

# CLARITYCOAT PROTECTOR PROGRAM

## COVER TERMS AND CONDITIONS

IMPORTANT – CLAIMS PROCEDURE – IN ORDER TO CLAIM YOU MUST CONTACT THE ADMINISTRATOR PRIOR TO ANY WORK BEING CARRIED OUT AND WITHIN 90 DAYS OF THE INCIDENT THAT CAUSED THE DAMAGE OCCURRING – ANY WORK CARRIED OUT WITHOUT AUTHORISATION WILL NOT BE COVERED AND WILL RENDER THE CLAIM INVALID.

WHEN A CLARITYCOAT PROTECTOR PROGRAM REPAIR CANNOT BE ACHIEVED, THE VEHICLE WILL REQUIRE A BODY CARE REPAIR. BODY CARE REPAIRS ARE NOT COVERED BY THIS SERVICE AGREEMENT.

### INTRODUCTION

CLARITYCOAT PROTECTOR PROGRAM REPAIR provides coverage for your vehicle against scratches, minor dents and scuffed bumpers etc caused by day-to-day motoring.

### A. DEFINITIONS

Certain words throughout this document are defined words and are shown in bold print.

**Administrator:** EA Detailer Pte Ltd

**Application:** Any written or oral declaration together with any additional information you may have supplied to us in support of your application for this agreement.

**Approved Repairer:** A repairer appointed by us to undertake repairs to the vehicle.

**Claims Limit:** The maximum number of claims that can be made during the **period of cover** are:

Terms	No of Claims per 12 months	Total No. of Claims
36 months	3	9

**Cost of Repairs:** The usual charges for repair to the vehicle in the event of **minor repair damage** which can be described as a CLARITYCOAT PROTECTOR PROGRAM repair, exclusive of any part of such charges that may exceed the claim limit that applies to this agreement; subject to the maximum Claim Limit.

**Day-to-Day Motoring:** Use of the vehicle for social, domestic and pleasure purposes including journeys to and from a permanent place of work.

**Damage:** A sudden and unforeseen event resulting in accidental damage to your vehicle.

**Expiry Date:** The date cover ceases as specified in your service agreement schedule.

**Geographical Area:**

a) was in the Republic of Singapore, West Malaysia and that part of Thailand within 80.5 kilometres of the border between Thailand and West Malaysia; and

b) whilst in transit by sea during direct sea route across:

a. the straits between the island Penang and mainland West Malaysia;

b. the straits between Changi Point, Singapore and Tanjong Berungkor, Johore.

and repairs that have been carried out within the Republic of Singapore by EA Detailer Pte Ltd only.

**Ineligible Vehicles:** Vehicles ineligible for service agreement, including any vehicle over 1 month old with ClarityCoat or that has done more than 500km with ClarityCoat or any commercial vehicle over 3.5 tonnes, rental vehicles, emergency vehicles, taxi, bus, truck, motorcycle or vehicle used for dispatch or hire and reward, driving schools, road-racing, rallying, pace-making, speed testing or any other competitive event.

**Mileage Limit:** The vehicle must not exceed an additional 30,000 kilometers per annum from the registered recorded mileage as at the start date during the Period of Cover.

**Minor Repair Damage:** A sudden and unforeseen event resulting in accidental damage to your vehicle, which can be described as one of the following; minor dents, light scratches, heavy scratches, or scuffed bumpers, but excluding body shop repairs;

- **Light Scratches** (such as a “hedge scratch”) – Means a scratch that is visible but not deep enough to expose the bare metal, not exceeding 15cm in diameter, 3mm in depth, and not extended over more than 2 adjacent body panels.
- **Heavy Scratches** (where you can nick your fingernail on the scratch) – Means a visible scratch to the vehicle body panel not exceeding 15cm in diameter, 3mm in depth, not extended over more than 2 adjacent body panels.
- **Minor Dent** – Means a dent to a metal body panel not exceeding 15cm in diameter, 3mm in depth, where such panel has not been ripped, perforated or torn and where the dent is not within 3cm of the edge of the panel.
- **Scuffed Bumpers** – Means damage up to 15cm in diameter, 3mm in depth and sitting within 1 body panel.

**Period of cover:** Your service agreement commences on the start date shown in your service agreement schedule and ends as soon as any of the following events occur;

1. The expiry date or mileage, as shown in your **service agreement schedule** is reached;
2. You, or anyone representing you, defrauds or deliberately misleads us or the administrator;
3. The vehicle, as shown in your service agreement schedule, is sold or transferred to a new owner more than once;
4. The maximum claim limit in Section D is reached;
5. You modify the paintwork;

**Service agreement schedule:** This contains your details, details of the insured vehicle, and the period of cover. Please check that information contained in the service agreement schedule is correct and that it meets your requirements. If it does not, please contact the Sales Executive or Service Advisor who arranged this service agreement for you or the administrator.

**Start Date:** The date cover commences as specified in your service agreement schedule.

**Terrorism:** Any act of any person or organisation involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

**Vehicle:** The passenger car proposed for service agreement or where accepted the passenger car specified in your service agreement schedule.

**We / Us / Our:** EA Detailer Pte Ltd

**You / Your:** A customer of EA Detailer Pte Ltd who is eligible for and has applied for this service agreement and has agreed to pay the premium.

## **B. ELIGIBILITY**

The CLARITYCOAT PROTECTION PROGRAM is available for purchase if the vehicle meets all the following conditions:

1. Registered vehicle must have an existing ClarityCoat that is not expired.
2. Vehicle is under 1 month old from the date of ClarityCoat AND travelled mileage less than 500km (at point of purchase).
3. Vehicle is not an ineligible vehicle

### **WHAT IS COVERED**

If within the geographical area and within the period of cover, as a result of day-to-day motoring;

#### **CLARITYCOAT PROTECTOR PROGRAM**

- The cost of the minor repair damage will be covered under this program, after the assessment and confirmation of eligibility by a Service Advisor.
- Up to the maximum number of claims per year.

### **C. WHAT IS NOT COVERED**

Your agreement does not cover any claim:

#### **1. CLARITYCOAT PROTECTOR PROGRAM**

- a) which is not minor repair damage as determined by our Body Care & Repair Service Advisor;
- b) for door handles, side mirrors and rims
- c) caused by or to stickers or decals;
- d) for cracked or dented bumpers;
- e) for minor damage to beading or moulding;
- f) for minor damage that involves accessories, door mouldings, window mouldings, lights of any sort or any window panel;
- g) where the vehicle has pearlescent, matte, two tone or custom paintwork.

#### **2. GENERAL (APPLIES TO CLARITYCOAT PROTECTOR PROGRAM)**

- a) incurred more than 90 days before the claim is reported;
- b) for the cost of any work carried out on the vehicle without authorisation from the administrator;
- c) where the cost of repair or replacement recoverable under any other service agreement or warranty; in respect of any loss of use of your vehicle or any consequential loss of and kind;
- d) which is the subject of fraud, false actions or dishonesty or any act or omission which is wilful or unlawful;
- e) where this agreement is not purchased within 30 days of the delivery date of your vehicle;
- f) for general wear and tear or neglect or a defect claim which is deemed not to be minor repair damage.
- g) where loss or damage is caused by a road traffic accident, fire or theft;
- h) where the Mileage Limit has been exceeded;
- i) where the damage occurred before the Start Date or after the expiry date of the agreement as shown in your service agreement schedule;

j) which is the subject of fraud, false actions or dishonesty or any act or omission which is wilful or unlawful;

k) environmental damage including rust, corrosion, hail damage, storm damage and damage from chemicals.

l) for repairs required due to the alterations of the vehicles' original specification or installation of experimental equipment (modifications) which are neither provided for nor authorised by the manufacturer or administrator.

m) where loss of profits, sales, business or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation, any indirect or consequential loss or damage occurred if the vehicle is grounded at the workshop

#### **D. MAXIMUM CLAIM LIMIT**

The maximum number of claims that can be made during the period of cover is:

Terms	No of Claims per 12 months	Total No. of Claims
36 months	3	9

#### **E. GENERAL EXCLUSIONS**

This service agreement does not cover:

1. Any other costs that are caused by the event which led to your claim, unless specifically stated in this agreement document.

2. Any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of terrorism or war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

3. Nuclear Risk, meaning damage or destruction caused by, contributed to or arising from:

a) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

4. Sonic Boom, meaning any damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### **CONDITIONS AND LIMITATIONS**

1. This agreement is non-refundable. It is meant for the exclusive use of the vehicle registered to the agreement.

2. **CLARITYCOAT PROTECTOR PROGRAM** can only be paid in cash. No utilisation of Service Credits.

3. Package upgrade is not possible whilst the agreement is in place. Any extension of the agreement will only take effect upon expiry of the existing agreement.

4. Non-refundable if the number of claims in this program is not fully utilized within the validity period.

5. We reserve the right to examine the vehicle during the period of cover.

6. Where the repair for which you are claiming extends over 2 body panels this will be treated as 2 claims.

7. You will be responsible for any costs incurred in the event that the reported minor repair damage exceeds 15cm.
8. You will be responsible for payment of any repair work completed by the approved repairer that falls outside of the scope of this agreement.
9. The agreement is only for the passenger car specified in the service agreement schedule, and cannot be transferred to the next owner, if any.
10. If any information provided to us or the administrator by you, or anyone acting on your behalf, is inaccurate or if you fail to disclose any information which might reasonably affect our decision to provide service agreement under this agreement, your right to any benefit under this agreement will end.
11. This agreement, the application and any other written statement made by you, or on your behalf, on which we or the administrator have relied when accepting your agreement, shall constitute the entire contract between you and us.
12. If any claim made under this agreement is fraudulent or is intended to mislead us or the administrator, or if fraudulent or misleading means are used by you or anyone acting on your behalf to obtain any payment under this agreement, your right to any benefit under this agreement shall immediately end and we shall be entitled to recover any previous benefit paid and any costs incurred.
13. We reserve the right to modify the Terms & Conditions without prior notice

## **F. HOW TO MAKE A CLAIM**

**IMPORTANT – PLEASE NOTE THAT ANY WORK COMPLETED WITHOUT AUTHORISATION FROM THE ADMINISTRATOR WILL NOT BE COVERED AND WILL RENDER THE CLAIM INVALID.** It is important that you follow the claims procedure described below. Failure to follow the procedure may result in your claim being rejected.

### **CLAIMS PROCEDURE**

1. You must contact the administrator within 90 days following damage occurring to your Vehicle.
2. You must take the vehicle to the authorised repairer as advised by the administrator. The repairer will photograph the damage and assist with completion of the claims.
3. It is your responsibility to ensure that any damage reported conforms to the measure / ruler provided and you must confirm this when submitting a claim.
4. The claim will then be assessed subject to the terms and conditions and if valid, repairs will be effected by the approved repairer.

### **IMPORTANT**

Any costs not covered by, or in excess of, the terms of your agreement are your responsibility and are not covered by this service agreement.

## **G. DATA PROTECTION**

The administrator holds personal information about you in order to administer your service agreement, to process any claims you may make, to comply with regulatory requirements and to prevent fraud. The administrator may need to disclose information about you to one or more service agreement companies, assessors, regulatory authorities or fraud prevention agencies.

## **H. LAW**

The parties to this agreement are subjected to the law Republic of Singapore.

## **I. CANCELLATION**

We hope you are happy with the cover this service agreement provides. However, if after reading this agreement wording, this service agreement does not meet with your requirements, please return it to the administrator within 14 days from the date of issue and they will refund your payment and notify us. No refund of premium will be made for cancellation after this period.

Please note that this is only possible provided that no claim has been made and you do not intend to make a claim.

## **J. PREMIUMS AND CLAIMS – YOUR RIGHTS**

Personal Data held on customers may be used for research and statistical purposes but only with the explicit consent of the customer would this take place. To assess the terms of the agreement or handle claims which arise, we and the administrator may need to collect data which the Data Protection Act defines as sensitive (such as medical history, criminal convictions or employment records). Data protection laws impose specific conditions in relation to sensitive information including, in some circumstances, the need to obtain your explicit consent before such information is processed. When you apply for this service agreement, consent is given to the processing and transferring of information described in this notice by us and the administrator and our agents. Without consent, we would not be able to offer this service agreement.