# VALVOLINE PROFESSIONAL SERIES SERVICE PLUS PROGRAM LIMITED LIFETIME GUARANTEE



# **PROGRAM DESCRIPTION**

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THIS LIMITED LIFETIME GUARANTEE FOR VALVOLINE PROFESSIONAL SERIES QUALIFIED PRODUCTS AND SERVICES IS BETWEEN THE VPS SERVICE GUARANTEE HOLDER (ALSO "YOU" OR "YOUR") AND VALVOLINE CANADA, A DIVISION OF ASHLAND CANADA CORP. ("VALVOLINE") AND DOES NOT EXTEND THE VEHICLE MANUFACTURER'S WARRANTY. UNDER THE VALVOLINE PROFESSIONAL SERIES ("VPS") SERVICE PLUS PROGRAM LIMITED LIFETIME GUARANTEE ("VPS SERVICE GUARANTEE"), VALVOLINE WILL PAY THE REASONABLE EXPENSES FOR REPAIR OR REPLACEMENT OF COVERED PARTS AND ASSOCIATED LABOUR TO RESTORE THE COVERED PARTS TO OPERATION UP TO THE APPLICABLE COVERAGE AMOUNT SPECIFIED BELOW AND SUBJECT TO THE OTHER EXCLUSIONS, LIMITATIONS, TERMS, CONDITIONS, ELIGIBILITY REQUIREMENTS AND CONSUMER OBLIGATIONS SET FORTH IN THIS VPS SERVICE GUARANTEE. THIS VPS SERVICE GUARANTEE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, OTHER THAN THOSE LEGAL WARRANTIES PROVIDED FOR UNDER PROVINCIAL LAW WHICH CANNOT BE WAIVED.

This VPS Service Guarantee gives the VPS Service Guarantee Holder specific legal rights. The VPS Service Guarantee Holder may also have other rights which vary from province to province. This VPS Service Guarantee is subject to the terms and conditions described herein and is separate from the vehicle manufacturer's warranty.

#### VEHICLE ELIGIBILITY, COVERAGE LIMITATIONS AND SERVICE REQUIREMENTS:

This VPS Service Guarantee covers only legally registered passenger cars, vans, motorcycles, SUV's and pick-up trucks with a Gross Vehicle Weight ("GVW") of 5,670 KG (12,500 pounds) or less. If covered vehicle is used for towing a trailer or other vehicle or object, this VPS Service Guarantee is not in effect unless covered vehicle is equipped with factory-installed tow package or equal.

To activate this warranty and comply with the terms of this product and service warranty, the VPS Service Guarantee Holder must have the qualified services listed and described below performed on their vehicle within the mileage thresholds described herein. Level and protection are determined by vehicle's mileage at time you first become a customer under the VPS Service Guarantee.

Each dollar amount stated below refers to the maximum dollar amount that Valvoline is liable to reimburse the repair facility or you for the cost of work performed on your vehicle in connection with the applicable Covered Service and each such amount excludes any applicable taxes. Only the Covered Parts of a vehicle related to the Covered Services actually performed and that are damaged as a result of the failure of a Valvoline brand product used during a Covered Service to properly lubricate or clean the damaged Covered Part, are eligible for coverage by this Product and Service Warranty.

Coverage amounts are limited based on the mileage at which the first applicable Covered Service is performed for each service. The Continuing Service Requirements must be followed to maintain coverage.

- 1. Level One / Limitation of liability up to \$4,000: To get level one coverage, the first service(s) under the VPS Service Guarantee must be: (a) performed within sixty thousand (60,000) km driven on the qualified vehicle as shown on the odometer; and (b) performed by a professional technician. This VPS Service Guarantee will only take effect the later of 800 km after or 4 weeks after the first Covered Service(s) has been performed by a professional technician for the applicable Covered Service(s). Level One Coverage of the Covered Parts related to each component service is limited to a lifetime maximum of \$4,000.
- 2. Level Two / Limitation of liability up to \$2,000: To get level two coverage the first service(s) under the VPS Service Guarantee must be (a) performed between sixty thousand and one (60,001) km and eighty thousand (80,000) km driven on the qualified vehicle as shown on the odometer; and (b) performed by a professional technician. This VPS Service Guarantee will only take effect the later of 800 km after or 4 weeks after the first Covered Service(s) has been performed by a professional technician for the applicable Covered Service(s). Level Two Coverage of the Covered Part related to each component service is limited to a lifetime maximum of \$2,000.
- 3. Level Three / Limitation of liability up to \$1,000: To get level three coverage the first service(s) under the VPS Service Guarantee must be (a) performed between eighty thousand and one (80,001) km and one hundred and twenty thousand (120,000) km driven on the qualified vehicle as shown on the odometer; and (b) performed by a professional technician. This VPS Service Guarantee will only take effect the later of 800 km after or 4 weeks after the first Covered Service(s) has been performed by a professional technician for the applicable Covered Service(s). Level Three coverage of the Covered Parts related to each component service is limited to a lifetime maximum of \$1,000.
- 4. Level Four / Limitation of liability up to \$500: To get level four coverage the first service(s) under the VPS Service Guarantee must be (a) performed between one hundred and twenty thousand and one (120,001) km and one hundred and sixty thousand (160,000) km driven on the qualified vehicle as shown on the odometer; and (b) performed by a professional technician. This VPS Service Guarantee will only take effect the later of 800 km after or 4 weeks after the first Covered Service(s) has been performed by a professional technician for the applicable Covered Service(s). Level Four coverage of the Covered Parts related to each component service is limited to a lifetime maximum of \$500.

Coverage is based on a per component basis, so depending on when you first have a Covered Service provided, your coverage limit may be different for the Covered Parts related to the Covered Service. For example, you could have a limit of \$4,000 on parts covered under a Transmission Service and a limit of \$2,000 on parts covered under a Coolant Service depending on when you first performed each Covered Service.

Payment of claims under this VPS Service Guarantee is limited to the Manufacturer Warranty Labor Rate and Manufacturer Warranty Labor Hours as set forth in the Chilton's Flat Rate Guide or other industry accepted rate guide (i.e. Alldata), along with the actual Original Equipment Manufacturer (OEM) listed cost or the actual cost of replacement parts of like kind and quality, to make the necessary repairs or to replace any irreparably damaged Covered Parts.

#### **CONVERSION FROM AN EXISTING PROGRAM**

In the event that coverage from a previous Service Chemical Warranty, Protection Plan, or other

approved Aftermarket Service Chemical Program exists (excluding OEM extended warranties), coverage under this VPS Service Guarantee will continue upon one of the respective 4 Levels offered herein (determined by mileage of vehicle at time of joining previous and existing program), providing the vehicle has been maintained in accordance to the terms, duration, and extension of any existing Service Chemical Warranty or Protection Plan (excluding OEM extended warranties). Once the previous coverage has been converted to the VPS Service Guarantee, then all terms, duration, and extensions are to be upheld using VPS services and products to continue coverage. Conversion and coverage from any previous Service Chemical Warranty to this VPS Service Guarantee is limited to one time only per vehicle.

# **CONTINUING SERVICE REQUIREMENT INTERVALS**

- 1. <u>50,000 KM INTERVAL</u>. FOLLOWING THE FIRST SERVICE UNDER THE VPS SERVICE GUARANTEE, ALL OBLIGATIONS TO YOU UNDER THE VPS SERVICE GUARANTEE WILL CEASE UNLESS YOU HAVE EACH OF THE FOLLOWING SERVICES PERFORMED ON THE VEHICLE WITHIN FIFTY THOUSAND (50,000) KM OF THE PREVIOUS SERVICE FOR SUCH ITEMS:
  - VPS Automatic Transmission Service
    - VPS Coolant Service
  - VPS Driveline Front & Rear Differential Service
  - VPS Driveline Manual Transmission, Transaxles, and/or Transfer Case Service
  - VPS Engine Cleaning Service
  - VPS Power Steering System Service
     VPS Fuel Control
  - VPS Fuel ServiceVPS Brake Fluid Service
- 2. <u>25,000 km interval</u>. Following the first service under the VPS service guarantee, all obligations to you under the VPS service guarantee will cease unless you have each of the following services performed on the vehicle within twenty-five thousand (25,000) km of the previous service for such items:

#### • VPS Top Treat Oil System Cleaner

- 3. <u>8,000 km interval</u>. Following the first service under the VPS service guarantee, all obligations to you under the VPS service guarantee will cease unless you have each of the following services performed on the vehicle within eight thousand (8,000) km of the previous service for such items:
  - VPS Engine Additive Service
  - VPS Fuel Additive Service

A Grace Period of eight hundred (800) km is extended to maintain service interval compliance within this VPS Service Guarantee. For example if you go 50,750 km between a Power Steering System Service, you will not lose coverage under the VPS Service Guarantee. This Grace Period is valid on all qualified VPS service interval requirements as well as the initial service requirement.

All services referred to in this VPS Service Guarantee must be performed at a licensed professional service center using Valvoline Professional Series branded products and OEM specification fluids. You may not change your own oil or perform your own fluid services on the components covered in this VPS Service Guarantee. **ALL OBLIGATIONS TO YOU UNDER THE VPS SERVICE GUARANTEE CEASE IF YOU PERFORM YOUR OWN SERVICES.** 

#### **COVERED SERVICES:**

The VPS Service Guarantee includes the following services (the "Covered Services"):

- Automatic Transmission Service: VPS Automatic Transmission Service utilizes automatic transmission fluid exchange equipment and Valvoline Professional Series Transmission Cleaner product to flush deposits from transmission components, remove the old fluid and replace with new transmission fluid meeting 0EM specifications and Valvoline Professional Series Automatic Transmission Conditioner, Protector and Sealer to help prevent leaks and extend the life of your transmission. Eligible Kit includes 502881.
- 2. Cooling System Service: VPS Cooling System Service utilizes antifreeze coolant exchange equipment and VPS Radiator Cleaner (502835) to clean the entire cooling system by flushing the old worn out coolant and contaminants from the system. The system is refilled with new coolant meeting OEM specifications and VPS Water Pump Lubricant and Protector (502836) to prevent rust corrosion, and contaminant build up. Eligible kit includes 502876.
- 3. Power Steering System Service: VPS Power Steering Service utilizes power steering fluid exchange equipment and Valvoline Professional Series Power Steering Cleaner (502875) to remove the old power steering fluid and contaminants from the system. Old fluid is replaced with Valvoline's Synthetic-Blend Power Steering Fluid (502874). Eligible Kits include 502881.
- 4. Driveline Front & Rear Differential Service: VPS Differential Service utilizes differential fluid (gear oil) exchange equipment and Valvoline Professional Series Synthetic Gear Oil pre-loaded with limited-slip additive. Eligible Kits include 819195, 819196, 667859. These may be used along with VP011.
- 5. Driveline Manual Transmissions, Transaxles, and/or Transfer Case Service: Manual Transmission, Transaxles, and/or Transaxle Service utilizes appropriate fluid extraction equipment to effectively remove all of the old, contaminated fluid and replaces it with Valvoline Professional Series Synthetic Manual Transmission Fluid (508216). Eligible Kits include 508216. This may be used along with 667859.
- 6. Fuel System Service: VPS Fuel Services (for gasoline engines only) utilizes appropriate tools to enter and effectively clean the vehicle's fuel injectors, intake valves, combustion chambers, ports, cylinder heads, and piston tops using Valvoline Professional Series Fuel Cleaner. Eligible Kits include 502879, 718720, 717634 and 718891 for gasoline engines.
- 7. Engine Cleaning Service: VPS Engine Cleaning Service utilizes Valvoline Professional Series Solvent-Free Complete Oil System Cleaner (VP051) to effectively remove virtually all of the old, contaminated oil within the crankcase and effectively remove accumulated sludge and deposits. Eligible Products include VP051 only.

- Top Treat Oil System Cleaner: Valvoline Professional Series Top Treat Oil System Cleaner (806221) is designed to dissolve and remove sludge from engines. Eligible products include 806221 only.
- **9. Engine Additive Service:** VPS Engine Additive Service utilizes Valvoline Professional Series Oil Treatment/Additive along with every oil and oil filter change. Eligible Product includes 571214. Oil and filter must be changed no later than every 8,000 km at a VPS licensed professional service center.
- 10. Fuel Additive Service: VPS Fuel Additive Service utilizes Valvoline Professional Series Super Concentrated Fuel Injector Cleaner (715572). This product contains synthetic cleaners to remove deposits from intake valves, fuel injectors, ports and carburetors. Eligible Products include 715572 only.
- 11. Brake fluid Service: VPS Brake Fluid Service utilizes brake fluid exchange equipment and VPS Premium-Dry, Synthetic Brake Fluid (608334) to clean nearly the entire brake fluid system by flushing out the old, contaminated brake fluid and contaminants from the system. The system is refilled with new VPS Premium-Dry Brake Fluid meeting and exceeding 0EM DOT 3 & 4 specifications. Eligible Products include 608334 only. DOT 5 applications are not included in this VPS Service Guarantee.

Eligible product numbers are subject to update or change in Valvoline's discretion without notice.

# **COVERED PARTS:**

The VPS Service Guarantee applies to the Covered Parts for each service in the manner described below. For all covered services, a Valvoline or Valvoline Professional Series branded fluid must be used, in addition all fluids must meet OEM minimum specifications and requirements in the covered component.

- 1. Automatic Transmissions: The VPS Service Guarantee applies to the lubricated parts contained within the automatic transmission housing or case. The transmission housing is covered only when damaged by an internally lubricated part that is covered under the VPS Service Guarantee. Leaking transmission seals and gaskets are not covered.
- 2. **Cooling Systems:** The VPS Service Guarantee applies to the heater core, water pump, freeze plugs, and radiator. Hoses, clamps, thermostats, reservoirs and engine components are not covered.
- 3. Power Steering: The VPS Service Guarantee applies to the lubricated parts contained within the power steering gearbox or rack and power steering pump. Hoses, belts, brackets, reservoirs, seals and leaking gaskets are not covered.
- 4. Driveline Front and/or Rear Differentials: The VPS Service Guarantee applies to the lubricated parts contained within the differential housing or case. The housing or case, axle bearing(s), U-joint(s), boot(s), and CV Joint(s) are not covered by this VPS Service Guarantee unless damaged due to failure of a Covered Part.
- 5. Driveline Transfer Case: The VPS Service Guarantee applies to only the lubricated parts contained within the transfer case. The housing or case, U-joint(s), CV joints(s), and driveshaft(s) are not covered by this VPS Service Guarantee unless damaged due to failure of a Covered Part.
- 6. Driveline Manual transmissions/Transaxles: The VPS Service Guarantee applies to only the lubricated parts contained within the transmission/transaxle case. The case, flywheel, clutch plate, pressure plate, U-Joint(s), CV Join(s), and driveshaft(s) are not covered by this VPS Service Guarantee unless damaged due to failure of a Covered Part.
- 7. Fuel Services: The VPS Service Guarantee applies to Fuel Injectors, oxygen sensors and PCV (only malfunctions due to deposits) in gasoline engines only.
- 8. Engine Cleaning & Additive Service: The VPS Service Guarantee applies to Pistons, Rings, Timing Gears or Sprockets, Valve Lifters, Cylinder Liners or Bores, Push Rods, Turbo Bearings, Wrist Pins and Bushings, Distributor Drive Gear, Cam Shafts and Bearings, Rods and Rod Bearings, Oil Pump, Rocker Arms and Pivots, Crankshaft and Bearings, Intake Valves and Guides. The Timing Belt or Timing Chain is not covered under this VPS Service Guarantee.
- 9. Brake Fluid System: The VPS Service Guarantee applies to all mechanical brake fluid lubricated parts and includes (and is limited to) the calipers, master cylinder, and brake actuators. Brake system seals and gaskets are not covered under this program. Only vehicles requiring either DOT 3 or DOT 4 brake fluid may be covered under this VPS Service Guarantee.

# LIMITATIONS AND EXCLUSIONS:

The VPS Service Guarantee is subject to the following limitations and exclusions:

- 1. Claims also covered by the vehicle's manufacturer warranty or any extended service contract or warranty are excluded from the VPS service guarantee. However, in the event of a claim otherwise covered under the vehicle's manufacturer's warranty, any extended service contract or warranty, and if the VPS service guarantee holder has complied with all of the terms and conditions of the VPS service guarantee, then Valvoline will reimburse the customer for payment of the deductible amount under the manufacturer's warranty, extended service contract or warranty (vehicle owner's required payment) up to but not exceeding the maximum amount of protection expressed within this VPS service guarantee.
- To the extent permitted by law, any implied warranties of merchantability and/or fitness for a
  particular purpose created hereby are limited in duration to the same duration as this express
  written product and service warranty.
- 3. Valvoline shall not be liable for any incidental or consequential damages, losses, injuries, or costs of any nature whatsoever arising directly or indirectly either from any damage caused to a covered part or from any repair or replacement covered by this product and service warranty except as provided in this express written warranty.
- 4. This product and service warranty relates to Valvoline professional series products and covered services and does not apply to the cost of parts that fail for any reason unrelated to Valvoline professional series products and covered services, including mechanical failure or "wear and tear."
- 5. Vehicles that have been modified for or used in competition, or those in agricultural use are excluded from the VPS Service Guarantee.
- If the vehicle odometer has been changed or altered or if odometer has ceased to function, protection under the terms of this VPS Service Guarantee is null and void.
- This VPS Service Guarantee covers only legally registered passenger cars, vans, motorcycles, SUVs and pick-up trucks with a GVW of 5,670 KG (12,500 pounds) or less.
- 8. This VPS Service Guarantee excludes the use of in-house maintenance/repair facilities.
- 9. In the case of a leased vehicle, the lessee must be primarily obligated for repairs and maintenance.

- 10. If covered vehicle is used for towing a trailer or other vehicle or object, this VPS Service Guarantee is not in effect unless covered vehicle is equipped with factory-installed tow package or equal.
- 11. Claims that are the result of: collision or other accident; theft; vandalism; riot; explosion; earthquake; lightning; freezing; overheating; internal or external fire; water or flood damage (including prior flood damage); negligent, reckless, knowing or intentional damage caused by a party other than Valvoline; timing belt failure; improper service or maintenance; defect attributable to the vehicle manufacturer; improper installation of any part; fluid contamination (i.e., coolant, fuel, water or foreign material); or the failure to keep the motor oil and engine coolant at levels prescribed by the manufacturer are excluded from the VPS Service Guarantee. Valvoline may refuse payment of any claims that otherwise comply with the terms of this VPS Service Guarantee where Valvoline believes in good faith that one or more of these causes contributed to the damage claimed.
- Pre-existing conditions, damage to system components prior to the service are excluded from the VPS Service Guarantee and may be verified through independent parts analysis by Valvoline or its Administrator.
- 13. To keep this VPS Service Guarantee in effect you must have all receipts and repair orders for maintenance and services required by this VPS Service Guarantee. Failure to furnish all necessary records will render this VPS Service Guarantee null and void. If (i) you are a resident of the Province of Québec; and (ii) you are not the original owner of the vehicle, if you are unable to furnish to Valvoline all receipts and orders for maintenance and services required by this VPS Service Guarantee for the period prior to your purchase of the vehicle, Valvoline or its Administrator may, in its sole discretion and at its own cost, conduct an independent verification of your vehicle and its system component(s) through independent parts analysis to confirm your eligibility for benefits (including confirming whether service was conducted in accordance with the terms of this VPS Service Guarantee) under this VPS Service Guarantee.
- 14. Rental vehicle costs incurred during repair of a covered part are not covered by this VPS Service Guarantee.
- 15. Valvoline may in its sole discretion require that the vehicle be repaired at a certified repair facility or performed by an Provincially Licensed or ASE Certified Mechanic.
- 16. Federal Sales Tax (GST), Provincial Sales Tax, Harmonized Sales Tax (HST), local tax, storage fees, shop supplies, core charges, environmental or recycling fees and diagnosis are not covered as part of the VPS Service Guarantee.
- 17. Any damage that occurs prior to the first Covered Service date or results from a condition that existed prior to the first Covered Service date is excluded from the VPS Service Guarantee. Timing and cause of damage may be verified through independent parts analysis by Valvoline or its Administrator.
- 18. Failure of a Covered Part that is the subject of a then-effective public recall, factory service bulletin or technical service bulletin is excluded from the Program.
- 19. Failure of a Covered Part that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means (such as public recalls, factory service bulletins or technical services bulletins), that the manufacturer will repair at its expense or that is related to any pending legal proceeding against the manufacturer will not be covered by the VPS Service Guarantee.
- 20. Any damage to a Covered Part that is caused by the failure of an electronic control part or other part (whether it is a Covered Part or not) that does not come in contact with a Valvoline product as part of a Covered Service is excluded from the VPS Service Guarantee.

# CLAIMS PROCEDURE:

In the event of a claim you must submit all required information listed below to Valvoline for review via one of the following methods: email: VALSUPPORT@ASHLAND.COM, Fax: 859-357-5001 or by notifying your Valvoline Sales Representative, prior to having any repairs made. Please call 1-877-VPS-1247 (1-877-877-1247) for additional information or for claim forms. Any repairs done without Valvoline Administrator authorization will not be covered under the VPS Service Guarantee. You must protect the vehicle from further damage.

# You must provide the Claims Administrator with the following information:

- 1. All service repair orders showing vehicle was serviced as required in the terms and conditions of this VPS Service Guarantee. You must protect the vehicle from further damage.
- All service repair orders/receipts showing vehicle was serviced as required in the terms and conditions of **previous** protection or service warranties (excluding OEM extended warranties) and proof of previous plan (if applicable).
- 3. A complete statement of damage and an estimated repair cost statement.
- 4. Vehicle purchase date verification or lease agreement if vehicle is leased.
- 5. If requested, the damaged parts along with a sample of system fluid must be shipped as directed by the Administrator for analysis to:

Valvoline Technical Laboratory

251 Yorkshire Lexington, KY 40509 USA

This VPS Service Guarantee and benefits are transferable if vehicle ownership changes. Only authorized repairs made to vehicles operated in Canada or the United States of America are eligible for benefits under this VPS Service Guarantee. This VPS Service Guarantee does not cover any incidental or consequential damages. Valvoline is only responsible for the cost of repairs it approves.

# **ARBITRATION:**

All disputes arising in connection with this VPS Service Guarantee shall be settled by arbitration. If you are domiciled in the Province of Québec, you may agree to refer such disputes to arbitration at the time when they arise. The following terms shall apply to arbitrations: (i) arbitration shall be held in Toronto, Ontario or the provincial capital of your province of residence and conducted in the English language or, if you are domiciled in the Province of Quebec, in the French language, at your option, in accordance with the rules of the American Arbitration Association; (ii) judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction or application may be made to any such court of judicial acceptance of the award and an order of enforcement, as the case may be; (iii) the costs of such arbitrator(s) shall be borne equally by the parties, provided, however, that each party shall bear its own expense in prosecuting or defending a claim; and provided further that the arbitrator(s) shall assess the costs and expenses of an arbitration proceeding against a party if the arbitrator(s) determine that the prosecution or defense of a claim was frivolous in nature.