WePROTECT Premium Protection Plan
Terms and Conditions

1. **Warranty Coverage** This warranty certificate ("Certificate") is provided by WePROTECT by ClimateCare (the "Provider") to the customer named above ("Customer") of the HVAC equipment ("Equipment") listed above. The equipment was installed by the dealer named above (the "Dealer") at the location specified above. Warranty coverage is only provided to owner-occupied single-family homes. The Provider warrants that the Equipment is free from defects in materials and workmanship under normal use and service during the warranty period, subject to the terms and conditions outlined herein.
2. **Warranty Period** The Dealer shall be responsible for warranting the installation for the first 90 days after the installation. The warranty coverage of this Certificate shall commence on the 91st day following the date of installation and will remain in effect until the expiry of the period of the plan selected above, unless otherwise specified in writing.
3. **Warranty Coverage** This Certificate covers the following, as per the plan code above: (a) Comprehensive Coverage (TLC Plans): The Provider warrants all parts not covered by the manufacturer's warranty, such as single-use safety controls. This comprehensive coverage includes replacement of the heat exchanger or compressor, as well as all major electrical components not covered by the manufacturer; (b) Labour: The Provider will cover the labour costs necessary to repair or replace the defective parts covered by the manufacturer's warranty. See Exclusions below.
4. **Exclusions** This Certificate does not cover the following: (a) Damages due to misuse or abuse: Any damage caused by improper installation, operation, or lack of annual maintenance, including but not limited to failure to follow the manufacturer's operation instructions; (b) Normal wear and tear: The warranty does not cover components that naturally degrade over time, such as filters, belts, or other consumables; (c) Acts of nature: Damages caused by extreme weather conditions, natural disasters, power surges, or other external factors are not covered under this warranty; (d) Unauthorized repairs: Any repairs or alterations made to the Equipment by anyone other than an authorized representative of the Provider will void this warranty; (e) Refrigerant is only covered under Comprehensive Certificates, only after a repair has been completed and is limited to a maximum of 10 lbs during the Certificate period. Refrigerant "top-ups" and recharges of a leaking system where no repair has been completed are excluded; (f) Labour to replace heat exchangers or compressors is subject to a maximum $400 credit unless Comprehensive coverage was purchased; (g) Service calls that do not require a repair to the equipment listed above are not covered.
5. **Warranty Claims** To file a warranty claim, the Customer must contact the Dealer listed above, or an alternate approved by the Provider, and provide the following to the Dealer: (a) Proof of purchase and installation (receipt or invoice); (b) This Warranty Certificate; (c) A description of the issue and symptoms experienced with the Equipment; (d) Access to the Equipment for inspection and repair, as necessary. The Provider reserves the right to inspect the Equipment before determining whether a warranty claim is valid.
6. **Warranty Transfer** To transfer ownership of the Certificate, the new homeowner must send the Provider a written notification within 60 days of the change of ownership, with a $75 transfer fee, plus applicable taxes. The original Warranty Period remains. Claims are covered only if the homeowner is properly registered as the Customer with the Provider at the time of product failure.
7. **Limitation of Liability** The Provider's liability under this warranty is limited to the repair of the Equipment. The Dealer is not liable for any indirect, incidental, or consequential damages, including but not limited to loss of use, property damage, or personal injury, arising from the use of the Equipment. In no event shall the aggregate liability of the Provider under this warranty be greater than the original cost of the Equipment purchased from the Dealer.
8. **Customer Responsibilities** The Customer agrees to: (a) Perform annual maintenance to ensure the proper operation of the Equipment; (b) Keep a copy of the manufacturer's maintenance guidelines and follow them; (c) Ensure that the Equipment is accessible for any required service or inspection.
9. **Warranty Registration and Activation** Registration must be completed within one (1) year of the installation date. Warranty activation begins forty-five (45) days after the Provider has received all required documentation and payment. Failure to register the warranty with the Provider may result in delayed or affected warranty coverage.
10. **Governing Law** This warranty is governed by and construed in accordance with the laws of Ontario. Any disputes arising from this warranty will be subject to the exclusive jurisdiction of the courts in Ontario.
11. **No Other Warranties** Except as expressly stated in this Certificate, no other warranties, either expressed or implied, including the implied warranties of merchantability or fitness for a particular purpose, are made by the Provider.
12. **Cancellation of Plan:** To cancel the plan, the customer must notify the selling Dealer from whom they purchased the plan within 30 days of the plan purchase date. The Dealer will be responsible for providing a refund to the customer for the amount paid.

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