsible only for any additional Costs. If You have a right to recover against another party for anything We have paid under this Policy, Your rights shall become Our rights. We shall recover only the excess after You are fully compensated for Your loss by the other party.

#### F. THE STANDARD DEDUCTIBLE PER COVERED CLAIM IS \$100.00.

#### G. YOUR ASSISTANCE AND COOPERATION

If We request, You agree to assist Us to enforce Your rights against any manufacturer or Repairer who may be responsible to You for the Costs of repairs covered by this Policy.

#### H. HOW THIS POLICY IS CANCELLED OR VOIDED - INCLUDING REFUNDS AND CHARGES

We may cancel this Policy only for non-payment of premium or other amounts when due, misrepresentation in obtaining this Policy or for submission of a fraudulent claim, by providing You with 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered to You. The 15 days' notice starts to run on the day the registered letter or notification of it is delivered to Your postal address. You may cancel for any reason at any time on request.

If We cancel this Policy, We will refund the excess of premium actually paid by You over the prorated premium for the expired Policy Period. The refund will accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund will be made as soon as practicable.

If You cancel this Policy, We will refund as soon as practicable the excess of premium actually paid by You over the short rate premium for the expired Policy Period.

All pro rate and short rate refunds for cancellations of this Policy will be made based upon elapsed time or mileage, whichever is greater.

The lienholder of the Vehicle ("Lienholder") shown in the Declarations may request cancellation this Policy for non-payment or as a result of documented and verifiable repossession or total loss of the Vehicle within sixty (60) days of the event that caused written request for cancellation, provided it is authorized to do so in the finance agreement. In case of cancellation by the Lienholder, the Lienholder will be named on the refund cheque. An odometer statement showing the Miles at the date of request will be required. If We are to supply a refund cheque to the Lienholder as described herein, the refund cheque shall be in an amount equal to the pro rata portion of the Policy Premium We received reflecting the remaining Policy Period less a \$150.00 administration fee. **A refund is not available if any claim is pending or has been paid.**

We may void this Policy for failure to strictly conform to all terms and conditions as outlined herein. Failure to act as and when required will render this Policy null and void as of the date any requirement was due and not performed. Once voided all rights and privileges afforded by this Policy are forfeited including the validation of any claim and the right to any refund.

#### I. TOWING

If Towing Benefit is selected in Section II of the Declarations, We will reimbursement You for towing expense as calculated to the nearest Original Equipment Manufacturer (OEM) dealer or ASE certified repair facility, whichever is closest to the Breakdown site. Prevailing hookup and/or towing rates will apply. This is **not** a Roadside Assistance Plan: it is strictly for valid, warrantable and approved Policy claims only. It will not apply in "goodwill" situations. Reimbursement is subject to a \$350.00 limit of liability per covered occurrence and a limit of three (3) occurrences per Policy Period. No deductible will apply to towing claims under this Policy.

#### J. ALTERNATIVE FUEL AND OIL CHANGE EXTENSION SYSTEMS ACCEPTANCE

We recognize and approve of certain OEM and non-OEM add-on components and systems designed to reduce fuel consumption or are powered by fuels other than diesel fuel or gasoline and/or extend oil change intervals. Usage of these products does not void this Policy as long as You have received Our prior approval. These alternative components and systems are not covered by this Policy. An initial failure and resulting Progressive Damage of any kind traced to these add-on components must be addressed by alternative component manufacturer's Warranty. Damage to these alternative components as a result of a covered component failure will not be covered.

#### K. CURRENCY

Any and all references in this Policy referring to money are expressed in Canadian Dollars.

#### L. YOUR DUTIES UNDER THIS POLICY IN THE EVENT OF A CLAIM

- a. If You experience a Breakdown, immediately call [1-888-883-2632 – 24 hours a day]. A claim must be reported to the Administrator within ten (10) days of component failure. **You must obtain written authorization from the Administrator prior to beginning any covered repairs.**
- b. You must use all means to protect Your Vehicle from further damage.
- c. **You must notify the Repairer that Your Vehicle carries a Premium 2000+ Vehicle Warranty Insurance Policy at time of arrival to Repairer and ask them to contact the Administrator at [1-888-883-2632].**
- d. You must furnish the Administrator with all information and documentation requested, including proof of Your Vehicle's regular maintenance as required in Section D, within fifteen (15) working days or Your claim may be denied.
- e. Upon report of claim by You, You and/or Repairer must contact/follow-up with the Administrator **within five (5) business days following such report and prior to beginning any repair work.** Unless Your claim has been previously approved by the Administrator, if neither You nor the Repairer contacts the Administrator within this time period, Your claim may be denied.
- f. You must allow the Administrator to examine Your Vehicle upon request.
- g. You must authorize the Repairer to perform necessary diagnostic work. You will be required to pay the costs of diagnostics if the Mechanical Breakdown is not covered by this Policy. On approved claims, a fair and reasonable diagnostic charge, as determined by Administrator, will be covered by this Policy, unless otherwise stated.
- h. Claims are to be paid directly to the Repairer only, after authorized repairs are completed.
- i. Our Administrator's customer service hours are **8:30 am to 5:00 pm (Eastern Time) Monday through Friday** and they can be reached for claims assistance 24/7 at [1-888-883-2632].

## M. SANCTIONS

This Policy shall not apply to any trade or activity which is subject to any applicable economic, political or trade sanction, prohibition or restriction. No Insurer nor reinsurer shall be deemed to provide cover, be liable to pay any damage or provide any benefit hereunder to the extent that the provision of such cover, payment of such damage or provision of such benefit would expose the Insurer or reinsurer or any member of the Insurers' group to any applicable economic, political or trade sanction, prohibition or restriction. The Insurer or reinsurer is obligated to comply with all applicable United Nations, European Union, US (including those imposed by the Office of Foreign Asset Control) and Canadian financial restrictions, measures and sanctions, which shall all form part of this clause.

**This Policy applies only to Breakdowns occurring within Canada or the United States of America, and its possessions and territories.**

## WHAT THIS POLICY DOES NOT COVER:

This Policy does not provide coverage for:

- a. Your Vehicle if it has ever had a salvage title.
- b. Costs covered by any Warranty, regardless of whether or not a payment is made by the warrantor.
- c. Costs or damage covered by any policy of insurance covering Your Vehicle.
- d. Costs incurred to improve operating performance if the component(s) is within Manufacturer's tolerance or specification. This includes, but is not limited to: (1) Manufacturer's upgrades or design changes, (2) valve and ring repairs designed to improve engine compression, reduce oil consumption, or to remove sludge or carbon deposits, (3) improvements for diminished performance.
- e. Any failure regardless of cause, if any maintenance requirement was not performed as outlined in Section D.
- f. The following list of components are covered only if damaged by the failure of a covered component: head gaskets, other seals and gaskets, block, liners, housing(s) or cylinder head(s), oil leaks, harmonic balancer, engine tune-up, spark plugs, glow plugs, filters, lubricants, injector sleeves/cups, fluids, coolers, coolant, refrigerant, flywheel/flexplate, fasteners/retainers (example - nuts, bolts, clips, screws, snap rings), Engine (Jake) brakes.
- g. Any repair or replacement of a covered component if a Breakdown has not occurred. Wear and tear, excessive oil consumption, loss of compression and the gradual reduction in operating performance is not covered unless and until Manufacturer's tolerances are exceeded.
- h. A Breakdown caused by or contributed to by operating the Vehicle without proper levels or specification (type) fluids, lubricants, coolants or using improper or contaminated fluids.
- i. A Breakdown caused by the failure of a non-covered part, or caused by corrosion, rust, dirt or dust. Any loss or Breakdown resulting from racing or other competitive driving, operator error, collision, fire, theft, vandalism, riot, war, lightning, earthquake, windstorm, hail, water, freezing, flood, salt, environmental damage or Acts of God.
- j. Incidental or consequential loss or damage, loss of time, use, inconvenience, profits, wages, towing expense (except as explicitly provided herein), lodging, meals and storage resulting from a Breakdown.
- k. Any liability or property damage, injury or death of any person, punitive or exemplary damages and/or legal expenses or court fees, arising out of the operation or use of Your Vehicle.
- l. Your Vehicle if the odometer or ECM has been stopped, altered or misrepresents Your Vehicle's actual mileage. Factory ECM's/ECU's (Electronic Control Modules/Units) parameters, codes, warning systems and alarms cannot be altered and must be in working order at all times while this Policy is in effect.
- m. A Breakdown or failure to a covered component that occurs prior to the coverage term for that component, including those arising out of an improper repair performed prior to the date You purchased the Vehicle. These conditions may not have been known to the parties at time You purchased the Vehicle. A Breakdown caused by or involving modifications or alterations made to Your Vehicle that were not performed by the Manufacturer or the Dealer shown in the Declarations. Examples include but are not limited to: emission control, exhaust system and engine modifications.
- n. A Breakdown caused by abuse, misuse, negligence, spin-out, shock load, over-rev, towing, overloading or hauling that exceeds the Manufacturer's recommendations for Your Vehicle.
- o. Your Vehicle if used for rental, limousine service, law enforcement, emergency service, security service or snow plowing (without written authorization from the Administrator).
- p. A Breakdown or the increased damage caused by the continued operation of an impaired Vehicle. If initial damage can be determined to be a covered component(s), an estimate of such damage will be determined by the Administrator and any coverage, if provided, will be limited to those repairs.
- q. OEM design issues or changes, Technical Service Bulletins, OEM recalls or OEM upgrades.
- r. Refrigeration Units that are incompatible or improperly designed for the covered Vehicle.
- s. A non-Canada or non-US specification vehicle.
- t. **Any claim that was not authorized in advance by Administrator.**
- u. Shop materials, hazardous waste disposal charges, freight charges, miscellaneous charges, or Environment and Climate Change Canada charges.

**WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY EXCLUDED.**

## KEY TERMS

Capitalized terms in this Policy shall have the following meanings, unless the context requires otherwise:

**"ADMINISTRATOR"** means Canadian Truck Protection, ULC, d/b/a Premium 2000+ located at 1020 rue Bouvier Suite 400, Québec, QC G2K 0K9; telephone number 1-888-883-2632], which is administering this Policy on Our behalf.

**"AGGREGATE"** means the total of all occurrences for a particular, major component or group of components. "Total Aggregate" is the total of all occurrences for all covered, major, listed components, plus claims paid under the Towing Benefit.

**"POLICY"** means this Premium 2000+ Vehicle Warranty Insurance Policy that You have purchased to protect Your Vehicle, including any endorsements to the Policy.

**"POLICY DATE"** means the date shown in Section I of the Declarations.

**"POLICY PERIOD"** is the period from the Policy Date until the latest end date of coverage for any component or until the Policy otherwise expires or terminates, whichever is earlier, according to Section B of the General Provisions.

**"AUXILIARY POWER UNIT (APU)"** means the self-contained Auxiliary Power Unit - Engine only (manufactured by Thermo King and Carrier only).

**"BREAKDOWN" OR "MECHANICAL BREAKDOWN"** means the failure of any original or like replacement part covered by this Policy to work as it was originally designed to work in normal service, providing that it has received customary maintenance as recommended by the Manufacturer in the owner's manual. It does not mean the gradual reduction in operating performance due to normal wear and use when the component is within Manufacturer's tolerance or specifications. A component will be deemed failed when wear exceeds Manufacturer's tolerances.

**"COSTS"** means the usual and fair charges for parts and labour necessary to repair or replace the covered components. These charges shall not exceed the Manufacturer's suggested retail (list) price for parts and labour allowances derived from nationally recognized labour time at a maximum of \$165.00 per hour (subject to regional adjustment).

**"DEDUCTIBLE"** means the amount that You must pay for covered repairs per covered claim as described in Section F of the General Provisions.

**"MILES"** means the actual miles Your Vehicle has traveled as recorded by an unaltered odometer or Electronic Control Module (ECM).

**"OEM (Original Equipment Manufacturer)" or "Manufacturer"** means the company who manufactured a component or the Vehicle and whose label, model number and serial number are on the piece of equipment or Vehicle.

**"REPAIRER"** means a franchised dealer or repair facility with Automotive Service Excellence (ASE) or manufacturer recognized certification that provides a written parts and labour guarantee for repairs to covered components of not less than 180 days or 6,000 Miles (9,656 kilometers). Any repairs must receive written authorization in advance from the Administrator, prior to beginning repairs.

**"PROGRESSIVE DAMAGE"** refers to all damage that results after, and is related to, the initial failure of a covered component. The initial failure must be to a component on the Schedule of Covered Components listed above for coverage to be considered.

**"REFRIGERATION UNIT"** means the self-powered, climate control unit, utilized for the refrigeration storage compartment of the truck (manufactured by Thermo King and Carrier only).

**"VEHICLE"** means the covered vehicle described in Section I of the Declarations.

**"WE", "US", "OUR", or "INSURER"** means the underwriter of this coverage, Continental Casualty Company, 66 Wellington Street West, Suite 3700, Toronto, Ontario M5K 1J5, Canada, +1 (800) 831-4262.

**"YOU" and "YOUR" or "INSURED"** means the Insured shown in Section I of the Declarations.

**"WARRANTY"** means any warranty covering Your Vehicle, including those from the Manufacturer, Dealer or Repairer.

**YOU ARE REQUIRED TO OBTAIN WRITTEN AUTHORIZATION FROM US PRIOR TO BEGINNING ANY REPAIRS COVERED BY THIS POLICY.**

## STATUTORY CONDITIONS

The following requirements are added to and become part of this Policy and supersede any other provisions to the contrary:

1. **Misrepresentation.** If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer 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.
2. **Property of Others.** The insurer is not liable for loss or damage to property owned by a person other than the insured unless
  - (a) otherwise specifically stated in the contract, or
  - (b) the interest of the insured in that property is stated in the contract.
3. **Change of Interest.** The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law or by death.
4. **Material Change of Risk.**
  - (a) The insured must promptly give notice in writing to the insurer or its agent of a change that is
    - i. material to the risk, and
    - ii. within the control and knowledge of the insured.
  - (b) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
  - (c) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
    - i. terminate the contract in accordance with Statutory Condition 5, or
    - ii. notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
  - (d) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium."
5. **Termination of Insurance.**
  - (a) The contract may be terminated
    - i. by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
    - ii. by the insured at any time on request.
  - (b) If the contract is terminated by the insurer,
    - i. the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
    - ii. the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
  - (c) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
  - (d) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.
6. **Requirements after a Loss.**
  - (a) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
    - i. immediately give notice in writing to the insurer,
    - ii. deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
      1. giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
      2. stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
      3. stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
      4. stating the amount of other insurances and the names of other insurers,
      5. stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
      6. stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
      7. stating the place where the insured property was at the time of loss,
    - iii. if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
    - iv. if required by the insurer and if practicable,
      1. produce books of account and inventory lists,
      2. furnish invoices and other vouchers verified by statutory declaration, and
      3. furnish a copy of the written portion of any other relevant contract.
  - (b) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.
7. **Fraud.** Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.
8. **Notice of Loss.** Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made
  - (a) by the agent of the insured, if
    - i. the insured is absent or unable to give the notice or make the proof, and
    - ii. the absence or inability is satisfactorily accounted for, or
  - (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.
9. **Salvage**
  - (a) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
  - (b) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.
10. **Entry, Control, Abandonment.** After loss or damage to insured property, the insurer has
  - (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
  - (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
    - i. without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
    - ii. without the insurer's consent, there can be no abandonment to it of the insured property.
11. **In Case of Disagreement**
  - (a) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
  - (b) There is no right to a dispute resolution process under this condition until
    - i. a specific demand is made for it in writing, and
    - ii. the proof of loss has been delivered to the insurer.
  - (c) If the claim cannot be settled, the insured has the right to commence legal action against the insurer in a court in the insured's province. The insurer will advise the insured to consult with their legal counsel regarding any time limitations that may affect their right to bring legal action against the insurer.
12. **When Loss Payable.** Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.
13. **Repair or Replacement**
  - (a) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
  - (b) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.
14. **Notice.**
  - (a) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
  - (b) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.