

# **BCAA Auto Service Centre Warranty and General Terms and Conditions**

Thank you for choosing BCAA for all your auto needs.

From the best Roadside Assistance to full Auto Service, you can count on BCAA to provide honest, trusted, expert advice at any BCAA Auto Service Centre location across the province. We provide warranty-approved service, Red Seal Certified Technicians and your satisfaction is guaranteed.

As a BCAA Member, in addition to Member Exclusive Savings on maintenance and repairs, you will receive extra benefits to those included in our BCAA Standard Warranty.

### How your warranty works:

Simply put, BCAA guarantees that any new part or service you purchase from a BCAA Auto Service Centre will work as advertised for the duration of the applicable warranty period. Should any part or service fail to meet this standard, we'll make it right at no additional cost to you. All services provided under your warranty will be honoured at any BCAA Auto Service Centre in accordance with the terms and conditions set out below.

### **Eligibility Requirements:**

- Warranty coverage only applies to the vehicle and registered owner named on the invoice issued by BCAA for the warrantied part or service
- To be eligible for warranty coverage, your vehicle must be a privately-owned or leased passenger
  car, van, light truck or sport utility vehicle that is used exclusively under non-commercial, normal
  operating conditions. Examples of operating conditions that would void the warranty include: offroading, racing, motorsports activities, overloading (e.g. towing amounts or weights that exceed
  the vehicle's towing capacity), and uses that exceed the limits prescribed in the vehicle's owner's
  manual, etc.
- You must retain and present to your BCAA service technician a copy of the original invoice issued by a BCAA Auto Service Centre for the warrantied parts and services
- You must pay in full for the parts and labour to which your warranty applies
- You must bring the vehicle into a BCAA Auto Service Centre to be inspected within the applicable warranty period
- To enjoy these benefits, you must follow the guidelines and meet the additional eligibility requirements described below

#### What the warranty excludes coverage for:

- Any loss, malfunction or damage to a vehicle that has been subject to use beyond normal operating conditions (including off-roading, racing, motorsports activities, or overloading), or the limits prescribed in the vehicle's owner's manual
- Any loss, malfunction or damage caused by a collision or other motor vehicle accident, abuse, theft, vandalism, modifications made by you or a third party, negligence, improper service or maintenance (unless performed at a BCAA Auto Service Centre), any natural disaster (including flooding, freezing, fire, and earthquake damage), defects attributable to the vehicle's manufacturer, or any failure to keep your vehicle's motor oil, transmission fluid (including clutch, automatic transmission, transaxle/transfer case and differential fluid) engine coolant, or other operating fluid at the level prescribed by the vehicle's manufacturer



- Services performed or parts installed at an alternative repair location after the original work was performed
- Services performed or parts installed on a commercial use vehicle
- Any additional exclusions applicable to the part or service purchased

## **Alignment**

If a mis-alignment is detected within the warranty period (described below), we will realign the vehicle with no additional labour charges.

**BCAA Member**: Covered for a period of 60 days. **Standard**: Covered for a period of 30 days.

## **Alignment Warranty Exclusions**

Warranty coverage does not apply when the misalignment was caused by the installation of steering or suspension components after the original alignment was performed.

### **Battery**

You'll get a 6-year warranty on a new battery, with a free replacement if it fails in the first 3 years and a discounted rate for a replacement if it fails in the final 3 years. A failed battery must be tested by a BCAA Auto Service technician to determine whether the battery is no longer able to hold a charge.

BCAA Member/Standard: 36 months free replacement, and 36 months pro-rated

### **Battery Warranty Exclusions**

Warranty coverage excludes failure resulting from fire, collision, wreckage, improper storage or damage due to abuse, misuse or neglect.

# Suspension

Suspension parts installed at a BCAA Auto Service Centre are covered, however struts are not covered if strut mounts were not replaced at time of purchase on original invoice.

BCAA Member: 24 months or 40,000 km, parts and labour

Standard: 12 months or 20,000 km, parts and labour

### **Tires**

Tire warranty is covered by the manufacturer and varies depending on mileage, tire make and model. This includes free flat repairs. Tires should be inspected and rotated every 8,000 – 10,000 km. To maintain warranty coverage, proper tire care must be maintained, including:

- Vehicle is properly aligned
- Tires are operating at the correct inflation pressure as per the vehicle's owner's manual

BCAA Member: Receive free tire rotations, flat repairs, inflation check and wheel balancing.



## **Brake Repair**

Lifetime warranty coverage against defects in friction materials (brake pads, brake linings) and coverage for 90 days against brake rotor warpage offered under our Standard and BCAA Member warranties.

### Basic Brake Package

- · Replacement of disc pads or brake shoes
- Replacement of drums or rotors
- Replacement of brake shoe hardware and adjusters
- Servicing of calipers / sliders

BCAA Member: 24 months or 40,000 km, parts and labour.

**Standard**: 12 months or 20,000 km, parts and labour.

### Complete Brake Repair

- Replacement of disc pads or brake shoes
- Replacement of drums or rotors
- Replacement of brake shoe hardware and adjusters
- · Replacement of calipers and wheel cylinders
- Brake fluid flush and complete fluid replacement

**BCAA Member**: 36 months or 60,000 km, parts and labour **Standard**: 12 months or 20,000 km, parts and labour

# Steering and Chassis Repair

Steering and chassis parts have a limited lifetime warranty against defects in materials or workmanship.

**BCAA Member**: 24 months or 40,000 km labour **Standard**: 12 months or 20,000 km labour

### Mechanical

Any part or service that is not listed above will be covered by our mechanical warranty against defects in materials and workmanship.

**BCAA Member**: 24 months or 40,000 km, parts and labour **Standard**: 12 months or 40,000 km, parts and labour

### **Terms and Conditions of Car Wash:**

USE CAR WASH SERVICE AT YOUR OWN RISK. BCAA offers a complimentary automatic car wash service for your vehicle when you use our auto service centre. By using, or authorizing us to provide, our complimentary car wash services for your vehicle, you understand and agree that BCAA does not guarantee that your car wash will be performed to meet any applicable industry or professional standards. Due to varying conditions a vehicle may be presented in and the nature of our automatic car wash system, BCAA cannot guarantee to meet your desired preferences or expectations. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BCAA DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ITS CAR WASH SERVICES, OR ANY LOSSES OR DAMAGES THAT



MAY RESULT THEREFROM, AND THE CAR WASH SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS.

# Damage to your Vehicle and Contents While in Our Care:

It is your responsibility to remove all contents from your vehicle prior to using our services. Except for the express warranties provided herein, BCAA will not be responsible for: (A) fire, theft, loss, environmental/weather related damage or any damage to the vehicle (including any windshield, body, tire or rim damage from flying debris, sudden temperature changes, third parties or other factors outside BCAA's control); (B) mechanical malfunction; (C) fire, theft, loss or damage to any personal property or article left in the vehicle (including loss of vehicle and license plates); (D) damage or loss caused by criminal acts by third parties. You further assume full responsibility for any personal injuries that may occur while the vehicle is in BCAA's care.

BCAA reserves the right to move your vehicle to an offsite secured car parking lot or other facility, in its sole discretion.

## Your Responsibilities:

As a condition to any of our services, you represent and warrant to BCAA that, while your vehicle is being serviced at one of BCAA's Auto Service Centres and until such time as you collect your vehicle, your vehicle: (A) will be insured while parked at any BCAA site; (B) will have valid license plates; (C) has insurance coverage that allows for your vehicle to be driven on public roads by BCAA staff or BCAA's third-party provider associated with the service; and (D) does not contain any flammable, and or illegal substances. It is your sole responsibility to ensure that you have adequate insurance for theft, collision, and third-party liability coverage while your vehicle is parked at any BCAA site.

## Remedies and Limitation of Liability:

BCAA warrants that any repairs and services, as well as new parts purchased and installed at a BCAA Auto Service Centre, will be and remain free from defects in materials and workmanship for the designated number of months or mileage listed below (i.e. the "warranty period"), whichever occurs first.

If there is a defect in either materials or workmanship within the warranty period, BCAA Auto Service Centre will have the discretion to perform remedial service work to correct the problem at no charge to you, replace the defective warrantied part(s) at BCAA's expense, or refund the entire charge for the warrantied parts or services less any previous refunds or credits extended to you.

## Remedies and Limitation of Liability Continued

EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, BCAA MAKES NO CONDITION OR WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (A) CONDITION OR WARRANTY OF MERCHANTABILITY; OR (B) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

THE REMEDIES SET FORTH IN THIS WARRANTY SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND BCAA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH HEREIN.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, BCAA WILL NOT BE LIABLE FOR PERSONAL INJURY, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL LOSSES OR



DAMAGES OF ANY KIND OR NATURE WHATSOEVER, OR OTHER COSTS, CHARGES, PENALTIES OR LIQUIDATED DAMAGES, REGARDLESS OF WHETHER THEY ARISE FROM ANY DEFECT IN MATERIALS OR WORKMANSHIP SUPPLIED BY BCAA (OR ANY OF ITS SUBSIDIARIES, AFFILIATES, OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS OR CONTRACTORS), BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE PRINCIPLES, EVEN IF BCAA IS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY WARRANTY OFFERED BY BCAA, BCAA WILL NOT BE LIABLE WITH RESPECT TO A VEHICLE SERVICED AT A BCAA AUTO SERVICE CENTRE FOR (I) ANY AMOUNT IN EXCESS OF THE TOTAL AMOUNT PAID FOR THE WARRANTIED PARTS OR SERVICES OBTAINED AT A BCAA AUTO SERVICE CENTRE, OR (II) LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS), LOSS OF THE USE OF MONEY, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, AND THE COST OF THE INSTALLATION OR REMOVAL OF ANY PRODUCTS, THE INSTALLATION OR REPLACEMENT OF REPLACEMENT PRODUCTS, AND ANY INSPECTION, TESTING, OR REDESIGN CAUSED BY ANY DEFECT OR BY THE REPAIR OR REPLACEMENT OF PRODUCTS ARISING FROM A DEFECT IN ANY PRODUCT.

#### General:

These Terms and Conditions, including the Warranty provided herein, and any Work Order and Invoice entered into between you and BCAA (collectively, the "Agreement") constitute the sole and entire agreement between you and BCAA with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. The Agreement and the rights of the parties hereto will be governed by and will at all times be construed and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. You hereby irrevocably attorn to the jurisdiction of the courts of British Columbia. You acknowledge and agree that BCAA may need to cancel or otherwise terminate any services due to force majeure (including, without limitation, industrial action, technical problems, acts of God or any event beyond the reasonable control of BCAA). In no circumstances will BCAA be liable for any losses which you may incur as a result of any such occurrence or event.

Version: September 20, 2023