

Certificate Number:  
20180918100052D33A1480



**SECTION 1: DEALER INFORMATION**

| Dealer Name | Contact Name | Phone Number |
|-------------|--------------|--------------|
| 006         | Tara Fortier |              |

**SECTION 2: CLIENT INFORMATION**

| First Name | Last Name | Middle Initial |
|------------|-----------|----------------|
| Test       | Test      |                |

| Company (if vehicle is in company name) | Language | Date of Birth (YYYY-MM-DD) |
|-----------------------------------------|----------|----------------------------|
|                                         | English  | 1989 - 1 - 1               |

| Address         | City       | Postal Code |
|-----------------|------------|-------------|
| 123 fake Street | Some place | K1K1V1      |

| Email                       | Home Phone   | Business Phone |
|-----------------------------|--------------|----------------|
| NOEMAIL@MANTHAINSURANCE.COM | 613-123-4567 |                |

**SECTION 3: VEHICLE AND WARRANTY INFORMATION**

\* GAP WARRANTY: The maximum price for the Described Vehicle excluding all taxes is \$150,000, depending on the type of vehicle(see list below). The maximum liability of the Dealer/Retailer is \$40,000 (including all taxes).  
\* GAP Term must match Finance Term. Inconsistency will affect claim payout.

| PRIVATE PASSENGER VEHICLE | RECREATIONAL VEHICLE | LEISURE VEHICLE |
|---------------------------|----------------------|-----------------|
| New                       |                      |                 |

| Year | Make  | Model | Serial Number       |
|------|-------|-------|---------------------|
| 2018 | Honda | Civic | 54a9rf8hgf65h4asgf8 |

| Additional Information | Delivery Date       | Amount Financed |
|------------------------|---------------------|-----------------|
|                        | 2018-01-10 00:00:00 | 50000           |

| Purchase Price | Term of Certificate | Financial Institution | Promotional Code |
|----------------|---------------------|-----------------------|------------------|
| \$45,000.00    | m84                 | Honda Canada Finance  | A10              |

**Pricing Information**

\* This present agreement is non-refundable after thirty (30) days and is valid only for the term indicated for which a fee has been paid (plus taxes).  
1. The vehicles with the following functions are eligible for the GAP Program:  
\* Vehicles registered to a company and used by only one (1) driver and/or members of his/her immediate family, for personal use exclusively.  
\* Vehicles used by sales representatives for purposes of sales solicitation.  
\* Vehicles used to get to and from a construction or mining site, in as much as they are not used for actual work on site.  
2. In the event of a claim, the vehicle value will be adjudicated per the Canadian black book at time of purchase with a maximum of 15% inflation. Please refer to "Trade-in" and "Total Qualifying amount" on page 2 of the warranty wording for further detail. For reference to the "Canadian Black Book" please see page 1 under "LIMIT OF LIABILITY" section.

|                       |
|-----------------------|
| Cost: \$1,630.00      |
| Sub-Total: \$1,630.00 |
| PST/QST: \$130.40     |
| Total: \$ 1,760.40    |

**SECTION 4: SIGNATURES**

I, the Client, have read the Commercial Use Disclosure section and I understand the defined conditions of eligibility. The fact of not revealing any commercial usage makes the present agreement null and void. I have also read, understood and accepted the terms and conditions provided on the second page of this document "GAP Certificate Rules".

Client: \_\_\_\_\_ Dealer: \_\_\_\_\_

2018-09-18 15:02:06

#### FINANCED VEHICLE COVERAGE

If an accident or theft results in the Total Loss of the Described Vehicle during the Coverage Term, the Insurer will jointly pay the Insured and the Lender or Loan Institution the difference between the Outstanding Loan Amount and the amount paid by the Insured's Underlying Policy, excluding any Recoverable Amounts. In no event shall the Amount Financed exceed the Total Qualifying Amount for the Described Vehicle at the time of application. If a claim for the Described Vehicle is denied under the Underlying Policy, the Insurer will also not pay for any Claim made against this Policy.

First Class Warranty will only cover Financed Vehicles, lease agreements are prohibited. Should a claim arise on a leased vehicle, it will be denied due to underwriting purposes.

#### LIMIT OF LIABILITY

In no event will Our total limit of liability under this Policy exceed forty thousand dollars (\$40,000). See also Definitions, General Provisions, Exclusions and Statutory Conditions of this Policy

**DEFINITIONS** For the purposes of this Policy, the following words, phrases or expressions will have the specific meaning as described below:

"Actual Cash Value" means the greater value of:

- a) Insured's primary insurer settlement amount for the Described Vehicle pursuant to the Underlying Policy; or
- b) The value of the Described Vehicle as determined by a qualified independent appraiser.

"Amount Financed" means the Purchase Price for the Described Vehicle minus the Insured's Down Payment and/or the value allocated from any Trade-in and may include the following:

- License or registration fees;
- Cost for extended warranties, insurance or other coverage
- Other fees charged by the Dealer;
- Negative Equity and in no event shall exceed the Total Qualifying Amount.

- Negative Equity up to \$15,000 will only qualify (in the event of a claim) providing there is a physical and documented trade-in of a vehicle.

"Broker" means Mantha Insurance Brokers Ltd.

"Canadian Black Book" means the vehicle valuation guide used to determine the market value of the Used Vehicle and may be used in the event of a Claim.

"Claim" means a report of a Total Loss and the request for coverage by the Insured under this Policy.

"Commercial Vehicle" means any vehicle weighing more than 4,500 kilograms used for commercial or business purposes, except where the Described Vehicle is used:

- a) For personal business use, and rated with an insurance statistical classification of Class 07.
- b) Mainly as a farmer's or fisherman's truck and rated with an insurance statistical classification of Class 33.
- c) To transport tools and equipment to and from a job site but once on the site is largely immobile and rated with an insurance statistical classification of Class 35.
- d) For wholesale delivery and pick-up where the Described Vehicle is solely used to deliver or pick-up parts for the business from manufacturer warehouse but excludes general public deliveries and rated with an insurance statistical classification of Class 36.

"Claims Administrator" means the Insurer.

"Coverage Term " means the period of time this Policy is in force, which may be equal to the Finance Term on a Financed Vehicle except where coverage is terminated by the Insurer or the Insured or when a Claim is made on this Policy, in which case the Policy will end when that Claim is settled, in no event

shall this exceed ninety-six (96) months on a Described Vehicle under a Finance Contract. It is crucial that the vehicle finance term and the GAP coverage term match to provide the most accurate payout.

"Dealer" means the Dealership shown in the Declaration for this Policy and named on the Finance Contract.

"Declaration(s)" means the document issued by the Insurer that describes the particulars of Your GAP Policy coverage including but not limited to the name and address of the Insured, the name and address of the Dealer, the Policy term, limits of coverage and automobile to which this insurance applies.

"Described Vehicle" means a new or used Type of Vehicle as shown in the

Declaration for this Policy (also described herein as a "Financed Vehicle"), which is

subject to having a sales contract between the Insured and the Dealer financed through the Lender, where:

- a) "New Vehicle" means a vehicle of the current year or preceding calendar year or a demonstrator vehicle having less than 15,000 km which has not been registered to an individual or enterprise;

- and
- b) "Used Vehicle" means all registered vehicles of the current model year and the seven (7) preceding model years. For example, if the latest available model is 2018, then the eligible model years are ; 2017, 2016, 2015, 2014, 2013, 2012 and 2011. Used vehicle purchase price shall always fall under the average Canadian Black Book value of described vehicle and shall not exceed this amount; client may incur a shortfall upon claim resolution in the event excessive amount financed.

"Down Payment" means the sum of money that is applied against the Purchase Price by the Insured to reduce the total Amount Financed.

"Effective Date" means the date the loan funds are advanced by the Lender for the Financed Vehicle.

"Expiry Date" means the date the Policy expires, as of 12:01 a.m. local time at the Insured's address shown in the Declaration for this Policy, unless cancelled by the Insured or the Insurer as outlined in section 5 of the Statutory Conditions contained in this Policy.

"Finance Contract" means the written financing agreement entered into at the Dealer between the Loan Institution and the Insured for the financing of the Described Vehicle specifying the financing terms, limits and conditions.

"Finance Term" means the total number of months the Described Vehicle is financed through the Lender as agreed upon in the Finance Contract, which in no event shall exceed ninety-six (96) months.

"Insured" means the individual(s) or other legal entity whose name appears in the Declaration for this Policy. May also be referred to herein as "You" or "Your".

"Lender" or "Loan Institution" means the Chartered Bank, Credit Union, Trust Company or the Manufacturer's Financial Division, which finances the Described Vehicle as shown in the Declaration for this Policy.

"Manufacturer's Suggested Retail Price (MSRP)" means the retail price set and determined by the manufacturer which is first provided to a customer as the suggested retail price for the Covered Vehicle, including freight, PDI, Federal A/C excise tax, tire duty, Omvic, environmental fee and manufacturer installed options, sales tax, less any manufacturers applicable rebates and/or incentives.

"Negative Equity" means the remaining dollar amount owing on Your Trade-in to Your Lender after deducting the amount the Dealer agrees to pay for Your Trade-in, subject to a maximum amount of fifteen thousand dollars (\$15,000) including taxes.

"Outstanding Loan Amount" means the amount that is outstanding on the Insured's Finance Contract, on the date which the Total Loss occurred, excluding any payment(s)-in-arrears, or such other fines or charges related to late or delinquent payments, rebates, penalties or refunds for other insurance products.

"Policy" or "Policies" means the document or documents issued to the Insured evidencing coverage under the Program.

"Premium" means the dollar amount specified in the Declaration for this Policy, excluding applicable taxes, as payable by the Insured for the coverage offered under this Policy.

"Program" means the First Class GAP Program.

"Purchase Price" means

a) "New Vehicle" Purchase Price is limited to the MSRP or the amount You paid for the Described Vehicle, whichever is lesser, net of applicable rebate(s), incentives and Trade-In.

b) "Used Vehicle" purchase: The Canadian Black Book value or the amount you paid for the vehicle, whichever is lesser, net of applicable rebates, incentives and trade-in and includes the cost of factory fitted accessories and manufacturer-approved, dealer fitted accessories plus applicable taxes.

i) Automobile: One hundred and fifty thousand dollars (\$150,000)

ii) ATV: Thirty-five thousand dollars (\$35,000)

iii) Snowmobile Thirty thousand dollars (\$30,000)

iv) Motorcycle: Sixty thousand dollars (\$60,000)

"Recoverable Amounts" means any monies that may be recovered from any source including but not limited to license or registration fees, extended warranties, insurance or other coverage(s) due to their cancellation at the time of loss.

"Total Loss" means the insurer issuing the Underlying Policy has determined the Described Vehicle to be a total and permanent loss resulting from a peril for which indemnity is provided by the Underlying Policy.

"Trade-in" means the price, excluding taxes, a Dealer paid the Insured for the Insured's vehicle with the understanding the value of the Trade-in will then be applied to the Purchase Price of the Described Vehicle. First class warranty allows negative equity up to a maximum of \$15,000.00, (Trade-in must be physical and clearly listed on the bill of sale) in the event of a claim, this information is important to provide the most accurate payout..

"Total Qualifying Amount" means

a) for a New Vehicle one hundred and thirty percent (130%) of the MSRP plus Negative Equity amount up to \$15,000,

b) For a Used Vehicle one hundred and thirty percent (130%) of the Canadian Black Book average value for the described vehicle and plus any negative equity up to \$15,000; where either of which are used to determine your premium and for calculation purposes in the event of a claim.

"Type of Vehicle" means one of the following:

(i) An automobile which is a passenger sport or luxury car, an SUV or pick-up truck.

(ii) A leisure vehicle which is an all terrain vehicle (ATV), snowmobile, motorcycle or personal watercraft.

"Underlying Policy" means the provincial Underlying Policy approved for use by the appropriate regulatory body that has been issued to the Insured covering the Described Vehicle. It also includes any other policy of insurance issued to the Insured by any other entity which covers the Described Vehicle.

#### EXCLUDED USES

The Described Vehicle must be for private and personal use for the duration of this Policy and unless coverage is expressly given by an endorsement of this Policy, Please note that;

(i) Commercial use is prohibited under GAP coverage, should a claim arise, it will be immediately denied by the adjuster.

(ii) Commercial use, aside from business purposes, also includes ride for profit (Taxi or UBER).

(iii) Though your primary insurer covers you for such losses, GAP coverage does not apply and will not cover the total loss.

the Insurer shall not be liable under this Policy while,

a) the Described Vehicle is used for any business or commercial purposes and/or is rated for such use on the Insured's Underlying Policy;

b) the Described Vehicle is rented or leased to the Insured or to another; provided the use by an employee of his Described Vehicle on the business of his employer and for which he is paid shall not be deemed the renting or leasing of the Described Vehicle to another;

c) the Described Vehicle is used to carry explosives, or to carry radioactive material for research, education, development or industrial purposes, or for purposes incidental thereto;

d) the Described Vehicle is used as a taxicab, public omnibus, livery, jitney or sightseeing conveyance or for carrying passengers for compensation or hire; provided that the following uses shall not be deemed to be the carrying of passengers for compensation or hire;

i) the use by the Insured of his Described Vehicle for the carriage of another person in return for the former's carriage in the Described Vehicle of the latter;

ii) the occasional and infrequent use by the Insured of his Described Vehicle for the carriage of another person who shares the cost of the trip;

iii) the use by the Insured of his Described Vehicle for the carriage of a temporary or permanent domestic servant of the Insured or his spouse;

iv) the use by the Insured of his Described Vehicle for the carriage of

v) the occasional and infrequent use by the Insured of his Described clients or customers or prospective clients or customers; Vehicle for the transportation of children to or from school or school activities conducted within the educational program.

#### ADDITIONAL EXCLUSIONS

The Insurer shall not be liable for any loss, damage, expenses or costs:

a) incurred before the date on which the Described Vehicle is delivered to the Insured;

b) incurred before the Effective Date or after the Expiration Date of the Finance Contract;

c) incurred after the Expiry Date of this Policy;

d) incurred during or after a repossession or seizure of the Described Vehicle; where there is a false declaration for this Policy, a falsification of one or more documents or any fraudulent act by the Insured or on the Insured's behalf; caused in an incident:

- if you are unable to maintain proper control of the Described Vehicle because you are driving or operating the Described Vehicle while under the influence of intoxicating substances;

- if you are convicted of one of the following offences under the Criminal Code of Canada relating to the operation, care or control of the Described Vehicle, or committed by means of a Described Vehicle, or any similar offence under any law in Canada or the United States:

o causing bodily harm by criminal negligence;

o dangerous operation of motor vehicles; or

o failure to stop at the scene of an accident;

e) for stolen or damaged vehicles that do not constitute a Total Loss as determined by the insurer under the Underlying Policy;

f) if the Described Vehicle has not been continuously Insured by an Underlying Policy for the entire term of this Policy; g) occurring outside of Canada or the Continental United States; An intentional or criminal act or failure to act by:

- Any person insured by this Policy; or

- Any other person at the direction of any person insured by this Policy.

- g) the Insured or anyone the Insured gives permission to drive or operate the Described Vehicle is convicted of a Criminal Code of Canada offence relating to the operation, care and control of the Described Vehicle or committed by means of the Described Vehicle, or any similar offence under any law, including dangerous driving or driving while under the influence of alcohol and or drugs;
- h) for any consequential losses, including towing fees and vehicle rentals; not covered by the Insured's Underlying Policy; that is, or relates to, missed or delinquent finance payments;
- i) from any fraudulent or dishonest act committed by the Insured or with the Insured's knowledge or consent.
- j) for the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense; and from contamination by radioactive materials.
- k) from any other debt not associated with Your Trade-in vehicle at the time of purchase.

Trailers and recreational vehicles including boats, out-board motors, fifth wheels, motor homes, truck campers and pop-up campers. Finance penalty charges, closed end loan prepayment penalties or similar. for any Amount Financed in excess of the Total Qualifying Amount.

These exclusions apply whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

#### GENERAL PROVISIONS

1. Amount Financed must be equal or less than the Total Qualifying Amount at the time of application for the Described Vehicle.

#### 2. IN THE EVENT OF A CLAIM

In the event of a Claim, the Insured is to contact their dealership correspondent (Business manager) in order to submit claim to the following e-mail address: Aviva@assistancesolutions.ca. Your dealership contact has the form on hand listing all documents required.

#### AUTOMOBILE DEFINED

In this Policy except where stated to the contrary the words "Described

Vehicle" shall have the same meaning as found under Definitions and

- a) neither the Insured nor his or her spouse or common law partner is driving such automobile in connection with the business of selling, repairing, maintaining, servicing, storing or parking automobiles; and
- b) such other automobile is not used for carrying passengers for compensation or hire or commercial delivery or any other business or commercial use.

5. This Policy will be rendered void if the Underlying Policy on the Described Vehicle is not in force at the time of the Total Loss.

6. This Policy is limited to a maximum Coverage Term of ninety-six (96) months for Financed Vehicles and may not be extended beyond the Coverage Term, for any reason.

7. Only the Insured is covered under this Policy; no rights are transferable or assignable.

8. Only the Insurer can settle or authorize a Claim under this Policy.

9. The Insured must provide proof of the Actual Cash Value settlement from the insurer of the Described Vehicle under the Underlying Policy.

10. No payment will be made if the Insured has intentionally failed to disclose or misrepresented any material fact or circumstance relating to the loss or damage.

11. This Policy is in excess of all other sources from which the Insured may benefit including insurances, warranties, other coverages or refunds.

12. This Policy is only valid for Total Losses occurring and covered by the Underlying Policy covering the Described Vehicle during the Coverage Term.

13. If the Actual Cash Value Total Loss settlement with respect to the Described Vehicle by the insurer on the Underlying Policy is decreased because of a failure to disclose or a misrepresentation by the Insured or because of unrepaired prior damage, the settlement may be adjusted (sometimes by using the Canadian Black Book) in accordance with the adjustments of the insurer of the Described Vehicle under an Underlying Policy.

14. The benefit is paid in Canadian currency.

15. Right of verification: the Insurer and Broker reserve the right to verify any information provided by the Insured prior to this Policy taking effect. The Insured shall agree beforehand to provide the Broker with a written authorization allowing it to obtain all relevant information prior to this Policy taking effect. In the event of a Claim, the Claims Administrator reserves the right to verify any information provided by the Insured prior to determining any benefits under this Policy.

16. Minimum Coverage Required by Underlying Policy: You must obtain and maintain an Underlying Policy covering the Described Vehicle for first party physical damage coverage that, at a minimum, includes the peril of fire, theft and collision/upset.

17. In no event shall the Amount Financed of the Described Vehicle exceed one hundred and fifty thousand dollars (\$150,000), including taxes.

#### STATUTORY CONDITIONS

In these statutory conditions, unless the context otherwise requires, the word "insured" means a person insured by this contract whether named or not.

The conditions set forth in this section shall be deemed to be part of every contract in force in the province of Ontario and shall be printed in English or French in every policy with the heading "Statutory Conditions" or "Conditions IÃ©gales", as may be appropriate, and no variation or omission of or addition to any statutory condition is binding on the Insured. All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils insured under this policy except as these Conditions may be modified or supplemented by the provisions of the said policy or by forms or endorsements which may be attached.

#### 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 of 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

Unless otherwise specifically stated in the contract, the Insurer is not liable for loss or damage to property owned by any person other than the Insured, unless the interest of the Insured therein 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 Act (Canada) or change of title by succession, by operation of law, or by death.

### 4. Material Change

Any change material to the risk and within the control and knowledge of the Insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local agent, and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such a payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

### 5. Termination

(1) This contract may be terminated:

(a) by the Insurer giving to the Insured fifteen days notice of termination by registered mail or five days written notice of termination personally delivered.

(2) Where this contract is terminated by the Insurer:

(a) the Insurer shall refund the excess of premium actually paid by the insured over the proportionate premium for the expired time, but in no event, shall the proportionate premium for the expired time be deemed to be less than any minimum retained premium specified; and

(b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

(3) The refund may be made by money, postal or express company money order or cheque payable at par.

(4) The fifteen days mentioned in clause (1)(a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

### 6. Requirements After Loss

(1) Upon the occurrence of any loss of or damage to the insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11:

(a) forthwith give notice thereof in writing to the Insurer;

(b) deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration:

(i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, cost, actual cash value and particulars of amount of loss claimed,

(ii) stating when 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,

(iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,

(iv) showing the amount of other insurances and the names of other insurers,

(v) showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,

(vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,

(vii) showing the place where the property insured was at the time of loss,

(c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;

(d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract;

(2) The evidence furnished under clauses 1(c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions.

### 7. Fraud

Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars vitiates the claim of the person making the declaration.

### 8. Action

Where permitted by law, every action or proceeding against the Insurer for the recovery of a claim, under or by virtue of this contract, shall be absolutely barred unless commenced within one year \* next after the loss or damage occurs.

\*Two years in the Yukon Territory and in the Provinces of Ontario and Manitoba.

### 9. Notice

Any 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. Written notice may be given to the Insured named in the contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this condition, the expression "registered" means registered in or outside Canada.

### LOYALTY CREDIT

Loyalty Credit of \$500.00 specifications:

(i) 30 day limit on new vehicle purchase.

(ii) Purchase must be made through same retailer/dealership

(iii) Copy of ownership and new bill of sale with same name must be provided.

(iv) Payable to dealership AND client, provided all documents have been received by First Class Warranty.

(v) Loyalty credit will only apply in the event of a payout (excluding primary insurer)

In the event of a claim payout: Remaining GAP balance (as determined by the adjuster per underwriting guidelines) will be mailed to the client and payable to the listed Lien holder on the finance contract and the GAP certificate.

