



We Care Auto

POWERTRAIN MECHANICAL BREAKDOWN POLICY

Terms & Conditions

INTRODUCTION:

Parties The obligations arising out of this Vehicle Service Contract ("Agreement") are between the customer listed on the Registration Page ("Customer", "You" or "Your") and the Dealer listed on the Registration Page ("Dealer", "We", "Us", or "Our"). We have appointed We Care Auto ("We Care Auto") as the administrator of this Agreement.

PART ONE: Definitions

The following "Definitions" apply to the words and terms used in the Agreement and have the following stated meaning:

"Agreement" means and/or refers to this We Care Auto Mechanical Breakdown Policy, which includes the Registration Page and the Terms & Conditions.

"Agreement Coverage Period" means and/or refers to the period where coverage is provided under the Agreement as set out in Section 2.3, and taking into account both the Term and the Kilometer Limit.

"Agreement Retail Price" means and/or refers to the sum payable by you for this Agreement, as listed on the Registration Page, not including applicable taxes.

"Authorized Repair Facility" means and/or refers to a licensed repair facility pre-approved by We Care Auto.

"Claim" means and/or refers to all covered costs of Mechanical Failure at time of Repair visit.

"Commercial Purposes" means and/or refers to any vehicle that a Customer uses to conduct business and/or is titled or registered to a business such as: courier/small package delivery, driving school, hearse, contracting, realtor, shuttle, limousine, ride sharing services, public hire, daily rental, delivery of large parcels or goods, fleet usage, livery, road repair operations, route work, taxi, security, farming/agriculture, forestry, hauling, landscaping, mining/oil field use, off-road use, service repair, snow plowing, towing and vehicle carrier and any other similar or related usage, as deemed solely by We Care Auto.

"Commercial Purposes—Light Duty" means and/or refers to any vehicle used for Commercial Purposes primarily used on public (paved) roadways.

"Commercial Purposes—Medium Duty" means and/or refers to any vehicle used for Commercial Purposes on public (paved) roadways, non-publicly maintained roadways and off-road environments.

"Commercial Purposes—Heavy Duty" means and/or refers to any vehicle used for Commercial Purposes and is primarily used on non-publicly maintained roadways and off-road environments.

"Conventional Oil" means and/or refers to a petroleum based motor oil including semi synthetic oil which is a blend of synthetic and conventional oil and does not qualify as Full Synthetic Oil.

"Covered Parts" means and/or refers to the parts and/or Services described and listed in PART THREE of this Agreement.

"Covered Vehicle" means and/or refers to the vehicle, as described on the Registration Page, which is covered by this Agreement.

"Customer", "You" or "Your" means and/or refers to the customer described on the Registration Page who purchased or leased the Covered Vehicle, or the individual to whom this Agreement was properly transferred.

WE CARE AUTO INC.
400 – 1628 Dickson Avenue,
Kelowna, BC
V1Y 9X1

“Dealer”, “We”, “Us”, “Our” means and/or refers to the licensed (as applicable) seller of the Covered Vehicle, as identified on the Registration Page that sold this Agreement to the Customer.

“Deductible” means and/or refers to the first monetary portion, as listed on the Registration Page, that You are required to pay towards the repair cost due to Mechanical Failure.

“Exclusions” means and/or refers to parts/Services/ conditions as described in PART SIX and PART SEVEN that are not covered by this Agreement.

“Full Synthetic Oil” means and/or refers to a motor oil that uses a synthetic base stock rather than petroleum based.

“We Care Auto” means and/or refers to We Care Auto Corporation In the Province of British Columbia, who We have appointed as Administrator of this Agreement.

“Kilometer Limit” means and/or refers to the maximum number of kilometers, as listed on the Registration Page, for which coverage will be provided for a Covered Vehicle under this Agreement.

“Limit of Liability” means and/or refers to the maximum amount of any coverage or Service of the Agreement, and shall include all applicable taxes.

“Maintenance Obligations” means and/or refers to PART FOUR of this Agreement.

“Manufacturer Warranty” means and/or refers to the full factory warranty or the Powertrain warranty as provided by the manufacturer of the Covered Vehicle.

“Mechanical Failure” means and/or refers to the inability of a Covered Part to perform the function for which it was originally designed under normal service.

“Original In-Service Date” means and/or refers to the date the factory brand new vehicle first went into service by the original owner.

“Premium” means and/or refers to the current We Care Auto Mechanical Breakdown program level as listed in PART THREE Covered Parts and Services.

“Reasonable Cost” means and/or refers to charges to Repair or replace Covered Parts including labor at prevailing labor rates at an Authorized Repair Facility and according to the Current Industry Labor Guide using new, OEM, rebuilt, remanufactured, and/or parts of like kind and quality, which may include serviceable used parts.

“Registration Page” means and/or refers to the first page of this Agreement, which lists pertinent information including, but not limited to, You, the Covered Vehicle and the coverage level selected.

“Repair” or “Repairs” means and/or refers to the fixing or replacement of Covered Parts relevant to Your Covered Vehicle.

“Retail Value” means and/or refers to the actual cash value as indicated in the current Canadian Black Book at the time of Your Repair visit.

“Services” means and/or refers to the services described and listed in PART THREE of this Agreement.

“Term” means and/or refers to the length of time this Agreement is in effect. The Term ends on the end date described on the Registration Page.

“Wear and Tear” means and/or refers to the gradual reduction of operating performance due to normal usage of a Covered Part as deemed only by We Care Auto.

“Diagnostics” means and/or refers to the process of identifying issues or disruptions affecting the vehicle's performance.

PART TWO: Coverage Section

2.1 Subject to the provisions in this Agreement, We Care Auto agrees to cover the Reasonable Costs for authorized Repairs of Covered Parts which were caused by a Mechanical Failure.

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400 – 1628 Dickson Avenue,
Kelowna, BC
V1Y 9X1

2.2 Premium coverage shall include the Covered Parts and Services listed in PART 3.1 to 3.29. Optional coverage shall include the Covered Parts and Services listed in PART 3.30 to 3.32

2.3 The Agreement Coverage Period for Premium is as follows:

- a) The Agreement Coverage Period for Premium shall begin on the date of sale or lease of the Covered Vehicle at the then current odometer reading, and shall end when the Covered Vehicle has reached the Kilometer Limit or the Term has expired, whichever occurs first;
- b) The Agreement Coverage Period for Premium can also be deferred at the time of sale or lease of the Covered Vehicle and shall commence when the manufacturer's powertrain warranty expires, as approved by We Care Auto, from time to time or as per the maximum eligibility allowed for the Coverage Level (as indicated on the Registration Page) selected at the time of sale or lease whichever occurs first, as approved by We Care Auto, from time to time.

2.3 LIMIT OF LIABILITY: The Limit of Liability for each individual Claim has a maximum threshold of \$5000. In the event the Replacement or Repair costs more than the total aggregate of \$5000, the customer must pay the difference of monies to proceed with offered services.

PART THREE: Premium Covered Parts and Services

3.1 ALL ENGINE COMPONENTS

3.2 ALL TRANSMISSION COMPONENTS

3.3 ALL DIFFERENTIAL COMPONENTS

3.4 ALL TRANSFER CASE (4X4 & AWD) COMPONENTS

3.5 ALL AUXILIARY DIFFERENTIAL COMPONENTS

3.6 ALL SEALS AND GASKETS

3.7 COURTESY LOANER: In the event Your Covered Vehicle is in a Service Repair Facility awaiting and/or being repaired and is not accessible, We Care Auto will provide a Courtesy Loaner for a total of 30 days per claim. We Care Auto is not responsible for costs such as; gas, insurance coverage or damage incurred whilst in the customers possession.

3.8 COMMERCIAL USE VEHICLES (Optional): Coverage for Mechanical Failure on Vehicles which are used for Commercial Purposes - Light Duty, Commercial Purposes - Medium Duty, or Commercial Purposes – Heavy Duty as described in PART ONE: DEFINITIONS

3.9 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.

PART FOUR: Your Maintenance Obligations

4.1 In order to receive any coverage described in this Agreement with respect to any necessary and required Repairs covered by this Agreement, You must maintain and service the Covered Vehicle (at a licensed Repair/ service facility) by completing the following minimum requirements from the date of vehicle purchase and with the then current odometer reading:

- 1) Change the engine oil and filter;
- 2) Check and maintain ALL fluid levels;
- 3) Check and/or replace ALL filters as required; In addition to having completed the above, You must follow ALL Manufacturer's suggested maintenance (severe) service schedules as specifically outlined in the vehicle warranty booklet or manufacturer's website. ***"Do-it yourself" oil changes or related services shall not be accepted as proof of maintenance on any coverage under this Agreement.***

WE CARE AUTO INC.
400 – 1628 Dickson Avenue,
Kelowna, BC
V1Y 9X1

4.2 For Premium coverage, the maintenance requirements with respect to oil changes are: a) For Conventional Oil use, every 4 months or 8,000 kilometers, whichever occurs first; or b) For Full Synthetic Oil use, every 8 months or 12,000 kilometers, whichever occurs first. c) If Your Covered Vehicle is equipped with an Oil Life Monitor system, you must adhere to oil change requirements of the system or the applicable limits in 4.2(a) or (b), whichever occurs first. d) If the Manufacturer's suggested maintenance requirements provide for a greater interval (i.e. longer time or more kilometers) between oil changes, the requirements listed in this Part 4.2 must be followed in order to receive coverage under the Agreement.

4.3 You must retain all invoices detailing dates and services completed, with VIN and the then odometer reading. Failure to produce such valid invoices, regardless of cause, constitutes noncompletion of services and shall, at discretion, result in the denial of coverage as You shall be deemed in noncompliance with the Agreement.

PART FIVE: Claims & Procedures

5.1 In the event of a Mechanical Failure expressly covered under this Agreement, and so as to not exclude coverage under this Agreement, You must follow the specific procedures listed below:

- a) Take immediate action to prevent further vehicle damage and take reasonable steps to secure timely Repairs and/or call for towing;
- b) Contact We Care Auto's Claims Department directly during regular business hours: Monday-Friday 9:00 AM – 5:00 PM @1-(778) 860-7959
- c) Give Your full name & phone number, current odometer reading on the Covered Vehicle, the last six digits of the Covered Vehicle's V.I.N. or the Agreement Number as provided on the Registration Page;
- d) We Care Auto shall then direct You to an Authorized Repair Facility. You must give full consent for inspection/ teardown to determine the exact cause of the Mechanical Failure. Subject to a Coverage Level that provides otherwise, Diagnostic/teardown charges or expenses may be Your responsibility;
- e) In the event You have a Claim after normal business hours, on weekends or holidays, and if the Covered Vehicle is inoperable please have it towed to the nearest Authorized Repair Facility and call We Care Auto directly on the first business day following the Mechanical Failure and follow (b & c) above;
- f) Once We Care Auto is satisfied that the Agreement applies, We Care Auto shall then proceed to authorize covered Repair(s)
- g) After the Repair(s) is/are completed, We Care Auto shall pay the Authorized Repair Facility directly for covered Repair costs, LESS any applicable charges which are Your responsibility including Deductible,,unauthorized charges, consequential repairs or services, fluids, shop supplies, environmental fees, disposal fees, any miscellaneous items, and all applicable taxes to these items. In the event that circumstances arise where the above procedures are not practical or possible, Repair(s) must be completed at a licensed Authorized Repair Facility. We Care Auto shall then reimburse You (upon receipt of a valid itemized invoice) the amount it would normally pay for similar Repairs at an Authorized Repair Facility LESS Your portion, providing prior approval has been obtained and You have submitted the Repair invoice within 30 days of Repair.

5.2 We Care Auto reserves the right to:

- a) Refuse any Repair cost or estimate deemed unreasonable (in its sole discretion) relative to other alternatives;
- b) Recommend alternative costing or parts supply directives;
- c) Examine the Covered Vehicle at its sole discretion; and
- d) Retain any failed component(s) that were replaced.

PART SIX: Parts And Services Not Covered

6.1 This Agreement provides NO COVERAGE to You for any of the following:

WE CARE AUTO INC.
400 – 1628 Dickson Avenue,
Kelowna, BC
V1Y 9X1

a) Any Part or Service not specifically listed in PART THREE;

b) Maintenance services and parts as described in the vehicle owner's manual for the Covered Vehicle and other normal maintenance services and parts which include but are not limited to: All filters, fluids, shop supplies, spark plugs/wires, glow plugs (unless specifically listed), hoses, tubes, belts, brake pads/ shoes/rotors/drums, MacPherson Struts and/or shock absorbers, coil/leaf springs, suspension air bags, cracked/ broken/ warped/ melted plastic components, clutch, slave cylinder, pressure plate, clutch bearing, external linkages, shifter, wiper blades/arms, block heaters, glass, lenses, fuses, light bulbs, wiring (unless specifically listed), exhaust system, tires & rims, batteries (unless specifically listed), battery cables, any fasteners and/or the service operations require.

c) Other services, which include but are not limited to: adjustments, cleaning, alignments, wheel balancing, tune-ups, retrofits, recalibrations and/or reprogramming, excessive diagnostic charges; or

d) Any items which include but are not limited to: upholstery, convertible tops, plastic panels or trim, carpet, safety restraint systems, heated seats, speakers, remote control units, paint, body panels, weather stripping, door handles, bumpers, moldings, running boards, spare tire carrier or any other after factor add-on.

PART SEVEN: Exclusions

7.1 This Agreement provides NO COVERAGE to You for any of the following:

a) Damage caused by failure to maintain the Covered Vehicle or fully adhere to and comply with Your obligations under this Agreement, or any manufacturer suggested service schedules, recommendations, parts or replacements;

b) Failure of a non-covered part. Coverage shall also exclude the cost of Repairs and replacement of Covered Parts where their replacement is deemed necessary as a result of or due to the failure of a non-covered part. If a part is not covered, then the labour to replace.

c) Repair or replacement of any part if a Mechanical Failure has not occurred;

d) Any Repair or replacement on any part that the field tolerances have not exceeded the manufacturer's specifications for the Covered Vehicle; or any part which has not failed but which an Authorized Repair Facility "recommends/requires/suggests" to be repaired/replaced;

e) Any Mechanical Failure caused by collision, fire, theft, vandalism, explosion, freezing, overheating, rust/ corrosion, contamination, water, acts of God, salt and environmental damage; or any squeaks, rattles, whines, or noises;

f) Any Repair or replacement of parts due to carbonized or burnt valves, seized piston rings or resultant breakage; manufacture of the Covered Vehicle as the part is also not covered;

g) Any damage caused by misuse, abuse, negligence, or failure to immediately protect the Covered Vehicle from further damage when a Mechanical Failure has occurred; or failure to maintain proper levels of oil, lubricants, coolants, fluids, and filters;

h) Damage as a result or contributed by the vehicle towing anything weighing more than 1,000 kilograms, unless the vehicle is equipped with a factory installed or authorized tow package;

i) Any problems/conditions existing prior to this Agreement or existing during the Manufacturer Warranty, any Mechanical Failure covered by any warranty, manufacturer recall or any repairer's guarantee;

j) Any damage if the Covered Vehicle's odometer does not reflect the correct reading, has been altered, broken, disconnected and Repairs have not been made;

k) Loss of vehicle use, time, profit, inconvenience, or other incidental or consequential loss that results from a Mechanical Failure;

l) Any consequential and/or resultant loss, damage, injury or death (including any costs or expenses, legal or otherwise related) of any kind or nature whatsoever, suffered by any person, firm or corporation arising directly or indirectly from any Repair, delay or failure to make Repairs covered under this Agreement, including (but so as not to limit or restrict the generality of the definition of "Repair" herein), labor & workmanship incidental to such Repairs;

WE CARE AUTO INC.
400 – 1628 Dickson Avenue,
Kelowna, BC
V1Y 9X1

- m) Any Mechanical Failure caused by contamination or loss of fluids, fuels, coolants, or lubricants.
- n) Any Emission Control or related parts replacement as recommended by or the result of either a Federal or Provincial legislation/regulation; or corrections to the recommended by Special Service Bulletins or Technical Service Bulletin;
- o) Any damage to the Covered Vehicle as a result of but not limited to incorrect tires/rims, emissions or exhaust modifications, fuel system or ignition modifications, frame or suspension modifications, any after-factory modifications such as add-ons, high performance parts, equipment or accessories, any mobility assistance/access equipment, snow plow, or accessories (unless specifically listed);
- p) Any damage or Repairs for a Covered Vehicle utilized for Commercial Purposes (unless You have selected the Commercial Use Vehicles Option); or
- q) Any Repairs made without We Care Auto's full authorization regardless of the situation.

PART EIGHT: Cancellation, Transfer, Renewal and General Provisions

8.1 CANCELLATION:

- a) Cancellation by the Dealer: The Dealer may cancel this Agreement at any time for non payment of the Retail Price, for material misrepresentation or fraud in obtaining this Agreement, if You have substantially breached Your contractual duties under this Agreement, or for misrepresentation or fraud in the submission of a Claim. Beginning 30 days following the purchase date of the Covered Vehicle, if for any reason the original Manufacturer's Warranty is modified, voided or does not transfer to a new owner, this Agreement becomes void. If the Agreement is canceled by the Dealer for any of the listed reasons, no cancellation refund will be issued.
- b) 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.

8.2 TOTAL LOSS/REPOSSESSION REFUND:

This Agreement may be not cancelled if at any point in the Term of the Agreement if the Covered Vehicle is declared a total loss, or if the Covered Vehicle is repossessed.

8.3 SEVERABILITY: If any provision contained in this Agreement should prove to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

8.4 GOVERNING LAW: This Agreement is governed by the laws of the Province of the Dealer and shall be binding upon and ensure to the benefit of the heirs, successors and permitted assigns of We Care Auto and You.

8.5 TERRITORY: This Agreement applies to Mechanical Failure and/or Repairs in Canada and the United States.

8.6 LANGUAGE: It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

8.7 NOTICES: All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be delivered in writing and addressed to;

- a) the Customer, at the address on the Registration Page; or
- b) We Care Auto and/or the Dealer, at 400 – 1628 Dickson Avenue, Kelowna, BC V1Y 9X1

PART NINE: Diagnostics

We Care Mechanical Breakdown Policy does not provide coverage for vehicle diagnostics. You are responsible to pay the

WE CARE AUTO INC.
400 – 1628 Dickson Avenue,
Kelowna, BC
V1Y 9X1

expense of any diagnostics regarding a repair to the Covered Vehicle.

PART TEN: Privacy

10.1 PRIVACY: We Care Auto and the Dealer may collect certain information about You that may be considered to be Personal Information

("Information"). The Information is limited to the information You (or Your representative) provided when purchasing this Agreement as well as information collected from You or on Your behalf during the adjudication of Your Claim(s). The Information will be stored in electronic format in a file specific to Your account on We Care Auto's and/or the Dealer's secure servers. The Information will only be accessed and used by We Care Auto and/or the Dealer's employees to administer the Agreement (includes enrollment, cancellation, transfer and Claims related activities) and will only be transferred to third parties that are directly involved in the sale, financing or administration of the Agreement. Such third parties are required to provide the same protection to the Information as that which is provided by We Care Auto. We Care Auto and the Dealer use physical, electronic and procedural security measures to protect the Information. Because the Information is stored and/or may be processed or otherwise used both inside and outside of Canada, Your Information may be subject to the laws of that jurisdiction. You may have other privacy protections under provincial law and We Care Auto will comply with the applicable provincial laws and regulations regarding the Information. You do not need to do anything in regards to this PART TEN. This PART is meant to inform You of how We Care Auto and the Dealer collects, shares and safeguards Your Information, and is not intended to become part of nor modify this Agreement. You may contact We Care Auto during regular business hours: Monday-Friday 9:00 AM – 5:00 PM EST @ 1 (778) 860-7959 or by email at info@wecareauto.ca or contact the Dealer by using the dealer contact info on the Registration Page to exercise Your data subject rights, including requesting access to Your Information, or to ask any questions regarding We Care Auto and/or the Dealer's data practices.