

# VEHICLE SERVICE CONTRACT TERMS AND CONDITIONS

## 1. GENERAL

These Terms and Conditions, together with the completed Registration Page and the Service Plan Schedule, constitute the entire agreement between You and Us relating to the subject matter of this Contract. The section and paragraph headings used in this Contract are used for convenience only, and do not in any way affect the construction or interpretation of this Contract.

As at the effective date of this Contract, We have appointed an administrator to perform the administration for the Contract. **For claims and other administration assistance, You should contact the Administrator.** If We change the Administrator at any time, We will notify You of both the name and contact particulars of the new Administrator. **You will find the name and contact particulars of the current Administrator at the bottom of the Registration Page.**

## 2. DEFINITIONS

The following definitions apply to this Contract:

**Administrator** – Means the entity that is then appointed by Us to handle claims under, and otherwise administer, this Contract.

**Administrator's Address** – Means the latest address of the Administrator, being either the Administrator's address set out at the bottom of the Registration page or such other address of which We have given written notice to You as being the latest address of the Administrator.

**Breakdown** – Means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. A gradual reduction in a part's operating performance will not be considered a Breakdown including, without limitation, vibrations, noises including squeaks, rattles, whines or groans.

**Certified Vehicle** – Means a pre-owned vehicle that We have warrantied an additional service term and/or services in addition to the Manufacturer's Warranty.

**Certified Vehicle Warranty Expiry** – Means the expiry date or mileage, whichever is the first to occur, set forth in a Certified Vehicle plan pursuant to which a pre-owned vehicle has been additionally warrantied by Us.

**Contract** – Means this Vehicle Service Contract entered into between You and Audi Canada Inc. which provides the Services for Your Vehicle.

**Contract End Date** – Means the earlier of the Contract Expiration Date and Contract Expiration Mileage, each as shown on the Registration Page.

**Contract Purchase Date** – Means the date that You purchased this Contract, as shown on the Registration Page.

**Customer Contribution Amount** – Means the amount You are required to pay, as shown on the Registration Page, per repair visit. Once a part is repaired or replaced under the terms of this Contract, there will be no Customer Contribution Amount for future repairs to that specific part. Should a covered Breakdown take more than one visit to repair, only one Customer Contribution Amount will apply for that Breakdown.

**In-Warranty** – Means Your Vehicle has at least one (1) day at one (1) kilometre of the manufacturer's new vehicle limited warranty remaining on the Contract Purchase Date.

**Lienholder** – Means the entity that has advanced the money for the purchase of this Contract.

**Manufacturer's Warranty** – Means Our original manufacturer's warranty covering Your Vehicle for certain repairs and a certain period of time.

**Original-In-Service Date** – Means the date that Your Vehicle was retail delivered by a Selling Dealer, as shown on the Registration Page.

**Registration Page** – Means the numbered document which is the cover page and must be attached to and forms part of this Contract. It lists information regarding You, Your Vehicle, the Service Plan selected, and other relevant information.

**Service Plan Schedule** – Means the document that must be attached to and forms part of this Contract. If not attached, immediately call the Administrator at its number shown on the Registration Page.

**Services** – Means, subject to this Contract, the services described under the Service Plan that You have selected for Your Vehicle, such plan being identified on the Registration Page, and any other services to which You are entitled under this Contract.

**We, Us, Our** – Means Audi Canada Inc., who is obligated to perform under this Contract.

**You, Your** – Means the Customer shown on the Registration Page (the purchaser or lessee of the described vehicle) or the person to whom this Contract was transferred under the transfer provisions of this Contract.

**Your Vehicle** – Means the vehicle which is described on the attached Registration Page.

## 3. TERM

This Contract takes effect on the Contract Purchase Date and expires on the Contract End Date.

## 4. UNDERSTANDING THE TERM OF YOUR CONTRACT

- a. General: We have provided the following information to help You understand how the term of Your Contract is calculated.
- b. New Vehicles: If You purchased a new vehicle plan, the Contract End Date will be calculated by measuring the time and distance, as listed on the Registration Page, from the Original-In-Service Date and zero (0) kilometres.
- c. Certified Vehicles Under Manufacturer's Warranty: If You purchased a Certified Vehicle plan while the Manufacturer's Warranty was still in effect, the Contract End Date will be calculated by measuring the time and distance, as listed on the Registration Page, from the Original-In-Service-Date and zero (0) kilometres.

- d. **Certified Vehicles Not Under Manufacturer's Warranty:** If You purchased a Certified Vehicle plan after the Manufacturer's Warranty had expired the Contract End Date will be calculated by measuring the time and distance, as listed on the Registration Page, from the Certified Vehicle Warranty Expiry.
- e. **Used Vehicles:** If You purchased a used vehicle plan, the Contract End Date will be calculated by measuring the time and distance, as listed on the Registration Page, from the Contract Purchase Date and current odometer reading at the Contract Purchase Date.
- f. **Leased Vehicles:** If You purchased a leased vehicle plan, the Contract End Date will be calculated by measuring the time, as listed on the Registration Page, from the Original-In-Service Date.

## 5. SERVICES

Subject to the provisions of this Contract including, without limitation, the exclusions and applicable limits of liability set out herein, We will arrange to repair or replace, at Our sole discretion, a part listed in the component group for the Service Plan selected by You as shown on the Registration Page, in the event that there is a Breakdown of such part during the term of this Contract. At Our sole discretion, replacement parts used in repairs will be genuine Audi new or remanufactured parts, or Audi-approved parts.

For any Service Plan type that You have purchased, You will be eligible for additional services described in the Service Plan Schedule commencing on the Contract Purchase Date and expiring on the Contract End Date (see under the heading "ADDITIONAL SERVICES" in the Service Plan Schedule).

## 6. LIMITS OF LIABILITY; DISCLAIMER

- a. **Our total liability for the reimbursement of the repair facility or You for receipted expenses paid or payable for any one (1) repair visit shall in no event exceed the lesser of the (i) actual wholesale cash value (excluding tax, title, license fees, or any other accessories, products or service fees) of Your Vehicle, as determined by the current edition of Canadian Black Book™ or its similar equivalent at the discretion of the Administrator at the time of such repair visit, and (ii) any maximum amount that We are expressly liable to reimburse the repair facility or You per repair visit, as set out in the then Service Plan Schedule for the Service Plan purchased by You.**
- b. **To the maximum extent permitted by applicable law, Our total aggregate liability under or in connection with this Contract shall in no event exceed the vehicle purchase price (excluding tax, vehicle registration, license fees or any ancillary products, modifications, or custom add-ons) as shown on the Registration Page.**
- c. **To the maximum extent permitted by applicable law, this Contract covers only repair or, at Our option, replacement of applicable covered parts and the Services stated under the heading "ADDITIONAL SERVICES" in the Service Plan Schedule, and are the only remedies available to You; We assume no other obligation or liability with regard to Your vehicle or otherwise. We neither assume, nor authorize anyone to assume for Us, any additional liability. Except to the extent prohibited by applicable law, in no event shall We be liable for any injury to or death of a person or persons or for any loss of or damage to any property other than the applicable covered parts of Your Vehicle.**
- d. **Where the *Consumer Protection Act* of Québec applies, this paragraph is not applicable. Except as expressly provided in this Contract, and to the maximum extent permitted by applicable law, We expressly disclaim and shall not be bound by any and all representations, conditions, statements and warranties, whether express or implied, statutory or otherwise, including, without limitation, any and all implied warranties and conditions of merchantable quality, fitness for any particular purpose, or durability for a reasonable period of time.**
- e. **To the maximum extent permitted by applicable law, and except as may be expressly provided under the heading "ADDITIONAL SERVICES" in the Service Plan Schedule, in no event shall We be liable for any special, indirect, or consequential damages including, without limitation, any liability for inconvenience, loss of use, time or profit or loss of or damage to any property (other than the applicable covered parts of Your Vehicle) or for third party claims against You, whether or not the possibility of such loss or damages was disclosed to or reasonably could have been foreseen by us.**
- f. **The foregoing limitations apply regardless of the basis of the claim or the form of action including, without limitation, negligence or other tort, or breach of contract.**
- g. **Additional limits on Our liability under this Contract are set out in the Service Plan Schedule.**
- h. **We shall not be liable for delays in performance or failure to perform, in whole or in part, under this Contract due to labour dispute (including, without limitation, strike or lockout), parts or other shortages, civil commotion, civil unrest, riot, protest, acts of war, terrorism, accident, man-made or natural disaster, or any other cause beyond Our reasonable control.**

## 7. AMOUNT PAYABLE BY CUSTOMER

In the event of a Breakdown covered by this Contract, You may be required to pay a Customer Contribution Amount(s). To determine if a Customer Contribution Amount(s) applies, and if so, the amount, please refer to the Customer Contribution Amount entry in the Service Plan Information

section shown on the Registration Page. A Customer Contribution Amount payment is only required for mechanical breakdown plans that are listed in the Service Plan Schedule, and does not apply to other Services including Roadside Assistance, Rental or Trip Interruption.

## 8. TERRITORY

This Contract applies to Breakdowns that occur, and repairs made or other Services performed, within Canada and the contiguous United States of America and Alaska.

## 9. EXCLUSIONS

**This Contract shall have no application to, and We shall not be responsible or liable for, any of the following, all of which are excluded from the scope of this Contract:**

- a. Repairs to Your Vehicle when the Breakdown or condition existed prior to the Contract Purchase Date.
- b. Any part not specifically listed in the Service Plan Schedule, including but not limited to, any of the following parts: non-factory audio equipment, shock absorbers and MacPherson struts and mounting plates, standard transmission clutch assembly, friction clutch disc and pressure plate, throw out bearing, door and trunk handles, software updates unrelated to the multimedia system (unless a "malfunction indicator" light is on, or Your Vehicle does not operate properly), safety restraint systems except air bag components due to mechanical failure, glass, lenses, sealed beams, light bulbs, LEDs, fuses, cellular phones, keyless entry transmitters, tire pressure sensors, brake rotors and drums, exhaust and emission systems, batteries, weather strips, trim items, moldings, bright metal, chrome, upholstery and carpet, paint, outside ornamentation, bumpers, body sheet metal and panels, frame and structural body parts.
- c. Maintenance services and the parts therefor described in Your Vehicle's Owner's Manual as supplied by Us and other normal maintenance services and the parts therefor which include, but are not limited to: alignments, wheel balancing, tune-ups, Environmental Levy and Disposal Fees, spark plugs, spark plug wires, hoses (except steering and air conditioning), belts (except timing belt, unless Our recommended maintenance has been neglected), brake pads, brake linings/shoes, and wiper blades. Filters, lubricants, coolants, fluids and refrigerants will be considered within the scope of this Contract only if replacement is required in connection with a covered Breakdown.
- d. Any Breakdown caused by or resulting from collision, vehicle accident, driver error, fire, theft, vandalism, malicious mischief, civil commotion, civil unrest, riot, protest, war, terrorism, explosion, lightning, earthquake, volcanic eruption, sink hole, freezing or subfreezing temperature, tornado, windstorm, falling objects, hail, water or floods, salt, rust, corrosion or oxidation, environmental damage, contamination of fluids, coolants or lubricants; whether or not included in any of the foregoing, any Breakdown caused by or resulting from natural or man-made disaster including, but not limited to, mudslide.
- e. Any Breakdown caused by or resulting from misuse, abuse, improper towing, negligence, lack of normal maintenance required by Our maintenance schedule for Your Vehicle, or improper servicing by You or any other repairer; any Breakdown caused by or resulting from the failure to maintain proper levels of lubricants and/or coolants, or failure to protect Your Vehicle from further damage when a Breakdown has occurred.
- f. Any Breakdown if Your Vehicle has been used for racing or other forms of competitive driving, plowing snow, or for towing a trailer or another vehicle or object, unless Your Vehicle is equipped with a factory installed or factory authorized tow package, and You do not exceed the maximum approved towing capacity as recommended by Us for Your Vehicle.
- g. Any repair or replacement of any covered part if a Breakdown has not occurred, or if the wear on that part has not exceeded the field tolerances as outlined in Our service specifications; the repair or replacement of cylinder head valves or piston rings for the purpose of raising the engine's compression when a Breakdown or failure has not occurred; the replacement of aged or weeping seals and gaskets, as this is considered to be normal wear and tear, and is not covered; damage caused to Your Vehicle as a result of overheating due to the failure of a non-covered component. Additionally, if the overheating is caused by the Breakdown or failure of a covered component, this Contract does not cover damage You could have prevented.
- h. If any alterations have been made to Your Vehicle or You are using or have used Your Vehicle in a manner not recommended by Us, including, but not limited to, the failure of any custom or add-on part, all frame or suspension modifications, oversized or undersized tires, emissions and/or exhaust systems modifications, or engine modifications.
- i. If Your odometer has ceased to operate and odometer repairs have not been made immediately, or the odometer has been altered in any way since You have had title or possession of Your Vehicle. In the event of an odometer failure, You must notify Us immediately and have the necessary repairs to the odometer completed within seven (7) days of such failure. Documentation of the repair date and odometer reading, before and after the repair must be sent to and accepted by Us.
- j. When the responsibility for the repair is covered under the Manufacturer's Warranty or any insurance policy or any other parts warranty, such as extended drivetrain, major component or full coverage warranties (regardless of Our remaining Manufacturer's Warranty when You purchased this Contract), or a repairer's guarantee/warranty. Further, liability under this Contract is similarly excluded in the event of a Breakdown if We have announced Our responsibility through any means, including public recalls and factory service bulletins.
- k. If Your Vehicle is used for any of the following commercial purposes: rental, police or emergency use, road repair operations, hauling, driving school, route work, vehicles used primarily off road, taxi or public hire, job site activity, courier or delivery, snow removal, construction, limousine or shuttle.
- l. Any Breakdown that is not reported within seven (7) days of its occurrence, or if the information provided by You, or the repair facility, cannot be verified as accurate.

- m. Any Breakdown when the Vehicle Purchase Date differs from the Contract Purchase Date. This exclusion is waived when (i) Your Vehicle has passed an official vehicle inspection conducted by Your Selling Dealer and submitted to the Administrator at the time of Contract purchase, or (ii) if You selected and qualified for a New Vehicle plan or Certified Vehicle plan.
- n. If Your Vehicle is a Certified Vehicle, then any Breakdown that occurs during Our Certified Vehicle warranty period.
- o. If, at the time at which Your Vehicle incurs a Breakdown, Your Vehicle is not insured by an insurance company duly licensed to conduct auto insurance business in Canada, or if You are not a Canadian resident, or if Your Vehicle is being used more than one hundred eighty (180) days a year outside of Canada.
- p. If Your Vehicle has been or is declared a "write off", "total loss", "salvage", "scrapped", "junked" or sold as salvage for parts by its owner or insurer.
- q. Multi-media Software Package: (i) any software update that was available prior to the Contract Purchase Date, or (ii) any hardware, system or other updates or upgrades that may be required as part of the software update, or (iii) any software not used exclusively in either the entertainment or navigational systems in Your Vehicle, or (iv) any software in an entertainment or navigational system in Your Vehicle that was not installed by Us or that was installed by Us but subsequently modified or otherwise altered by a person other than Us.

## 10. TRANSFER OF YOUR CONTRACT

- a. You may transfer Your Contract to someone to whom You sell or otherwise transfer Your Vehicle while this Contract is still in force. Except where prohibited by applicable law, this can be done only if the transfer request is made within thirty (30) days of the sale or transfer of Your Vehicle and the transfer fee set out below is paid. This Contract cannot be transferred if the title transfer of Your Vehicle passes through an entity other than the subsequent buyer, or Your Vehicle is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. Except where prohibited by applicable law, this Contract can only be transferred by You if You originally purchased this Contract.
- b. The following must be submitted to the Administrator within thirty (30) days of the change of ownership to a subsequent individual purchaser:
  - i) a copy of the official Transfer of Ownership document for Your Vehicle, signed between the parties;
  - ii) a completed transfer request form which provides the name and address of new owner, date of sale to the new owner, and current odometer reading at time of transfer; and
  - iii) a One Hundred Dollar (\$100) transfer fee (plus applicable tax) made payable to Audi Canada Inc. (except where prohibited by law).
- c. Any remaining Manufacturer's Warranty must be transferred at the same time as vehicle ownership transfer. Copies of all maintenance records showing actual oil changes and Manufacturer's Warranty must be given to the new owner. These maintenance records must be retained by You along with similar documentation for future maintenance work which the Vehicle owner has performed in accordance with the maintenance requirements of this Contract. These documents may be verified by the Administrator at the time a claim occurs. To initiate a transfer of Your Contract, please contact the Administrator within thirty (30) days and they will issue You a Transfer Request form.

## 11. CANCELLATION OF YOUR CONTRACT

- a. You may cancel this Contract within sixty (60) days from the Contract Purchase Date. To cancel this Contract, You must contact Your Selling Dealer to obtain a cancellation request form which You must complete, sign, and submit to the Administrator within sixty (60) days from the Contract Purchase Date. We will refund to You the amount paid for Your Contract less the amount of any claims We have authorized or paid under Your Contract. **UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, YOU MAY NOT CANCEL THIS CONTRACT AFTER SIXTY (60) DAYS FOLLOWING THE CONTRACT PURCHASE DATE.**
- b. We may cancel this Contract if it is determined that Your Vehicle (or its use) is not qualified for inclusion in this Contract. We may also cancel this Contract for misrepresentation or fraud by You or Your representative, for a material breach of Your obligations under this Contract, or for any non-payment of the Contract Price. If We cancel this Contract within sixty (60) days from the Contract Purchase Date, then We will refund to You (except in the case of fraud) the amount paid for Your Contract less the amount of any claims We have authorized or paid under Your Contract. If We cancel this Contract after 60 days from the Contract Purchase Date, then We shall refund to You an amount of the Contract Price You paid according to the pro-rata method. The pro-rata refund will be calculated based on the expired portion of Your Contract by time or kilometres, whichever is greater, based upon the Term selected and the date Services begin, less a Two Hundred Dollar (\$200) cancellation fee (plus applicable taxes) and less the amount of any claims We have authorized or paid under Your Contract.
- c. A Lienholder may cancel Your Contract at any time due to Your Vehicle being declared a total loss or due to repossession, and such Lienholder declares to Us that it has an interest in this Contract sufficient to permit such cancellation. In the event the Lienholder cancels Your Contract, We will refund to the Lienholder a portion of the Contract Price paid according to the pro-rata method, less the amount of any claims We have authorized or paid under Your Contract. A pro-rata refund will be calculated based on the expired portion of Your Contract by time or kilometres, whichever is greater, based upon the Term selected and the date Services begin. The Lienholder shall only have the right to cancel this Contract in the event that at time of request for cancellation, they can confirm that they still have an outstanding loan balance for Your Vehicle financing.

- d. Except as may be prohibited by applicable law, Your Contract with Us will be cancelled automatically and no refund amount will be paid to You if You sell or otherwise transfer Your Vehicle and Your Contract is not transferred in accordance with the terms of this Contract.

## 12. CONTRACT HOLDER'S MAINTENANCE RESPONSIBILITIES

- a. To keep this Contract in force, You must maintain Your Vehicle to the standards set forth in Your Owner's Manual. Without limiting the generality of the foregoing, You must have Your Vehicle checked and serviced in accordance with Our recommendations as outlined in Your Owner's Manual. Your Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow Our maintenance schedule that applies to Your driving habits and climate conditions. Failure to follow Our recommendations that apply to Your specific driving habits and climate conditions will result in the denial of any claim under this Contract.
- b. It is required that verifiable receipts be retained for such service work. You may not conduct Your own service work including, but not limited to, oil change and timing belt replacement work.

## 13. PRIVACY OF INFORMATION

We and the Administrator only collect, use and disclose personal information from You that is necessary to consider Your application for Services, confirm the accuracy of the information collected, process Your business, handle Your claims, deal with third party dealers, repairers or roadside providers, otherwise administer this Contract and, should We so elect, insure Our liability under this Contract with Our underwriters. We and the Administrator use physical, electronic and procedural security measures to protect such personal information. Such information includes any personal information You provide when purchasing Services or in connection with making a claim. Your personal information will be stored on Our secure servers located in Canada and/or on the secure servers in the United States of Our affiliates and/or on the secure servers in Canada and/or the United States of the Administrator, and it will be accessible to personnel of those entities who require access to Your personal information in order to perform Our obligations hereunder. Your information will also be disclosed to third parties who require it to provide the Services or in connection with the sale, financing or administration of this Contract (including, without limitation, to validate a claim and for risk management purpose). Since Your information is stored and/or may be processed or otherwise used both inside and outside Canada, governments, regulatory authorities, law enforcement agencies or courts of such other country could obtain access to Your information under the laws of such country. If You exercise Your right and refuse to provide the required information at the time of registering Your Contract, then We and the Administrator will not be able to provide Services under the terms of this Contract. Once We and the Administrator have provided confirmation of Services to You, You may not withdraw Your consent to provide Your personal information since We and the Administrator may be required to use Your personal information in the normal course of handling Your business, such as contacting You in the event of a claim. You may contact the Administrator's privacy officer in writing at the Administrator's Address to obtain information and address questions about the privacy policies and practices with respect to Your personal information, including any questions regarding the use, protection and disclosure of such information, or if You would like to access, update or correct such information contained in Your file. Our privacy policy may be viewed at [www.audi.ca](http://www.audi.ca) and the Administrator's privacy policy may be viewed at [www.sym-tech.ca](http://www.sym-tech.ca).

## 14. CURRENCY

All amounts referred to in this Contract are all stated in Canadian currency and all amounts owing under or in connection with this Contract are payable in Canadian currency.

## 15. FILING A CLAIM

If Your Vehicle incurs a Breakdown, then You must take the following steps to file a claim:

- a. Prevent further damage - Take immediate action to prevent further damage. This Contract will not cover any damage caused by not securing a timely repair of the failed component.
- b. Take Your Vehicle to an authorized Audi Dealer. If this is not possible due to proximity or the location of the Breakdown, please contact the Administrator at the toll-free number at the bottom of the Registration Page for assistance in locating an authorized repair facility.
- c. Provide the repair facility with a copy of Your Contract and/or Your Contract number. Obtain authorization from the Administrator prior to any repair being made. Advise the repair facility that they must first determine the cause of the failure or Breakdown, and advise the Administrator of required repairs prior to the commencement of the repair being made. Failure to receive such prior authorization for the repairs for any Breakdown will disentitle You to such repairs under this Contract.
- d. Authorize Teardown and/or Inspection - In some cases, You may need to authorize the repair facility to inspect and/or teardown Your Vehicle in order to determine the cause and cost of the repair. You will be responsible for these charges if the loss or damage is not covered under this Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being made. Labour charges for diagnosis are Your responsibility, unless specifically listed within Our factory labour guide.
- e. Pay any applicable amounts for which You are responsible - We will reimburse the repair facility or You for the cost of the work performed on Your Vehicle that is covered by the Contract and previously authorized, less the Customer Contribution Amount(s) (if any). Once authorization is obtained, and the repair is completed, all repair orders, documentation and receipts must be submitted to the Administrator within thirty (30) days to be eligible for payment.

- f. **Emergency Repairs** - Should an emergency Breakdown occur which requires a repair be made at a time when the Administrator's office is closed, You must contact the Administrator's office within the next available business day of the date of repair to determine if such repair will be covered by this Contract. If covered, then We will reimburse the repair facility or You for the cost of the repair that is covered by this Contract, less any applicable Customer Contribution Amount(s).

**For claims assistance, please contact the Administrator at the toll-free number set out at the bottom of the Registration Page.**

## 16. MISCELLANEOUS

- a. **Assignment and Subcontracting** – We may, without Your consent, on notice to You, assign all of Our rights and obligations under this Contract to one of Our affiliates, to a purchaser of all or substantially all of Our assets, or to the Administrator, whereupon We shall be released from all of Our obligations and liabilities under this Contract. We may without Your consent, subcontract any of Our obligations under this Contract.
- b. **Severability** - If any provision of this Contract is determined to be invalid, illegal or unenforceable, then that provision shall be deemed to be severed herefrom, and the remaining provisions of this Contract shall not be affected thereby, and shall continue in full force and effect.
- c. **Waivers and Amendments** - No waiver, modification, amendment or cancellation of the provisions of this Contract shall be binding upon a party hereto unless made in writing and signed by the party to be bound.
- d. **Language** - The parties acknowledge that they have requested that this document and all other documents relating to it, be drawn up in the English language. Les parties reconnaissent avoir exigé que le présent document et tous les autres documents qui s'y rapportent soient rédigés en anglais.
- e. **Binding Effect** - This Contract shall enure to the benefit of and be binding upon the parties hereto and their respective personal representatives, successors and permitted assigns.

## SERVICE PLAN SCHEDULE

The following are the Service Plans. The one selected by You is identified on the Registration Page. We reserve the right to select, or have the Administrator select, the method of repair and the Audi repair facility for each claim.

### 1. STERLING PLAN

**Limit of Liability:** The maximum amount that We are liable to reimburse the repair facility or You for the cost of work (including parts and labour) performed on Your Vehicle in connection with this Service Plan, including taxes, is Four Thousand Dollars (\$4,000) per repair visit.

The following components are covered under the Audi Sterling Plan:

- a. **Engine:** Cylinder Block, Cylinder Head(s) and all internally lubricated parts contained within the engine including: Pistons and Wrist Pins; Piston Rings unless solely for the purpose of raising engine compression or reducing oil consumption; Connecting Rod Bearings; Crankshaft Main Bearings; Camshaft; Camshaft Bearings; Cam Followers; Timing Gears, Guides, Tensioners; Rocker Arms; Rocker Shafts; Rocker Bearings; Cylinder Head Valves, Guides, Lifters, Springs, Seals, Retainers, and Seats; Push Rods; Water Pump; Oil Pump and Oil Pump Housing; Harmonic Balancer; Timing Chain Cover; Intake Manifold; Valve Covers; Engine Mounts; Seals and Gaskets.
- b. **Turbocharger:** Turbocharger housing and all internal parts; Seals and Gaskets.
- c. **Transmission:** (Automatic or Standard) Transmission Case and all internal parts plus: Torque Converter; Flywheel/Flex Plate; Vacuum Modulator; Electronic Shift Control Unit; Transmission Mounts; Oil Pan; Seals and Gaskets.
- d. **Transfer Case:** Transfer Case and all internal parts; Seals and Gaskets.
- e. **Drive Axle:** (Front and Rear) Drive Axle Cases; all internal parts contained within the Drive Axle case; Locking Hubs; Axle Shafts; Drive Shafts and Yokes; Universal Joints; Centre Support Bearing; Constant Velocity Joints; Wheel Bearings/Hub Assemblies; Axle Bearings; Four-Wheel Drive Actuator; Differential Cover; Seals and Gaskets.
- f. **Steering:** All internal parts of the Rack and Pinion Steering Gear; Power Steering Pump; Steering Knuckles; Steering Column Assembly; Seals and Gaskets.
- g. **Brakes:** Master Cylinder; Vacuum Assist Booster; Disc Brake Caliper; Wheel Cylinders; Proportioning Valve; ABS Hydraulic Control Unit, Accumulator and Pump; ABS Electronic Control Module; Seals and Gaskets.
- h. **Electrical:** Alternator; Voltage Regulator; Starter Motor, Solenoid and Drive; Engine Compartment Wiring Harness; Electronic Powertrain Control Module; Electronic Ignition Module; Ignition Switch; Front and Rear Window Wiper Motor; Washer Pump and Switch;

Stop Lamp Switch; Headlamp Switch; Turn Signal Switch; Multi-function Switch; Heater/A.C. Blower Speed Switch; Manual Heater; A.C. Control Assembly; Horns.

- i. **Air Conditioner:** Condenser; Compressor; Clutch and Pulley; Air Conditioning Lines and Hoses; Evaporator; Idler Pulley and Idler Pulley Bearing; High/Low Compressor Cut-Off Switch; Expansion Valve; Seals and Gaskets. Oil, Refrigerant and the Accumulator/Receiver Drier are covered if required in connection with a covered repair.
- j. **Fuel Delivery:** Fuel Pump; Fuel Distributor and Injectors; Vacuum Pump; Metal Fuel Delivery Lines.
- k. **Electric/Hybrid Vehicle Coverage:** Electric Motor, High Voltage Cables, Power Converter/Inverter, Battery Charger, Generators.

## 2. GOLD PLAN

The following components are covered under the Audi After Care Gold Plan:

- a. **Engine:** Cylinder Block, Frost Plugs, Cylinder Head(s) and all internally lubricated parts contained within the engine including: Pistons and Wrist Pins, Piston Rings, Connecting Rods and Connecting Rod Bearings; Crankshaft and Main Bearings; Camshaft, Bearings, Case and Followers, Cam Plug; Timing Chain or Belt, Timing Gears, Guides, Tensioner, Timing Cover and Housing; Rocker Arms, Shafts, Bearings, and Bushings; Cylinder Head Valves, Valve Guides, Valve Lifters, Valve Followers, Valve Springs, Valve Seals, Valve Retainers, Valve Seats; Push Rods; Oil Pump and Oil Pump Housing; Engine Oil Cooler; Harmonic Balancer, Crankshaft Pulley; Intake and Exhaust Manifolds; Valve Covers; Engine Mounts, Water Pump; Seals and Gaskets.
- b. **Turbocharger:** Turbocharger housing and all internal parts; Seals and Gaskets.
- c. **Transmission:** (Automatic or Standard) Transmission Case and all internal lubricated parts plus: Torque Converter; Flywheel/Flex Plate, Ring Gear; Vacuum Modulator; Servo and Governor Covers; Hydraulic Clutch Master and Clutch Slave Cylinders; Electronic Shift Control Unit; Factory Installed Transmission Cooler and Lines; Transmission Mounts; Hydraulic Lines and Fittings; Seals and Gaskets.
- d. **Transfer Case:** Transfer Case Housing and all internal part, plus; Mounts; Vacuum or Electric Control Motors; Seals and Gaskets.
- e. **Drive Axle:** (Front and Rear) Drive Axle Cases; all internal parts contained within the Drive Axle case; Locking Hubs; Axle Shafts; Drive Shafts and Yokes; Universal Joints; Centre Support Bearing; Constant Velocity Joints; Wheel Bearings/Hub Assemblies; Axle Bearings; Four-Wheel Drive Actuator; Differential Cover; Seals and Gaskets.
- f. **Steering:** All internal parts of the Rack and Pinion Steering Gear; Control Valve; Power Steering Pump and Pulley; Steering Knuckle; Cooler; High Pressure and Return Hoses, Lines and Fittings; Steering Column Assembly and Couplings; Tie Rod Ends and Boots; Steering Speed Sensors; Seals and Gaskets.
- g. **Brakes:** Master Cylinder and Reservoir; Vacuum/Hydraulic Assist Booster; Disc Brake Calipers; Wheel Cylinders; Proportioning Valve; Backing Plates, Self Adjusters and Return Springs; Brake Hydraulic Lines and Fittings; ABS Hydraulic Control Unit, Accumulator and Pump; ABS Electronic Control Module; Wheel Speed Sensors; Seals and Gaskets.
- h. **Electrical:** Alternator; Voltage Regulator; Starter Motor, Solenoid, Drive and Relay; Wiring Harnesses; Electronic Powertrain Control Module; Electronic Ignition Module, Ignition Coil, Ignition Switch; Crank Angle Sensor; Front and Rear Window Wiper Motor(s) and Switch; Washer Pump and Switch; Stop Lamp Switch; Headlamp Switch; Turn Signal Switch; Multifunction Switch, Heater/A.C. Blower Speed Switch; Manual Heater/A.C. Control Assembly; Horns; Gauges; Cruise Control System; Power Window Motor(s); Power Window Switch; Rear Defroster Switch; Power Door Lock Actuator and Switch; Navigation System.
- i. **Air Conditioner:** Condenser; Compressor; Clutch and Pulley; Air Conditioning Lines and Hoses; Evaporator; Receiver/ Dryer; Idler Pulley and Idler Pulley Bearing; High/Low Compressor Cut-Off Switch; Expansion Valve; Refrigerant in conjunction with the repair or replacement of an above-listed component; Seals and Gaskets.
- j. **Fuel Delivery:** Fuel Pump and Relay; Fuel Pressure Regulator; Injectors; Vacuum Pump; Fuel Injection Sensors and Control Units (except Oxygen Sensor); Fuel Delivery Lines; Seals and Gaskets.
- k. **Front and Rear Suspension:** Upper and Lower Control Arms; Control Arm Shafts, Bearings or Bushings; Upper and Lower Ball Joints; Radius Arm and Bushings; Torsion Bars and Mounts or Bushings; Stabilizer Bar, Links and Bushings; Spindle and Spindle Support.
- l. **Cooling:** Engine Cooling Fan, Motor and Relay; Water Pump and Pulley; Fan Clutch; Serpentine Belt Tensioner; Radiator; Heater Core; Thermostat; Blower Motor; Hot Water Control Valve; Seals and Gaskets.
- m. **Electric/Hybrid Vehicle Coverage:** Electric Motor, High Voltage Cables, Power Converter/Inverter, Battery Charger, Generators.

### 3. PLATINUM PLAN

In addition to the components covered under the Audi After Care Gold Plan, the Audi After Care Platinum Plan will also pay for parts and labour costs to repair any Breakdown of all other parts to Your Vehicle, less any Customer Contribution Amount(s), with exception of those listed under Section 9 (EXCLUSIONS) of this Contract.

### 4. LEASE PLAN

In addition to the components covered under the Audi After Care Platinum Plan, the Audi After Care Lease Plan will also pay for parts and labour costs to repair any Breakdown of all other parts to Your Vehicle, less any Customer Contribution Amount(s), with the exception of those listed under Section 9 (EXCLUSIONS) of this Contract.

### 5. MULTI-MEDIA SOFTWARE PACKAGE (OPTIONAL UPGRADE)

If You have purchased the Multi-media Software Package upgrade, then the following Services shall also be provided:

During the Term of Your Contract, We shall pay for software updates (Software Updates) for Your Vehicle's entertainment or navigational systems that were originally installed by Us and that are recommended and provided as new software updates by Us after the Contract Purchase Date (as indicated on the Registration Page).

#### Limit of Liability:

For the Term of Your Contract, the maximum aggregate limit of Our liability for the multi-media software package Service described here is Five Hundred Dollars (\$500), including taxes.

### 6. ADDITIONAL SERVICES

- a. **Rental Services** (included with all plans) - In the event of a Breakdown to which this Contract applies, We will reimburse You for receipted expenses to rent a replacement vehicle (from a licensed rental agency) while Your Vehicle is being repaired. These Services will be provided to You up to a maximum of fifty dollars (\$50), including tax, per day, for each 8 labour hours or portion thereof, as determined by Our labour guide, or any nationally recognized labour guide if repairs are being conducted by a repair facility other than an authorized Audi dealership, to a maximum of Two Hundred Dollars (\$200), including tax, for each repair visit. In addition, a maximum of three (3) days rental Services will be provided for an engine or transmission parts delay and two (2) days for vehicle inspection requested by the Administrator.
- b. **Trip Interruption** (included with all Service Plans) - In the event of a Breakdown covered by this Contract which occurs more than one hundred sixty (160) kilometres from Your home and results in a repair facility keeping Your Vehicle overnight, We will pay or reimburse You for receipted motel and restaurant expenses, up to One Hundred Dollars (\$100), including tax, per day for a maximum of five (5) days. The total amount payable by Us for such expenses per Breakdown shall not exceed five hundred dollars (\$500), including tax
- c. **Roadside Assistance Services** (included with all plans) - If Your Vehicle is in need of non -accident related roadside assistance, You must call 1 800 411 9988 to receive eligible Services. Roadside assistance Services include:
  - i. **Towing** - In the event that Your Vehicle breaks down, We will arrange to have Your Vehicle towed to the nearest authorized Audi Dealer or authorized Audi repair facility.
  - ii. **Winching**- We will dispatch a service provider to assist You in the event that Your Vehicle needs to be winched from any ditch, mud, sand or snow, provided that Your Vehicle has become disabled in an area immediately adjacent to a regularly traveled road.
  - iii. **Battery Boost** - In the event that Your Vehicle will not start due to battery failure, We will dispatch a service provider to boost Your Vehicle's battery. If Your Vehicle fails to start with a boost, the service provider will arrange to have Your Vehicle towed to the nearest Audi Dealer or authorized Audi repair facility (maximum one claim per calendar year).
  - iv. **Fuel Delivery** - In the event that Your Vehicle runs out of fuel, We will dispatch a service provider to deliver up to 10 litres of fuel, allowing You to proceed to the nearest fueling station (maximum one claim per calendar year). You will be responsible for the cost of fuel.
  - v. **Tire Change** - If Your Vehicle experiences a flat or failed tire, We will dispatch a service provider to install Your spare tire. It is Your responsibility to ensure that the vehicle's spare is inflated and in good operating condition.
  - vi. **Lockout Service** - In the event that You lock the vehicle's key(s) in the vehicle, We will dispatch a service provider to gain entry into Your Vehicle to retrieve Your keys (maximum one claim per calendar year). Key cutting and replacement not included.



The Roadside Assistance Services provided by this Contract will begin on the expiration of any similar roadside assistance services for Your Vehicle that is provided by the manufacturer of Your Vehicle.

**Limit of Liability:**

A maximum of one hundred dollars (\$100), including tax, per occurrence shall apply to all Roadside Assistance Coverage with exception of towing benefits coverage which provides a maximum of two hundred dollars (\$200), including tax, per occurrence.

**AUDI AFTER CARE CLAIM-FREE REWARD (AVAILABLE ON SELECT GOLD, PLATINUM, AND LEASE PLANS ONLY):**

1. To qualify for the Claim-free reward, all of the following conditions must be met:
  - a. The Contract Expiration Date has passed (and, for greater certainty, the Claim-free reward is only available if Your Contract has expired as a result of reaching the end of the Contract Expiration Date and not as a result of exceeding the Contract Expiration Mileage, each as shown on the Registration Page); and
  - b. You provide evidence (as deemed sufficient by the Administrator) that You are the original Registrant (as shown on the Registration Page) and that Your Vehicle has not changed ownership during the Term of Your Contract. This benefit is not available if You have provided custody, management or temporary ownership of Your Vehicle to Your Selling Dealer, or any other person or entity whatsoever during the Term of Your Contract for any commercial purpose (example: rental); and
  - c. For Gold and Platinum Plans only, the time between the Contract Purchase Date and the Contract Expiration Date, as shown on the Registration Page, must be a minimum of three (3) years; and
  - d. For Gold and Platinum Plans only, the mileage difference between the Current Odometer Reading (the original odometer reading on the Contract Purchase Date) and the Contract Expiration Mileage, as shown on the Registration Page, must be a minimum of 40,000 kilometres; and
  - e. You purchased an Audi After Care Mechanical Breakdown Protection Gold or Platinum Plan; and
  - f. You are not one of the following: a retail dealership, vehicle distributor, Contract administrator/marketer or an agent, employee, officer, or staff member of any of the foregoing; and
  - g. You are not entitled to any other third party benefits as a result of You (or any person authorized by You to act on Your behalf) having no claims as at the Contract Expiration Date under Your Contract; and
  - h. Your Contract was not purchased as part of a previous Claim-free refund as contemplated below; and
  - i. You submit Your notarized statement of claim within thirty (30) days from the Contract Expiration Date of Your Contract to the Administrator.
2. As it relates to Gold and Platinum Plans, provided You meet all of the conditions set out above (including submitting Your Claim-free reward claim within the prescribed 30-day time limit) and provided You (or any person authorized by You to act on Your behalf) have not filed any claims (or received any benefits) as at the Contract Expiration Date, You will be entitled to select one of the following refund options:
  - a. In-store credit will be issued by the Administrator for the amount You paid for this Contract (inclusive of taxes) that can be applied toward any qualifying Audi After Care Mechanical Breakdown Protection vehicle service contract which You must purchase from the Selling Dealer as shown on the Registration Page. The in-store credit issued to You must be applied toward any Audi After Care Mechanical Breakdown Protection product purchases within three (3) months of the Contract Expiration Date of Your Contract. An in-store credit that is not applied toward any qualifying Audi After Care Mechanical Breakdown Protection vehicle service contract within three (3) months of the Contract Expiration Date of Your Contract shall be null and void. You shall be responsible for any incremental price that exceeds the in-store credit value for the Audi After Care Mechanical Breakdown Protection product You have selected to apply Your credit towards. After being applied towards a purchase as contemplated hereunder, any remaining outstanding balance of the in-store credit will be forfeited. The credit has no cash value; or
  - b. A Selling Dealer store credit in an aggregate amount equal to the lesser of (i) the amount You paid for this Contract (inclusive of taxes), and (ii) Two Thousand Dollars (\$2,000). You must provide sufficient evidence (as deemed sufficient by the Administrator) of Your receipted purchases within three (3) months of the Contract Expiration Date of Your Contract in order to receive a refund cheque for the amount paid by You for the Selling Dealer store credit for which You are eligible as contemplated above; or
  - c. A refund cheque in an aggregate amount equal to the lesser of (i) the amount You paid for this Contract (inclusive of taxes), and (ii) One Thousand Dollars (\$1,000).
3. As it relates to the Lease Plan, provided You meet all of the conditions set out above (including submitting Your Claim-free reward claim within the prescribed 30-day time limit) and provided You (or any person authorized by You to act on Your behalf) have not filed any claims (or received any benefits) as at the Contract Expiration Date, You will be entitled to a Selling Dealer store credit in an aggregate amount equal

to the lesser of (i) the amount You paid for this Contract (inclusive of taxes), and (ii) One Thousand Dollars (\$1,000). The Selling Dealer store credit must be applied towards either (i) any qualifying Audi After Care Mechanical Breakdown Protection vehicle service contract, or (ii) the purchase or lease of a new Audi vehicle. **The store credit cannot be used towards a lease buyout.** You must provide sufficient evidence (as deemed sufficient by the Administrator) of Your receipted purchases within three (3) months of the Contract Expiration Date of Your Contract in order to receive a refund cheque for the amount paid by You for the Selling Dealer store credit for which You are eligible as contemplated above.

Please contact the Administrator at the applicable toll-free telephone number appearing on the Registration Page for assistance in initiating Your claim for Claim-free reward.