



## PREMIUM AUTO APPEARANCE POLICY

# Terms & Conditions

### 1. DEFINITIONS

Terms and Conditions together with the completed Registration Page constitute the entire agreement between You and We Care Auto relating to the subject matter hereof. The sections and paragraph headings used in this Contract are used for convenience only and do not in any way affect the interpretation of this Contract. Subject to all information listed on the Registration Page is correct, we guarantee section 6 of Schedule Services will be completed by We Care Auto.

Any reference to the terms "We", "Us" mean We Care Auto. Any reference to the terms "You" and "Your" mean the Customer whose information appears on the Registration Page.

In this Contract, the following terms shall have the meaning set opposite each:

**Chemical Causes** – relates to imperfections caused as a result of exposure to any type of chemical, including, but not limited to, solvents, cleaning agents or paint.

**Detailing** – refers to the application of techniques or materials employed by We Care Auto in the course of its normal business for the purposes of addressing Panel Imperfection, Interior Imperfections, and Cosmetic Rim Imperfections (if this optional service is purchased). "Detailing" shall not include the application of techniques or materials to address issues outside the definitions of the specific imperfections referenced in this definition, including but not limited to imperfections resulting from Chemical Causes, Environmental Causes, Pre-Existing Imperfections, as well as any other exclusions listed throughout this Contract.

**Environmental Causes** – relates to imperfections resulting from the exposure of the Vehicle to the elements and other environmental issues, including, but not limited to, rain, snow, water, sun, hail, smoke, mold, mildew, or wind-blown objects.

**Fee** – The Fee shall be a sum agreed upon between We Care Auto and the Dealer, excluding GST, PST, and any other taxes. For the sake of clarity, the Fee referred to in this Contract shall be based on the per contract price that was paid to We Care Auto by the Dealer and shall not have any relationship to any amount stipulated for the services included in this Contract that was paid by You to the Dealer.

**Pre-Existing Imperfections** – relates to imperfections existing on or in respect of the Vehicle prior to the commencement of the Term.

**Registration Page** - means the numbered document which is the cover page and forms part of this Contract. It lists information regarding You, the Vehicle, the Services purchased and other relevant information.

**Services** - means the services that You have purchased, as shown on the Registration Page.

**Vehicle** - means the vehicle described on the Registration Page.

**Warranty** – means any warranty provided by the Vehicle's original manufacturer, any seller's warranty or guarantee, any insurance, any third party warranty and any extended service contract, but for the sake of clarity, does not include this Contract.

## 2. CONTRACT TERM

This Contract shall commence upon the Contract Purchase Date and shall expire upon the end of the term selected on the `Registration Page`.

## 3. SERVICE

The Services Information section of the Registration Page specifically identifies the particular Service applicable to this Contract that You have purchased. Such Services are more fully described within the Schedule of Services.

## 4. LIMITS OF LIABILITY; DISCLAIMERS

Our maximum, combined liability under or in connection with this Contract shall in no event exceed the applicable limits set out in the Schedule of Terms and Conditions as applicable to the Services. Except as expressly provided in this Contract. We expressly disclaim and shall not be bound by any representation, condition, statement or warranty, whether express or implied, statutory or otherwise, including without limitation, any warranty of merchantability or fitness for particular purpose. In no event shall We be liable for any special, indirect, or consequential damages.

## 5. TERRITORY

This Contract applies only to loss or damage that occurs, and repairs made within Canada.

## 6. SCHEDULE OF SERVICES

This Contract applies only to imperfections that occur, and repairs made within Canada.

### Service Conditions

Subject to the terms and conditions of this Contract, including without limitation, the applicable exclusions and limits contained in this section 6 and elsewhere under this Contract, some or all of the following services (as applicable to the Services as shown on the Registration Page) will be provided by Us for the Vehicle during the term of this Contract. You or the selling dealer representative must contact Us in order to request any Services to which You are entitled.

We shall have no obligation or liability for repairs not authorized in advance by Us. Replacement parts may be new, remanufactured or of like kind and quality at the sole discretion of Us.

### **Program A - We Care Wrap Protection**

#### **A. (1.a) We Care Exterior Protection *Environmental Paint***

Exterior painted surfaces discolor, fade or oxidize excessively (in the sole discretion of We Care Auto) solely due to road salts, the adverse effects of the sun, acid, rain, tree sap, insects or bird droppings.

#### **A. (2.b) We Care Interior Protection *Environmental Interior***

Treated interior leather or vinyl surfaces (excluding floor mats) become damaged by hardening, cracking or color fading due to normal usage, or treated interior fabric, leather or vinyl surfaces (excluding floor mats) become stained as a result of spill.

#### **A. (3.c) We Care Undercoating Protection *Anti-Perforation Undercoat***

Applied Anti-Perforation Undercoat peels or cracks, or the metal surfaces treated with the Anti-Perforation Undercoat perforate due to rust.

**A. (4.d) We Care Corrosion Control Rust Inhibitor Spray**

Applied Rust Inhibitor Spray to protect exterior sheet metal surfaces if in the event rust originated on the inside surface of the sheet metal panel was to corrode the exterior.

**If any of the products applied under Program A do not meet industry standards or advertised purpose, if resultant damage is caused:**

- a. As a result of mechanical breakdown or failure, We Care Auto will undertake the necessary repairs to rectify the issue; or
- b. As a result of any cause other than mechanical breakdown or failure, including by Chemical Causes, Environmental Causes, WCA will at their sole discretion refund the premiums paid under this policy

**Program B - We Care AutoCare**

We Care AutoCare holds an aggregate of \$5000 per claim with unlimited repairs per claim.

**B. (1.a) We Care AutoCare Exterior Protection**

Imperfections in the form of dents or dings to accessible exterior painted factory sheet metal body panels that can be remedied by the methods employed by We Care Auto. Does not include issues resulting from aftermarket alterations, Environmental Causes, Chemical Causes, Pre-Existing Imperfections, inaccessible imperfections, imperfections on metal which has been creased or edges where manufacturer bracing does not allow for repair using the paintless dent repair method employed by We Care Auto, damages with chipped paint, or dents in excess of four (5) inches in width or length, or imperfections that are too deep to repair using the paintless dent repair method employed by We Care Auto. We Care AutoCare Exterior Protection holds an aggregate of \$5000 per claim with unlimited repairs per claim.

**B. (2.b) We Care Auto Interior Protection**

Refers to accidental imperfections to factory interior upholstery, including leather, vinyl, and cloth, but does not include cuts or tears in excess of two (2) inches in length, Chemical Causes, Environmental Causes, Pre-Existing Causes. We Care AutoCare Interior Protection holds an aggregate of \$5000 per claim with unlimited repairs per claim.

**B. (3.c) We Care Auto Paint Chip Protection**

Imperfections in the form of a rock chip of any accessible exterior painted factory body panels, excluding tires, wheels, rims, aftermarket body panels, discoloration, Chemical Damage, Environmental Damage, Pre-Existing Damage, rock chips in excess of three (4) mm in length or an imperfection that cannot be repaired using the Rock Chip Repair method employed by We Care Auto.

**If any of the products applied under Program B do not meet industry standards or advertised purpose, if resultant damage is caused:**

- a. As a result of mechanical breakdown or failure, We Care Auto will undertake the necessary repairs to rectify the issue; or
- b. As a result of any cause other than mechanical breakdown or failure, including by Chemical Causes, Environmental Causes, WCA at their sole discretion, will refund the premiums paid under this policy.

## **Program C - We Care Rapid Road Hazard**

### **C. (1.a) We Care Auto Tires & Rims**

Includes the repair to factory wheel/rim brushed or painted surfaces caused by curb scuffing during routine parking maneuvers or road debris. We agree to be responsible for the costs associated with the repair of a damaged rim or tire; if unrepairable, We Care Auto will have a replacement cost aggregate of \$2500. Replace and Repair cost of Tire and Rim are a combined aggregate of no more than \$2500. We Care Auto will allow 1 event per year for repair non-retroactive and 1 replacement per policy.

### **If any of the products applied under Program C do not meet industry standards or advertised purpose, if resultant damage is caused:**

- a. As a result of mechanical breakdown or failure, We Care Auto will undertake the necessary repairs to rectify the issue; or
- b. As a result of any cause other than mechanical breakdown or failure, including by Chemical Causes, Environmental Causes, WCA at their sole discretion, will refund the premiums paid under this policy up to a maximum of \$2,500

## **Program D - We Care Key Fob**

We Care Auto agrees to be responsible for the costs associated with deprogramming and reprogramming of the Key or a new or refurbished key or remote, necessary as per the case. Repair the Key if required or provide purchase of a new or refurbished key or remote along with the service of reprogramming of said Key if the Key is not fixable. We Care Auto Key Fob holds an aggregate of a maximum \$2000 per claim and allows 1 event per year, non-retroactive.

## **7. POLICY EXCLUSIONS - This Contract shall have no application to, and included Services shall not be provided in respect of, any of the following:**

- For any repair or replacement involving the Vehicle when the damage or condition existed prior to the Contract Purchase Date.
- For any repair or replacement not specifically covered in the Schedule of Services, or for any repair or replacement that is specifically covered in the Schedule of Services but for which You have not purchased the services as identified on the Registration Page.
- For any loss or damage that occurs following the expiration or earlier termination of this Contract.
- For any loss or damage caused by or resulting from any single or multi-vehicle motor vehicle accident or collision regardless of cause or fault, or driver error.
- For any loss or damage caused by or resulting from fire, vandalism, riot, theft, protest, terrorism, explosion, lightning, earthquake, freezing, rust or corrosion, windstorm, tornado, hail, water, flood, sinkhole. or mudslide.
- For any loss or damage caused by or resulting from willful or intentional damage, misuse, abuse, negligence, racing, or competitive driving, lack of normal maintenance required by the manufacturer's maintenance schedule for the Vehicle, or improper servicing by You or any other repairer; or for any loss or damage caused as a result of any failure to take reasonable precaution to care for and/or protect the components covered by this Contract; or any loss or damage not considered to be accidental as determined by Us.

- For any loss or damage caused by or resulting from alterations made to the Vehicle or if You are using or have used the Vehicle in a manner not recommended by Us or the manufacturer.
- For any loss or damage to parts not originally equipped by the manufacturer or recommended by the manufacturer for the Vehicle, including but not limited to custom wheels/rims, aftermarket accessory kits, or seat protectors.
- For any liability for property damage, or for injury to or death of any person arising out of the operation, maintenance or use of the Vehicle described in this Contract, whether or not related to the parts covered or for loss of use, time, profit, inconvenience, or any other consequential loss or damage.
- For loss or damage when the responsibility for the repair or replacement is covered under the original warranty from the manufacturer or any insurance policy or parts warranty, or a repair's guarantee/warranty.
- For any loss or damage if the information provided by You, or the service facility, cannot be verified as accurate.
- For any loss or damage if the Contract Purchase Date is more than thirty (30) days after the date that You purchased or leased the Vehicle from the Selling Dealer.

## **8. PROCEDURE FOR SERVICE**

In order to obtain the services from We Care Auto, either contact your original selling Dealer, an authorized service facility, or We Care directly. We Care Auto can be reached by telephone (778) 860-7959, e-mail (info@wecareauto.ca), or by submitting a request for service online at <https://wecarefinance.ca/contact/us/>.

## **9. CONDITIONS OF SERVICE - You acknowledge and agree that:**

- Some services may require several appointments in order to resolve an imperfection;
- The completion of some Detailing services may require that You go without the use of the Vehicle for up to one(1) day;
- In many cases, it is impossible to resolve every imperfection You bring in for servicing. We Care Auto Inc will have fulfilled its obligation under this Contract if, the judgment of a We Care Auto Inc. technician, best efforts have been made to effect the services utilizing the techniques used by Us in the normal course of business;
- As We Care Auto Inc. does not include the washing/vacuuming of a vehicle in their Detailing services, You must clean/vacuum the area to be serviced prior to bringing the Vehicle in for servicing.

## **10. TRANSFER OF AGREEMENT**

We Care Auto Inc prohibits the purchase of any product policies attached to the Vehicle at time of purchase by the selling Dealer, to be transferred to a new vehicle sale under listed Registrars name. We do not allow a transfer of this agreement should the Registrar sell or gift this vehicle to a new owner.

## 11. TERMINATION

We Care Auto is represented and sold as a non-cancellable product and does not offer a grace period for cancellation. As stated on the Registration page, the consumer is responsible to read and acknowledge the terms and conditions of policy fully prior to purchase. We Care Auto is not responsible or obligated to cancel for misrepresentation or lack of duty to understand the policy prior to purchase. The Policy may only be terminated by We Care Auto should any of the events occur below;

- **if the Vehicle is written off, repossessed, or stolen;**
- **if the Vehicle is sold to a third party,;**
- **at the expiry of the term.**

## 12. EXCHANGE

We Care Auto offers an exchange policy on any product excluding; Theft protection, Asset Protection or Buyback Benefit should the consumer deem the coverage not suitable for their needs. We Care Auto allows up to a 30 day grace period to claim an exchange; the product must be of equal value or less. Consumers are eligible to exchange one product, one time within the 30 day grace period.

## 13. GENERAL PROVISIONS

- This Contract may be executed by any party hereto by his signing a counterpart hereof, each of which counterparts so executed shall be deemed to be an original, and such counterparts together shall constitute a single instrument.
- Headings and sections hereof are inserted for convenience of reference only and shall not affect the construction and interpretation of this Contract.
- This Contract shall be interpreted in accordance with the laws of the Province of British Columbia and the Province of Alberta and the courts of said Province shall have jurisdiction to hear all matters arising hereunder.
- This Contract constitutes the entire agreement between parties. This Contract may not be amended or modified in any respect, except in written instruments signed by both parties.
- You acknowledge that We Care Auto is not providing insurance, but rather, a prepaid service program for a fixed period of time during which We Care Auto will use proprietary and or sourced techniques and products to address cosmetic imperfections that can occur from time to time. Although We Care Auto will make reasonable efforts to resolve imperfections in accordance with the process outlined herein, We Care Auto cannot guarantee that imperfections will be removed using the services that We Care Auto provides and, accordingly, it is strongly recommended that You maintain, at all times, a comprehensive policy of automotive insurance with coverage for damage that might occur to the Vehicle.