

# TotalCare+

## **MEMBER TERMS OF SERVICE**

### Enrollment Process

To ensure your vehicle is recognized in the program, you must complete the Member Dashboard registration.

*This process will require you to provide:*

- Your personal and contact details
- Vehicle Identification Number (VIN) for each covered vehicle
- Any additional information that may be requested periodically to verify eligibility for program benefits

Completion of this registration is necessary for your vehicle to be enrolled and to access program benefits.

### Definitions

The following words whether capitalized or in bold have the following meaning throughout this Guarantee.

- Administrator means Wrench TotalCare+ LLC, is the administrator;
- Guarantor, We, Us, Our: the Inspection Company listed in the Inspection Company Information section in the Application Page for the Covered Vehicle listed in the Application Page.
- Service: refers to the vehicle inspection conducted by the Service Provider.
- Guarantee Term: means it begins on the Purchase Date of the Inspection, is for the Term in Months shown on the Application Page, and expires on the Expiration Date.
- Inspected Part: refers to any component of the Customer's vehicle that was specifically examined during the Service Provider's inspection process.
- Failure: refers to the malfunction of an Inspected Part due to defects in materials or workmanship that were not identified during the inspection service.
- Powertrain Items: include the engine, transmission, and drive axle of the vehicle.

- Non-Powertrain Items: include all other Inspected Parts not classified as Powertrain Items.
- Vehicle, Inspected Vehicle, Covered Vehicle: the Vehicle which is the subject of the inspection service.

## Members Age | Use Of The Service

The Service is not available to anyone under 18 years of age, and you represent that you are at least 18 years old when you submit a Job Request.

## Limited Warranty

We provide a Limited Warranty for work performed through the Service. For most maintenance and repair work provided through the Service the length of the Limited Warranty is 12 months or 12,000 miles, whichever occurs first. For oil changes the length of the warranty is 90 days or 3,000 miles whichever occurs first. The terms and conditions of our Limited Warranty are available [here](#). We may change the Limited Warranty from time to time, with any changes effective for Jobs scheduled after such changes are posted to the Site.

## Applicant's Acknowledgement

The acquisition of the certified vehicle inspection and its associated guarantee is an optional procedure and is not mandatory for purchasing an inspection nor obligates the customer to purchase the inspected vehicle. This guarantee constitutes a contract between the service provider and customer.

## Program Benefits | Maintenance & Discounts

**After Proper enrollment, a Registered Vehicle is entitled to the following benefits:**

Subject to a 60 Day waiting period for service.

- Brake Pads, front and rear axle (parts and labor, limit 1 per year)
- Mobile Onsite Oil Changes per vehicle maintenance guidelines and vehicle mileage (limit two (2) per year)
- 50 Point Inspections per vehicle maintenance guidelines and vehicle mileage (limit two (2) per year)

- Tire Rotation per vehicle maintenance guidelines and vehicle mileage (limit one (1) per year)
- 10% off Batteries
- One (1) Mobile Onsite battery install per year (labor only; battery sold separately)
- 10% off Wrench TotalCare+ TotalCare+ maintenance and repair list price labor rates for jobs over \$150 in labor
- 15% off pre-purchase inspections (maximum two (2) per year)
- 10% off Firestone® complete Auto Care Service when booked through Wrench TotalCare+ TotalCare+
- 10% off tires through Bridgestone (via Firestone Complete Auto Care) when booked through Wrench TotalCare+
- Wrench TotalCare+ TotalCare+ includes everything above plus these items below
- \$2,000 Powertrain Coverage (Engine, Transmission and Drive Axle)
- \$750 Non-Powertrain Coverage (See benefits list below)

## Additional Terms and Conditions

- To qualify for discounted pricing above, (1) all products must be purchased through Wrench TotalCare+ or its Affiliates, and (2) all services must be booked through and performed by Wrench TotalCare+ or its Affiliates.
- Per year services must be used within a calendar year measured from the applicable contract commencement date and may not be rolled over into subsequent year(s).
- Discounts may not be stacked or cumulated with other offerings.
- Wrench TotalCare+ will perform Services in a location that Wrench TotalCare+ and its technicians or inspectors deem safe for the personnel, environment, and customer. This excludes, but is not limited to areas such roadsides, steep hills, environmentally protected lands, and more. For more details, please see the Wrench TotalCare+ Terms and Conditions available at [www.wrenchtc.com](http://www.wrenchtc.com).
- A vehicle Inspection has to be simultaneous with the purchase of the product.

# Inspection Guarantee & Benefits List:

We agree to pay the cost of repairs during the Guarantee Term, up to a maximum of Two-Thousand (\$2,000) for Powertrain (Engine, Transmission, Drive Axle) related repairs; for any non-powertrain part the maximum coverage is Seven Hundred and Fifty Dollars (\$750) and a limit of Two (2) claims for items inspected during the inspection of the Inspected Vehicle, less the deductible.

## How the Deductible Works

For every approved repair under your Service Guarantee Agreement, we cover 80% of the cost—up to \$2,000 total, with a maximum of two claims per term. The customer is only responsible for the remaining 20% of each repair. Importantly, the customer does not need to pay the 20% upfront. Once the repair is reviewed and approved by our claims team, we'll pay our portion directly, and the customer will simply cover their share of the approved amount. Please note that there are specific exclusions that are not covered under this Guarantee see the list of Exclusions below in the Exclusions Section

### Engine Covered Benefits

- \* Camshaft - Inclusive of Actuator, Position Sensor, & Seal
- \* Connecting Rod
- \* Crankcase - Crankshaft, Position Sensor, Pulley & Seal
- \* Cylinder Head
- \* Distributor
- \* Engine Overhaul - Control Unit, Temperature Sensor, Cylinder
- \* Glow Plug
- \* Head Gasket
- \* IAC Valve
- \* Idle Air Bypass Kit
- \* Ignition Coil
- \* Ignition Module
- \* MAP Sensor
- \* Mass Airflow Sensor
- \* Oil Cooler, Oil Pan, Oil Pan Gasket, Oil Pressure Sensor, Oil Pump
- \* Piston | Pins & Rings
- \* Rear Main Seal
- \* Supercharger
- \* Throttle Body
- \* Turbo Hose
- \* Turbocharger
- \* Vacuum Pump

### Transmission Covered Benefits

- \* CV Axle
- \* Clutch Master Cylinder
- \* Clutch Pilot Bearing
- \* Clutch Release Bearing
- \* Clutch Slave Cylinder
- \* Differential
- \* Driveshaft
- \* PCM - Powertrain Control Module
- \* Transaxle
- \* Universal Joint

### Exhaust & Emissions Covered Benefits

- \* Air Pump
- \* Charcoal Canister
- \* Exhaust Gas Recirculation (EGR) System Overhaul
- \* EGR - Cooler, Position Sensor, Temperature Sensor, Vacuum Solenoid
- \* EGR Valve
- \* Evaporative Emission Control (EVAP) System
- \* Fuel Tank Pressure Sensor
- \* Intake Manifold
- \* Intake Manifold Control Runner
- \* Knock Sensor
- \* Secondary Air Injection System
- \* Secondary Air Injection Pump

### Cooling System Covered Benefits

- \* Radiator
- \* Coolant Expansion Tank
- \* Cooling Fan Clutch
- \* Cooling Fan Motor
- \* Vacuum Modulator
- \* Heater Core
- \* Heater Hose Valve

### Excess Drivetrain Covered Benefits

- \* CV Axle
- \* Clutch Master Cylinder
- \* Clutch Pilot Bearing
- \* Clutch Release Bearing
- \* Clutch Slave Cylinder
- \* Differential
- \* Driveshaft
- \* PCM - Powertrain Control Module
- \* Transaxle
- \* Universal Joint

### Electrical System

- \* Throttle Position Sensor
- \* TCM
- \* PCM

**HVAC Covered Benefits**

- \* Air Conditioning Accumulator/Receiver-Drier
- \* Air Conditioning Compressor
- \* Air Conditioning Condenser
- \* Air Conditioning Evaporator
- \* Blower Motor
- \* Expansion Valve
- \* Heater Blower Motor Resistor
- \* Heater Control Valve
- \* Heater Core
- \* Heating and Air Conditioning Overhaul

**Fuel System Covered Benefits**

- \* Fuel Injector
- \* Fuel Injector Seals
- \* Fuel Pressure Regulator
- \* Fuel Pump
- \* Fuel System
- \* Diesel Fuel Injector
- \* Diesel Fuel Pump
- \* Diesel Injection Pump
- \* Carburetor

- \* Alternator
- \* Sending Units
- \* Gauges
- \* Oxygen Sensor
- \* Cooling Fan Relay

**Suspension & Steering Covered Benefits**

- \* Ball Joint
- \* CV Half Shaft Boot Kit
- \* Control Arm
- \* Control Arm Bushing
- \* Front Coil Spring
- \* Shock Absorber (Front & Rear)
- \* Inner Tie Rod End
- \* Leaf Spring
- \* Outer Tie Rod End
- \* Steering Arm
- \* Steering Rack & Pinion
- \* Power Steering Fluid
- \* Power Steering Pressure Hose
- \* Power Steering Pump
- \* Rear Coil Spring
- \* Rear Shock Absorber
- \* Sway Bar
- \* Steering (Column, Intermediate Shaft, Rack & Pinion, Rack Boot & Bushings)
- \* Strut Bearing
- \* Struts
- \* Suspension Knuckle
- \* Suspension Overhaul
- \* Tie Rod End

## Exclusions

This Guarantee does not apply to:

1. Any condition where the stated component fails the inspection process and is noted on the final inspection.
2. Any part or component that is not listed as part of this inspection.
3. Replacement of maintenance items. Spark plugs, glow plugs, PCV valves, PCV system, filters, lubricants, thermostat housing, thermostats, alignments, coolants, batteries, battery cable, fuses, hoses, belts, tires, wheels, wheel covers, tire pressure sensors, light bulbs, sealed beams, light assemblies, LED lighting, lenses, seat belt systems, exhaust systems /catalytic converters, brake rotors, brake drums, brake shoes, brake pads, speakers, cellular phones, upholstery, paint, glass, trim, moldings, weather strip/seals, door handles, lift gate handles, tailgate handles, door bushings I

bearings, body panels, sheet metal, bumpers, frames, sub-frames, brackets, convertible top assemblies, vinyl top, personal computers, phone systems and pre-heated car systems, rust, corrosion, water intrusion, water damage, water leaks, air leaks, carburetors, manual clutch system, programming, reprogramming, or updating a component that has not mechanically failed. Any equipment not installed by the manufacturer.

4. Reimbursement for any repair or replacement made without prior authorization from Administrator to Repair Facility. Except for emergency repairs required outside normal business hours of 9:00 am to 5:00 pm CST.
5. Any repair for the purpose of correcting engine compression, correcting oil consumption, or the gradual reduction of performance when a mechanical breakdown has not occurred. Valve grinding, valve guides, burnt valves, stuck valves, burnt piston, and/or stuck rings are not covered.
6. Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel, excessive fuel conditions, lean fuel conditions, clogged fuel injectors, improper lubricants, or improper engine adjustments. Any mechanical breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage, lack of lubrication or carbon buildup in cylinders.
7. Loss of time, expense, storage charges, loss of use of Vehicle, loss of profits, income, or other consequential damages, including, but not limited to loss or damage or injury to persons or property resulting from mechanical breakdown of any of the covered parts.
8. Any repair that has been misdiagnosed by the Repair Facility, any failure that cannot be verified as accurate or is found to be inaccurate, or any failure related to a previous repair.
9. Accidental loss or damage, physical damage, collision or upset, falling missiles or objects, fire, theft, larceny, hail, explosion, lightning, earthquake, windstorm, water, flood, malicious mischief, vandalism, riot, civil commotion, negligence, or misuse.
10. Any mechanical breakdown caused by rust, residue, electrolysis, or corrosion.
11. Nuts, bolts, or fasteners due to mechanical failure.
12. Any condition that existed to any component(s) that were not functioning properly at the time the covered Vehicle was delivered to the Purchaser, or prior to the Sale's Date of this Contract.
13. Repairs to seized or damaged parts due to operation without sufficient oil or coolant.
14. Engine block and cylinder heads are not covered if damaged by overheating, freezing or warpage.
15. Any Vehicle that has been issued a restricted title, including but not limited to: salvage/refundable, salvage theft, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only, or if said vehicle is declared a "lemon".
16. A mechanical breakdown of a covered component/part caused by a Customer's refusal or failure to perform reasonable repairs recommended by the Inspection Company, Dealer, Repair Facility or Administrator.
17. Damage to a non-covered part by a covered part.

18. Mechanical breakdown of a Vehicle or component part when Commercial Use is associated with the Vehicle.
19. Snow Removal Equipment, and/or Vehicles using Snow Removal Equipment. (unless Snowplow Option is chosen)
20. Any Vehicle modified or altered by you or with your knowledge from original manufacturer specification not approved by the manufacturer. Any alterations made to Your Vehicle or You are using Your Vehicle in a manner not recommended by the manufacturer including but not limited to: Failure of any custom or add-on part, all frame or suspension modifications, lift kits, (Unless appropriate Lift Kit Option is indicated on Application page), any tire that is not recommended by the original manufacturer, emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications. Conversion van components, and conversion vehicle components.
21. Diagnostic or tear down time when a mechanical breakdown is not covered by the Contract, or shop supplies of any kind. Any cost incurred for disassembly or diagnosis is at Your expense if the inspection determines that the mechanical breakdown was not caused by the failure of a part covered by this Contract.
22. Mechanical breakdown or failure costs that should be covered by a manufacturer's warranty, recall, factory bulletin or any other mechanical breakdown coverage. Mechanical breakdown or failure costs that should be covered by the warranty of parts or workmanship on a previously repaired or replaced component.
23. Any mechanical breakdown or failure occurring outside of the United States
24. Wear & Tear of covered components.

## Cancellation | Termination | Transfer Policy

- This TotalCare+ Agreement is cancelable by the Contract Holder.
- If the Contract Holder or the Lienholder cancels this TotalCare+ Agreement within the first thirty (30) days, the selling entity will refund the entire price paid under this Agreement.
- This TotalCare Agreement may not be canceled by the Contract Holder before the end of the twelve (12) month term of this agreement. Contract is transferable subject to the availability of unused benefits. A fifty dollar (\$50.00) service fee will be charged against all refunds for cancellations, except in cases where Wrench TotalCare+ is not able to service the contract due to lack of technicians in the Contract Holders service area.
- For purposes of this Cancellation Policy, "Claim" means the first use or redemption of any element of the TotalCare+ Service.
- There will be a waiting period from the purchase date on this Agreement of 60 days before a TotalCare+ Membership is available for use. After 60 days, the TotalCare+ Membership is fully active

and can be redeemed and scheduled at [www.wrenchtc.com](http://www.wrenchtc.com) or through the App. Any unused TotalCare+ Memberships at the end of each year, beginning from the date of purchase, will expire and be forfeited and not roll over to the next year. All Wrench TotalCare+ Services have a limited Warranty of 12 months or 12,000 miles, whichever comes first, please see Limited Warranty for full details.

- This Guarantee can be transferred one time to another owner with a fifty-dollar (\$50) transfer fee.
- As a condition for your access to the Service, you agree not to make any separate payment or other payment arrangements with the mechanic who performs the Job. Wrench TotalCare+ reserves the right to terminate your account for any failure by you to comply with the foregoing or any other terms of this Agreement.

## Changes to Privacy Policy

The Wrench TotalCare+ Privacy Policy can be accessed at <https://wrenchtc.com/privacy>. Wrench TotalCare+ may modify or update the Privacy Policy when necessary to reflect customer feedback and changes in our App or Service. Please review it regularly. When we update this Privacy Policy, we will revise the 'Last Updated' date at the top of this statement. A revision to the Privacy Policy is effective immediately when posted on the Wrench TotalCare+ site, Wrench TotalCare+ or App. If there are material changes to this statement or in how Wrench TotalCare+ uses your personal data, we will notify you either by posting a notice of such changes before they take effect or by directly sending you a notification. We encourage you to regularly review this statement to learn more about how Wrench TotalCare+ is using and protecting your information. Your continued use of the Wrench TotalCare+ Site or Wrench TotalCare+ app or the Service after a revision has been posted will constitute your acknowledgment and acceptance of the terms of the revised Privacy Policy.

## Disclaimers

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY, THE SERVICE AND PARTS ARE MADE AVAILABLE ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY. Wrench TotalCare+ SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

## Limitations of Liability

YOU ACKNOWLEDGE THAT ALL REPAIR AND MAINTENANCE WORK IS PROVIDED BY INDEPENDENT MECHANICS, NOT BY Wrench TotalCare+. ACCORDINGLY, EXCEPT AS PROVIDED IN THE LIMITED WARRANTY, Wrench TotalCare+ HAS NO RESPONSIBILITY OR LIABILITY FOR ANY SERVICES OR PARTS PROVIDED TO YOU BY SUCH MECHANICS. UNDER NO CIRCUMSTANCES WILL Wrench TotalCare+'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ANY JOB EXCEED THE AMOUNT INVOICED FOR SUCH JOB. IN ADDITION, IN NO EVENT WILL Wrench TotalCare+ BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECULATIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION FOR CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT Wrench TotalCare+ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. The foregoing limitations shall apply to the maximum extent permitted by law and shall survive indefinitely.

**Force Majeure.** Any delay in the availability of the Service or the performance of any Job will not be considered a breach of this Agreement if such delay is caused by a fire, earthquake, flood, war, terrorist act, governmental act, failure of common carriers (including Internet service providers), act of God, or any other event beyond the control of Wrench TotalCare+ or the mechanic, provided that performance is resumed as soon as possible.

**Severability.** If any provision of this Agreement is held or determined to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

**Entire Agreement; No Waiver.** This Agreement constitutes the entire agreement between you and Wrench TotalCare+ regarding the use of the Service. Our failure to exercise or enforce any right or provision of the Agreement will not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

**Questions.** Please contact us with any questions regarding the maintenance portion of your membership by sending an email to [hello@wrenchtc.com](mailto:hello@wrenchtc.com).

## Claim Procedures & How To File A Claim

It is Your responsibility to authorize tear down and diagnosis to the point where damage is visible, and a cause of failure can be determined. It is Your responsibility to protect the Vehicle from further damage when a mechanical failure has occurred. Continued operation of the Vehicle after any mechanical breakdown occurs shall in all cases constitute failure to protect the Vehicle. Failure to protect the Vehicle is not limited to continued operation after mechanical breakdown alone but may constitute other acts of

neglect by You. Be prepared to provide evidence that the maintenance services have been performed as specified above. Please ensure that all the required documents are included and are clearly legible.

Prior authorization by an Administrator's Claim Examiner is required. Customer's Repair Facility MUST obtain an authorization number from the Administrator PRIOR to repairing the Vehicle. Repairs not authorized by the Administrator's Claim Examiner WILL NOT be accepted. Have the Repair Facility's technician or service writer call Administrator for verification of coverage and obtain a claim ID number. Administrator will arrange for payment of authorized claim at that time. Administrator can be contacted Monday through Friday at (833) 267-5309. Emergency repairs performed during non-business hours MUST be reported the following business day. Reimbursement will be provided, pursuant to the coverage and limits of this section, for covered claims. The administrator reserves the right to determine where repairs shall be made, and to investigate all claims and inspect any Vehicle. Once a claim ID number is obtained and repairs are completed, all repair orders and documentation must be submitted to Administrator within 60 days to be eligible for payment. You can submit claim documents by emailing us at [hello@wrenchtc.com](mailto:hello@wrenchtc.com) or calling (833) 267-5309 Monday through Friday 9AM to 5PM CST.

## General

All documents requested by the Administrator must be completely legible, otherwise, the Guarantee will be suspended until legible copies can be obtained.

- **Guarantee Term** - The Guarantee Term is the Months shown on the Application Page in Terms and Conditions Section. The Guarantee begins on the Purchase Date as shown on the Vehicle Guarantee Information Section. The Guarantee ends when the expiration date is reached.
- **When And Where You Are Covered** - You are covered when this Guarantee is issued to You at time of Vehicle purchase. This Guarantee applies only to loss occurring within the continental United States of America, Alaska, Hawaii and Canada.
- **Subrogation** - If We pay for a loss, We may require You to assign to Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. **LIMITS OF LIABILITY/ LIMIT OF REPAIRS COST** You are responsible for any costs over the specified limits and for any non-covered expenses and or parts not covered under this Guarantee.
- **How State Law Applies** - Any limitations on the duration of implied warranties, disclosed on the face of the guarantee as provided in section 108 of the Act, 15 U.S.C. 2308; Some states do not allow restrictions on how long an implied Guarantee last, or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusions may not apply to You. This Guarantee gives You certain legal rights and You may also have other rights, which differ from state to state.