

## 36-MONTH TIRE RACK TIRE ROAD HAZARD SERVICE PROGRAM

**IN ORDER TO EXPEDITE THE CUSTOMER SERVICE PROCESS, PLEASE RETAIN AND PRESENT YOUR ORIGINAL PURCHASE INVOICE IMPRINTED WITH THE ROAD HAZARD REGISTRATION NUMBERS WHEN REQUESTING ANY SERVICE UNDER THIS ROAD HAZARD SERVICE PROGRAM.**

This Tire Road Hazard Service Program ("Road Hazard Program") is administered by Sonsio Management, Inc. (when referenced in such capacity, "Administrator").

In the State of Ohio, this Road Hazard Program is provided by Sonsio Management, Inc. (when referenced in such capacity, "Ohio Provider"). The obligations of the Ohio Provider under this Road Hazard Program are guaranteed under a reimbursement insurance policy issued by American Bankers Insurance Company of Florida ("American Bankers"), 11222 Quail Roost Drive, Miami, FL 33157-6596, (800) 852-2244. If the Ohio Provider fails to pay or provide service on a valid claim, including any obligation to refund the Road Hazard Program holder upon cancellation of the Road Hazard Program, within sixty (60) days after proof of loss has been filed, the Road Hazard Program holder is entitled to make a claim directly against American Bankers. In the State of Ohio, this Road Hazard Program is not insurance and is not subject to the insurance laws of Ohio.

In the State of New York, this Road Hazard Program is administered and provided by Sonsio International of Wisconsin, Inc. ("NY Provider"), PO Box 17540, Golden, Colorado, 80402. The obligations of the NY Provider under this Road Hazard Program are insured under a service contract reimbursement insurance policy issued by American Bankers. If the NY Provider fails to pay or provide service on a valid claim, including any obligation to refund the Road Hazard Program holder upon cancellation of the Road Hazard Program, within sixty (60) days after proof of loss has been filed, the Road Hazard Program holder is entitled to make a claim directly against American Bankers. The Tire Rack, Inc. ("Tire Rack"), the Seller of this Road Hazard Program, is identified by name and address on your original purchase invoice, which is provided to you by Tire Rack and made a part of this Road Hazard Program.

This Road Hazard Program is extended only to you, the original purchaser, and not to anyone who may purchase your tires during the term of this Road Hazard Program. This Road Hazard Program covers only the tires listed on your original purchase invoice. You must purchase a Road Hazard Program for each covered tire. A unique road hazard registration number is required for each covered tire and must be imprinted on your original purchase invoice. This Road Hazard Program covers your tires for a term of 36 months from the date of purchase of the Road Hazard Program, or until 2/32" or less of tread remains, whichever occurs first.

**WHAT IS ROAD HAZARD DAMAGE?** Road hazard damage is damage that occurs when a tire fails as a result of a puncture, bruise, or impact break incurred during the course of normal driving on a road maintained by state or local authority. Nails, glass and potholes are the most common examples of road hazards.

### **WHAT YOU MUST DO TO OBTAIN SERVICE:**

1. If you have a tire that has been damaged due to a road hazard as defined above, go to a tire service facility to have your tire examined. If you are unable to locate a tire service facility, contact the Administrator at 866/237-0574 (toll free) for assistance.
2. If the tire service facility determines that your tire is repairable, the tire service facility does not need to contact the Administrator for approval to repair the tire. Have the tire repaired, and submit the required paperwork to the Administrator to receive reimbursement.
3. If the tire service facility determines that the tire is not repairable, you must contact the Administrator at 866/237-0574 (toll free) for prior authorization. The Administrator will give you a claim reference number. **You must obtain prior authorization and a claim reference number to replace the unserviceable tire or your claim may be denied.**
4. The Administrator will verify your claim and participation in the Road Hazard Program, pre-authorize your tire replacement, provide the reimbursement percentage, and will then connect you to a Tire Rack representative so that you can make arrangements to purchase a replacement tire.
5. You must purchase the replacement tire or pay for the repair. You will be reimbursed for the replacement as determined by the Administrator pursuant to the Tire Replacement Terms below (not to exceed \$399.99, plus ground shipping costs if shipped from Tire Rack) or repair (not to exceed \$25.00) of your tire, once all required documentation has been submitted and approved.
6. You must sign the repair or replacement invoice.
7. You must submit a copy of your original invoice showing the purchase of the Road Hazard Program, and a copy of your signed repair or replacement invoice to **Administrator, Tire Rack Road Hazard Service Program, P.O. Box 17480, Golden, CO 80402-6024**. You must include the claim reference number provided to you by the Administrator if your tire was replaced.
8. The damaged tire must be made available for inspection if requested by the Administrator.
9. If a tire needs to be replaced and authorization cannot be obtained because the damage has occurred outside of the Administrator's normal business hours, you may elect to wait for authorization or proceed with a tire replacement. In order to be eligible for reimbursement: (1) if replaced, the damaged tire must be retained, AND (2) the Administrator must be contacted within 2 business days. There is no guaranteed eligibility.

**10. All claim documentation, including the tire(s) if requested, must be submitted within 60 days of service in order for your claim to be considered for reimbursement.**

**FLAT TIRE REPAIR:** If a tire covered by this Road Hazard Program is damaged due to a road hazard as defined above and can be safely repaired during the term of 36 months from the date of purchase of the Road Hazard Program, and there is more than 2/32" of tread remaining, the tire may be repaired at any tire service facility. The repair will be covered for up to \$25.00 per tire per occurrence. Reimbursement is strictly limited to the cost to repair your tire and may not exceed \$25.00. You are responsible for any additional charges including but not limited to mounting, balancing, taxes, and miscellaneous fees. You do not need to purchase a new Road Hazard Program for a tire that has been repaired in order to continue under the Road Hazard Program for that tire.

**TIRE REPLACEMENT TERMS:** If a tire covered by this Road Hazard Program cannot be safely repaired during the 36-month term due to road hazard damage as defined above, and there is more than 2/32" of tread remaining, it will be replaced with an exact make/model of tire, if available. If not available, a comparable quality tire will be installed. When a tire failure occurs in the first 12 months of ownership, the tire will be replaced and you will be reimbursed for the cost of the replacement tire up to the least of (i) the original purchase price of the tire, (ii) the purchase price of the replacement tire, or (iii) \$399.99, plus ground shipping costs if shipped from Tire Rack. When a tire fails after the first 12 months, the reimbursable amount is calculated by a proration of elapsed time, not to exceed 36 months, based on the least of (i) the original purchase price of the tire, (ii) the purchase price of the replacement tire, or (iii) \$399.99, plus ground shipping costs if shipped from Tire Rack. For example, if the original price of your tire was \$100, and the tire was damaged due to a covered road hazard in the 18<sup>th</sup> month of ownership, you would be reimbursed for the amount of time remaining in your Road Hazard Program, in this case 50% (\$50.00), plus ground shipping costs if shipped from Tire Rack. Under no circumstances will 100% coverage exceed \$399.99 per covered tire. You are responsible for any additional charges including but not limited to mounting, balancing, taxes and miscellaneous fees. **IF YOU DESIRE TO INCLUDE A REPLACEMENT TIRE IN THE ROAD HAZARD PROGRAM, YOU MUST PURCHASE A NEW ROAD HAZARD PROGRAM FOR THE REPLACEMENT TIRE.**

**EXCLUSIONS AND LIMITATIONS:** This Road Hazard Program is only available in the 48 contiguous states. It is not available in Hawaii, Alaska, US territories, APO/FPO, Canada, or Mexico. This Road Hazard Program is not available on tires already covered by a manufacturer's road hazard program, or on tires with a retail price over \$399.99. The following vehicles are not eligible for coverage: vehicles with a manufacturer's load rating capacity greater than one-ton; any vehicle with a load capacity of one-ton or greater designed for, built for or used in a private recreational or commercial application including but not limited to Class A (or Type A) Motor Homes and Class C (or Type C) Motor Homes; any motorcycles, trailers, emergency service vehicles; any vehicle used for hire, towing, construction or postal service; and any vehicle used for farm, ranch, agriculture, or off-road use. Coverage excludes any damage that occurs from off-road use (off-road use is described as driving on anything that is not a paved or gravel road maintained by the state or local authority). Coverage excludes damage from vehicle accident or collision, fire, vandalism, theft, snow chains, manufacturer's defects, abuse and neglect (e.g., improper application, improper inflation, brake lock up, wheel spinning, torque snags), and cosmetic damage (i.e., damage that does not affect the structural integrity of the tire). Also excluded are damages caused by mechanical failures (e.g., failed shocks, struts, alignment, balancing) or interference with vehicle components (e.g., fenders, exhaust, springs). This Road Hazard Program does not cover competition tires, LT Metric tires, LT Flotation tires, or trailer tires. Coverage excludes any tires that have been repaired in a manner other than per manufacturer's guidelines. Also excluded are any tires that have been retreaded, recapped, regrooved, remolded, or tubed. Coverage also excludes any Tire Pressure Monitoring Systems (TPMS) and/or devices and components associated with TPMS. This Road Hazard Program only covers tires that are clearly listed on the original purchase invoice, while on the vehicle as detailed on the original purchase invoice, and covers only the original purchaser of the tires. **IF YOUR ORIGINAL PURCHASE INVOICE DOES NOT HAVE THE PROPER ROAD HAZARD REGISTRATION NUMBERS IMPRINTED THIS ROAD HAZARD PROGRAM IS NULL AND VOID. PRE-EXISTING, CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES ARE EXCLUDED.** Some states do not allow the exclusion or limitation of consequential or incidental damages, therefore such limitations may not apply to you. No express guarantee is given other than that stated herein. This Road Hazard Program gives you specific legal rights; you may have other rights, which vary from state to state. If a tire covered by this Road Hazard Program is replaced for any reason, the coverage for that tire ceases. A new Road Hazard Program may be purchased for the replacement tire.

The Administrator reserves the right to deny any claim submitted with false or misleading information, or any claim submitted where the original purchase invoice does not clearly identify the original purchaser, vehicle, and tires. **Authorization is granted based on the information provided during the call; if the documentation submitted (including the tire(s) if requested) does not substantiate the information provided during the call, your claim may be denied. All claims must be submitted within 60 days of service or your claim may be denied. All claim documentation, including the tire(s) if requested, must be submitted within 60 days of service in order for your claim to be considered for reimbursement.**

**CANCELLATION:** You may cancel this Road Hazard Program by requesting a refund from Tire Rack within 20 days after purchasing the Road Hazard Program(s). To request a refund, call Tire Rack at 866/981-3957 (toll free). A 10 percent penalty per month will be applied to any refund that is not paid or credited within thirty (30) days after a cancellation request made by calling Tire Rack at 866/981-3957. The Administrator reserves the right to cancel this

Road Hazard Program by refunding the original purchase price to the purchaser. If we cancel for any reason other than 1) nonpayment of the program price; 2) a material misrepresentation; or 3) a substantial breach of duties by you, we will provide you with written notice of cancellation at least fifteen (15) days prior to the effective date of cancellation.

**DISCLAIMER: YOU ARE NOT REQUIRED TO PURCHASE THIS ROAD HAZARD PROGRAM AS A CONDITION TO THE PURCHASE OF ANY PRODUCT OR AS A CONDITION TO THE EXTENSION OF CREDIT.**