



ASSURE

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# MEMBERSHIP TERMS & CONDITIONS





# Member Terms & Conditions

## Section One: Assure Membership Agreement

### 1. Membership Service

1.1 Assure's obligation to You under this Membership Agreement is limited to providing the benefits listed below. Any repairs provided by Assure are subject to a separate contract as set out in a Repair Quote, accepted by You.

1.2 This Membership Agreement is not an insurance product or policy and should not be considered or used as such. It is not a financial product and must not be used to manage financial risk associated with damage to your Nominated Vehicle.

1.3 You acknowledge that Assure, its employees, agents and contractors have not provided You with any financial advice or financial product and have not represented to You that Assure is an insurer or that Membership is an insurance product.

1.4 This Membership Agreement is not a warranty or a Vehicle Service Agreement.

1.5 Your Membership entitles You to the following benefits:

- (a) access to and use of Assure's exclusive member App and member Portal (if available);
- (b) remote assessment of your request and if necessary, the convenience of having a Assure technician travel to your location to assess your repair needs, with no charge and no limit on the amount of requests You can submit;
- (c) Assure Member discount for any Eligible Repairs Assure performs on your Nominated Vehicle (subject to your acceptance of a Repair Quote);
- (d) the convenience of having Assure's technician and mobile repair facility travel to your location to carry out the repair;
- (e) the Assure repair warranty;
- (f) access to third-party discounts and other special offers from time to time; and
- (g) other benefits as may be advised to You in the future via the Website or otherwise.

### 2. Other Occupational and Household Services

2.1 While at a Member's location for a repair of the Member Designated Vehicle, Assure may provide an estimate for repairs to vehicles belonging to the Member or specific family members with the following restrictions:.. No work will be executed until after the quote issued by Assure for the Member Designated Vehicle is approved by you. You and your family member, must approve the quote for any non-Member Designated Vehicle as well.

2.2 By accepting the quote for the non-Member Designated Vehicle, You are agreeing to our Contract for Repair and agree to pay the associated expense.

2.3 When quotes are issued by Assure, it is reasonable to assume that the quote is estimated on the discounted rates for Members in contrast to the rates given to non-members at Assure.

### 3. Nature of Membership Agreement

3.1 Any request for Assure repair services should be done pursuant to the steps as outlined in Section Two "Services for Repair".

3.2 Assure has no obligation per this Membership Agreement to indemnify You or others from, or reimburse You for any impairment or loss to the vehicle as a result of any circumstance, or to repair or redress any impairments.

3.3 This Membership Agreement does not supplant your normal motor vehicle insurance policy and is not fit for or intended to address the financial liability as the result of the operation of your motor vehicles or any resulting or property or personal injury.

3.4 This Membership Agreement does not bestow upon or grant to You any rights in or equity status in the Assure company or association.

### 4. Commencement

4.1 You may apply for Membership by submitting an application to Assure or its certified agent and providing details of your Designated Vehicle.

4.2 Assure reserves the right to reject any membership application and to refuse to register a Designated Vehicle for any reason. If Assure rejects your application or refuses to register your Designated Vehicle, you will not be entitled to any refund, as this is a complimentary membership.

4.3 Your complimentary membership commences on the date specified in the schedule, which will be provided.

ed to you via email or in hard copy upon approval of your membership.

4.4 If your Membership is a type that is fixed (being the Gold & Platinum 1-5 Year Membership Plans), your Membership will generally be paid upfront for the term that You choose. Upon the expiration of such fixed term, your Membership will expire and You will be required to submit a new Membership application to Assure.

4.5 If your Membership is a type that renews from time to time then it will be automatically renewed for a further term of 12 months in accordance with the following process:

4.6 Assure will send You a reminder email (Renewal Notice) thirty (30) days from the date your Membership is due to renew (Renewal Notice Period);

(a) The Renewal Notice will state any amendments to the terms and conditions applicable to your Membership for the following year (i.e. price changes, exclusions, etc);

(b) You may cancel your Membership for the following year by giving us notice in writing during the Renewal Period;

(c) If You cancel your Membership for the following year during the Renewal Period, there will be no fees or penalties applicable to You; and

(d) If you do not cancel your complimentary membership for the following year during the Renewal Period, Assure will automatically renew your membership on the renewal date.

## 5. Fees for the Membership

Your initial Membership is complimentary upon applying for Membership. If you have selected a fixed-term Membership of more than one (1) year, the complimentary Membership will remain in effect for the entire duration of your chosen fixed-term Membership (for example, if you have selected a two-year fixed-term Membership, the complimentary Membership will cover both years).

## 6. Membership Conditions

6.1 The following conditions apply to your Membership in order to preserve the high quality of Assure's cosmetic repair services and Assure's reputation and standing for delivering high quality cosmetic repairs.

6.2 To ensure the quality of Assure cosmetic repair services as well as Assure's name and recognition as a high-quality repair option, your Mem-

bership is subject to the proceeding:

(a) In order to qualify for the Assure Gold & Platinum-Plan Member-Designated Vehicles there must have been no more than four months between the application date and the vehicle's date of registration, or be accepted by Assure Personnel in writing. For both circumstances, the Member-Designated Vehicle must not have suffered any damage before the start of the Membership.

(b) In order to qualify for the Assure Plan Member-Designated vehicles that must either be new, or purchased through a Assure Approved Dealer and be no more than ten (10) years old based upon the original date of registration. The Member-Designated Vehicle shall not have suffered an damage before the start of this Membership.

(c) You agree that the information that You have provided in regards to yourself and your vehicle is complete and correct.

6.3 If any information in regards to your yourself and/or your vehicle is incomplete or incorrect, Assure shall do the following:

(a) Terminate the Membership agreement, and discontinue any Assure duties under the agreement; and

(b) Not enter into any Repair Contracts or issue any Repair Quotes.

## 7. Verifications Agreements

In providing the materials and details relevant to the application of a vehicle as the Member-Designated vehicle for a Membership Plan, You have verified that You have read and understood and consented to all provisions in this agreement, including Section One (Assure Membership Agreement), Section Two (Services for Repair), Section Three (Overall Conditions) and Section Four (Glossary of Terms).

## 8. Membership Transfer

8.1 You may change your Nominated Vehicle once over the course of your Membership (including any renewals), subject to:

(a) Assure's prior written consent, which may be provided at its absolute discretion; and

(b) Assure being able to verify the condition of the new Member-Designated Vehicle. You agree to provide Assure with complete and accurate information for this purpose.

8.2 You may not transfer or assign your Membership or this Membership Agreement to any person, and this Membership applies to your Member-Designated Vehicle only while You are the registered owner.

## **9. Privacy of Information**

9.1 The Assure Privacy Policy and Agreement dictates the collection, usage, distribution and preservation of your personal details. You consent to our access, storage and usage of any details given by You in pursuant of the provisions outlined in the Policy.

9.2 You agree to supply us with details in respect to your vehicle and yourself for the purpose of registering those details in the Assure System.

9.3 For training and quality purposes, your phone calls to Assure may be monitored and recorded.

9.4 You are entitled to access and correct your personal details held by Assure at your demand.

## **10. Agreement Cancellation**

10.1 You may only cancel your Membership if Assure is in breach of its obligations under this agreement and does not rectify that breach within 7 days of You notifying Assure of the breach and requesting the breach to be rectified.

10.2 Assure may suspend your Membership and your access to the associated benefits at any time if any amounts are owed to Assure. This includes any unpaid Repair Fees or other outstanding amounts.

10.3 If You sell your Member-Designated Vehicle, your Membership can be transferred to the new owner if You notify Assure in advance. If You do not notify Assure in advance then your membership will cease automatically when You cease to be the registered owner of your Designated Vehicle.

10.4 Assure may cancel your Membership immediately by notifying You in writing if:

- (a) You do not pay any applicable Repair Fees within 7 calendar days of a request from Assure;
- (b) Your Membership renewal is more than 30 days overdue;
- (c) You provide Assure with false or inaccurate information about yourself or your Designated Vehicle;
- (d) If You act in an abusive, offensive or threatening manner to Assure or its staff, technicians or personnel.

10.5 If Assure cancels your Membership, you will not be entitled to a refund of any Membership payments made to date. Additionally, Assure may recover any outstanding Repair Fees at the time of cancellation.

## **11. Liability**

To the maximum extent permitted by law, Assure's maximum liability to You for any loss or damage incurred by You or any other party resulting directly or indirectly out of your Membership is limited to the amount You have paid to Assure in accordance with this Membership Agreement.

## **12. General Terms**

12.1 A term or part of a term of this Membership Agreement that is illegal or unenforceable may be severed from this Membership Agreement and the remaining terms or parts of the term of this Membership Agreement will continue in force except to the extent that the provisions to be severed would materially change the substance of this Membership Agreement.

12.2 Assure collects, uses and stores personal information only in accordance with applicable laws and Assure's Privacy Policy. A copy of that policy is available here: <https://assurescratchanddent.com/terms-conditions/>

12.3 This Membership Agreement is governed by the laws of the State of California, and each party submits to the non-exclusive jurisdiction of the state or federal courts located in California.

## Section Two: Services for Repair

### 1. Repair Quote Applications

1.1 You may request a Repair Quote through the App (or via such other method as Assure may make available from time to time) by sending photos of the damaged area in accordance with instruction in the App.

1.1 Assure will assess each request for a Repair Quote and will use its best endeavors to confirm whether the request is approved or denied. If Assure deems it necessary, Assure will arrange a mutually agreeable time for a technician to conduct a formal on-site assessment. Assure will endeavor to respond to all requests within 2 Business Days and, if the request has been approved, to complete repairs within 28 Business Days of a request being submitted.

1.2 There is no limit to the number of times You may request a Repair Quote during your Membership.

### 2. Providing a Repair Quote

2.1 If a Assure technician determines that the repairs requested are Eligible Repairs and can be completed, Assure may issue You with a Repair Quote. Assure may also decline to provide a Repair Quote for any reason and at its absolute discretion.

2.2 If your repair falls within the repair size limits and if Assure decides to issue You with a Repair Quote, the Repair Quote will generally be the current low member fee of \$50.00 or such other fee as updated and advertised on the App.

2.3 The Repair Quote will include details of the Eligible Repairs to be completed, the price payable for those Eligible Repairs (including Repair Fees) and any other details that Assure's technician considers appropriate.

### 3. Accepting a Repair Quote

3.1 You may accept a Repair Quote by notifying Assure or Assure technician and if accepted that quote constitutes a separate contract between Assure and You.

3.2 For clarity, Assure is not legally obliged to perform any Eligible Repairs until and unless You have accepted the relevant Repair Quote.

3.3 If You accept the Repair Quote You also agree to pay the Repair Fees upon completion of the Eligible Repairs. Unless otherwise agreed, payment must be made onsite by credit card through the Assure technician.

### 4. Repair Performance

4.1 After You accept a Repair Quote, Assure will arrange a mutually agreeable time and location with You to undertake the required Eligible Repairs. If an onsite assessment is required in order for Assure to determine whether or not to accept the request, Assure will endeavor to undertake the Eligible Repair at the same time as the assessment is made (assuming that Assure has decided to accept the request and You approve the Repair Quote).

4.2 Please note that Eligible Repairs can only be undertaken on private property which You own or otherwise have express authorization to use, with a workspace of at least three six feet clearance around the vehicle.

4.3 Assure reserves the right to reschedule or decline to conduct Eligible Repairs if, for example, a suitable location cannot be found, or the weather makes doing so impractical, unsuitable or unsafe or for any other reason that Assure may decide acting reasonably.

### 5. Warranties

5.1 Our services come with lifetime guarantee on the any accepted and completed repairs. . In the event that we are unable to satisfy our obligations under this guarantee, You are limited to the following options:

(a) to cancel your service contract with us; and  
(b) You are not entitled to any refund, as this is a complimentary membership. However, you may be eligible for compensation if the value of the membership has been reduced.

5.2 Assure is not obliged to repair any damage caused by faulty or defective repairs conducted by a third-party.

5.3 To the extent permitted by law, Assure expressly excludes all liability for any form of loss or damage incurred by You or any other party resulting directly or indirectly out of your Membership.

5.4 Subject to any consumer or other legal rights You may have, if You believe that any repairs are defective in any way, You must notify Assure within 7 calendar days through the App, or otherwise by sending Assure an email at [Scratch & Dents info@Assure.com](mailto:Scratch & Dents info@Assure.com) together with a photo of the repair work and an explanation as to why You think it is defective.

5.5 Assure will review the material provided and if Assure is satisfied that the defective repairs were directly caused by Assure, it may in its discretion:

(a) reperform the repairs; or

(b) provide You with a refund in respect of the defective repairs; or

(c) at Assure's discretion, arrange the repair to be rectified at a fixed site repair facility in which case Assure may require at least 2 quotes.

Repair Performance	Repair description
Metal Panel Scratch Repair	Repair of one deep scratch up to 2.4 inches in length and 2.4 inches in width and 0.1 inches in depth on any vertical panel and where the damage is contained to a single panel (excludes roof, bonnet, boot and tailgate)
Plastic Bumper bar scrape	Repair of 1 scrape or scratch up to 19.7 inches in diameter and 0.8 inches in depth on any painted plastic bumper bar. (excludes textured plastic bumper bars)
Plastic Body Kit	Repair of one scrape or scratch up to 19.7 inches in diameter and 0.8 inches in depth on any painted plastic body kit component. (excludes painted textured plastics)
Plastic side mirrors	Repair of a scuff or scrape on one plastic painted side rear vision mirror (excludes damage to in built light lenses)
Pressure Dent	Repair of one pressure dent up to 2.3 inches diameter on any flat panel where the paint has not been chipped or damaged (excludes dents caused from hail damage and dents on the extreme edge of a panel, and dents on style lines or metal folds)
Surface Scratches	Repair of surface scratches on up to five panels where the scratches do not cut through the clear coat and can be removed by professional buffing.
Mag wheels	Repair of gutter scuffs on one alloy wheel (excludes chrome, high polished and some specialist wheels)
Interior leather and Vinyl	Repair of one tear on interior seats and arm rests where the damage has extended fully through the material but not larger than 80mm in length and 0.2 in width (excludes minor wear & tear surface marks)
Stone chips	Colour match and cosmetically "touch up" and seal up to 35 individual stone chips to prevent rust (damage may still be visible)
Windscreen chip	Repair up to Two (2) stone chips on the front windscreen up to a maximum size of 10mm in diameter. (Excludes damage that affects Advanced Driving Assistance Systems (ADAS) or where replacement is otherwise recommended to meet roadworthy safety standards)

## 6. Eligible Repairs

A repair will be an "Eligible Repair" if it falls within the "inclusions" and not within any of the "exclusions" below.

### Main repair exclusions

1. Paintwork that is a matt finish;
2. Any damage that exceeds the repair size limits;
3. The repair of any damage that requires replacement parts;
4. Repairs that require a workshop or workshop conditions for completion;
5. Repairs to dents on style lines or metal folds;
6. The replacement of decals and body wraps;
7. Any damage that also has structural damage;
8. Chrome, high polished and some specialist wheels;
9. Deep metal panel scratches on roof trunk lid and hood;

10. Damage to any textured molded plastic component;
11. Dents caused by hail stones;
12. Any component that has been changed from original equipment manufacturer part unless otherwise agreed by Assure; and/or
13. Repairs that were on your vehicle prior to joining.
14. Carbon Fiber

### Other exclusions

1. Suitable for cars up to 10 years of age with no pre-existing damage
2. Excludes cars used in your business
3. Excludes repairs outside the Service Area
4. Paint repair work cannot be conducted in underground parking garages



## Section Three: Overall Conditions

1.1 Terms and Condition can be subject to general amendments by Assure to adjust the provisions outlined in pursuant with the conditions set out below:

1.2 Adjustment can be made to the scope and status of the Membership Services in respect to the relevant Membership Plan.

1.3 Adjustments can be done in relation to the nature, scope, details and concretization of services including repair and be relevant to the then valid prices for repair services.

1.4 Assure Membership agreements, Repair Contracts and contracting outlines are subject to adjustment in respect to any provision involved.

1.5 Membership Services are developed at Assure with the intent to assure that adjustments made are to raise the quality and efficiency of Assure service or procedures, such as the extension of the plan to new services, the implementation of updated repair tools and methods, and retaining a reasonably competitive pricing in accordance with the market.

1.6 The Membership Plan in respect to the Member-Designated vehicle may be subject to change under notice of adjustments as updated on the Assure web page or in the form of a newly delivered agreement outlining the adjusted Terms and Conditions.

1.7 Adjustments made to the Terms and Conditions become valid seven (7) calendar days after the notification is updated on the Assure App.

1.8 Your consent to the Terms and Conditions will be recognized at your application for repair services in respect to the Membership Plan after the date wherein notification of adjustment is updated on the Assure App.

1.9 A term or part of a term of these Terms that is illegal or unenforceable may be severed from these Terms and the remaining terms or parts of the term of these Terms will continue in force except to the extent that the provisions to be severed would materially change the substance of these Terms.

1.10 These Terms are governed by the laws of the State of California, and each party submits to the non-exclusive jurisdiction of the state or federal courts located in California.

## Section Four: Glossary of Terms

The following definitions apply to your Membership Agreement and these Terms:

**App** means the Assure mobile application (if any) available to all Assure members.

**Approved Dealer** – means a registered motor car dealer authorized by Assure and given the authority to enter your personal information and the Vehicle information into the Assure Sales System.

**Approved Personnel** – means a recognized person permitted by the Approved Dealer to act in their representation with Assure's pre-made authorization.

**Business Day** means a day other than a Saturday or Sunday which is not a public holiday in California.

**Assure Sales System** – means the pathway online for recording and registering your information as a Member and the information on your Member- Designated Vehicle under a selected Membership Plan.

**Assure** – the Membership Plan that is illustrated in this agreement stated below Section One (Assure Membership Agreement) as your Membership Plan is subject to state in your Membership Plan Schedule, Section Three (Overall Conditions), and Section Four (Glossary of Terms).

**Eligible Repairs** means the repairs and repair-related works which Assure provides as part of your Membership, being repairs which falls within the "inclusions" and not within any of the "exclusions" in section 5.

**Member** – means the person who has entered into the Membership Agreement and is currently enrolled in the Membership Plan.

**Member-Designated Vehicle** – is the vehicle designated by the Member for a Membership Plan, as outlined upon the Membership Plan Schedule.

**Membership** – are the contractual entitlements and responsibilities between Assure and You outlined in this agreement per Section One: Assure Membership Agreement, wherein the Membership Agreement is in reference to that agreement.

**Membership Agreement** means the agreement between Assure and You, setting out the terms of your Membership and incorporating these Terms.

**Membership Plan** – means the range of repair services including any features or benefits designated as being

available for your Designated Vehicle under any particular Membership program, subject to any rules conditions or constraints related to that Membership program.

The scope of repair services or other benefits for Member-Designated vehicles as part of selected Membership Plans may be limited in the future by changes to the terms and conditions and/or the Membership Plan.

Membership Plans shall constitute the Assure Gold & Platinum Plan, Assure Plan or further plans created by Assure as it may do in its sole discretion.

Membership Plan Schedule – means Membership Plan schedules outlining specifications of the Membership Services.

**Membership Service** – means the services set forth in Section One (Assure Membership Agreement).

**Month** – means a calendar month.

**Monthly Fee** – means the charge to Monthly Membership.

**Privacy Policy and Agreements** – means the latest updated version of the privacy policy and agreement posted on Assure's App.

**Repair Contract** – means individual contracts created for selected Repair Services as outlined under Section Two (Services for Repair) which consists of the terms in Section Two (Services for Repair) and the respective Repair Quote.

**Repair Fee** means the fees payable in relation to Eligible Repairs, as set out in a Repair Quote.

**Repair Quote** means a quotation for Eligible Repairs provided by Assure or a Assure Qualified Technician.

**Repair Request** – means a request made by a Member in accordance with the "How to make a Repair Request" procedure contained in these Terms and Conditions.

**Repair Service** – means a small-to-medium area repair technique for restoring Minor Cosmetic Damage on Your vehicle. A typical Repair Service involves cleaning, preparing and priming the damaged area, followed by spraying and finishing with lacquer.

**Qualified Technician** – means a trained repairer or associated facility authorized by Assure;

**Start Date** means the date Your Membership commences

**Service Area** means the geographic area in which repairs to the Member-Designated Vehicle may be performed. Unless otherwise agreed by Assure, the Service Area shall be limited to the zip code of your address as provided to Assure when You became a member or any new address as provided to Assure, so long as Assure

has services available in that location, which will be published from time to time on the Assure website.

**Terms and Conditions** – means this agreement constituting Section One (Assure Membership agreement), Section Two (Services for Repair), Section Three (Overall Conditions) and Section Four (Glossary of Terms), inclusive of amendments, adjustments, addendums and alterations to this agreement or any of the sections to it that Assure should upload to the web page once in a while or in any case notify You.

**Terms** means these Repair Terms & Conditions, as updated or amended from time to time.


**Website** means the Assure website accessible at <https://assurescratchanddent.com/terms-conditions/>

**You/Your** means the individual or company specified on Your Membership Agreement; and Your vehicle means the vehicle shown on Your Membership Agreement.





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