



## Consumer Terms and Conditions

### Tire Rack Tire Road Hazard Program Consumer Terms and Conditions

#### DEFINITIONS

Throughout these Terms and Conditions, capitalized words in bold type have specific definitions as follows:

- **Cosmetic Damage** means damage that does not render the **Covered Tire Unserviceable**;
- **Coverage Period** means that coverage is effective when **You** purchase **Original Tires** from **Tire Rack**. **You** are entitled to **Program Benefits** for **Covered Losses** with **Loss Occurrence Dates** within twenty four (24) months of the date on **Your Original Tire** purchase invoice; however, coverage will end earlier when the tire is replaced, or when any part of any **Covered Tire's** tread that comes into contact with the road has a tread depth of 2/32" or less. Additionally, coverage will end when **You** transfer ownership of the **Covered Vehicle**, or if any **Covered Tire** is installed at any time on any vehicle other than the **Covered Vehicle**;
- **Covered Loss** means that a **Covered Tire** becomes **Unserviceable** during the **Coverage Period** because of damage caused by impact with a **Road Hazard**;
- **Covered Tire** means an **Eligible Tire**;
- **Covered Vehicle** means the vehicle identified on the **Original Tire** proof of purchase invoice and on which the **Covered Tire** is originally mounted;
- **Eligible Tire** means any tire that you purchased from Tire Rack with the exception of Competition Tires or Trailer Tires;
- **Loss Occurrence Date** means the date on which the repair invoice for the **Covered Loss** is opened by the Tire Rack **Tire Service Facility**. The **Loss Occurrence Date** must be on or after the date that the **Covered Loss** occurred;
- **Obligor** means Nation Motor Club, LLC with offices located at 5600 Broken Sound Blvd NW Boca Raton, FL 33487. *In Arkansas, Maine, Missouri, Washington, and Wisconsin, Obligor* means NIU of Florida, Inc. with offices located at 5600 Broken Sound Blvd NW Boca Raton, FL 33487. *In California, Obligor* means Nation Motor Club, LLC with offices located at 5600 Broken Sound Blvd NW Boca Raton, FL 33487; Service Contract License #0F82045. *In Florida, Obligor* means NIU of Florida, Inc. with offices located at 5600 Broken Sound Blvd NW Boca Raton, FL 33487; License Number: 01238. *In Oklahoma, Obligor* means Nation Motor Club, LLC with offices located at 5600 Broken Sound Blvd NW Boca Raton, FL 33487; Service Warranty License # 44198927. *In Texas, Obligor* means, **Nation Motor Club, LLC with offices located at 5600 Broken Sound Blvd NW Boca Raton, FL 33487; Texas Service Contract Provider #545**;
- **Off Road Use** means that the **Covered Vehicle** was driven on anything that is not a paved road maintained by the state or local authority, or by a private entity;
- **Primary Coverage** means any other source of recovery available to **You** for **Road Hazard** damage to a **Covered Tire** including but not limited to physical damage insurance, motor club contracts, vehicle service contracts, or **Road Hazard** warranties provided by anyone other than **Us**;
- **Program Administrator** means NIU of Florida, Inc. with offices located at 5600 Broken Sound Blvd NW Boca Raton, FL 33487. *In Florida, Program Administrator* means NIU of Florida, Inc. with offices located at 5600 Broken Sound Blvd NW Boca Raton, FL 33487; License Number: 01238. *In Texas, Program Administrator* means NIU of Florida, Inc. with offices located at 5600 Broken Sound Blvd NW Boca Raton, FL 33487. **Service Contract Provider Administrator #183**;
- **Program Benefits** means **Tire Repair Benefits** or **Tire Replacement Benefits**. Note: if the vehicle manufacturer does not permit tire repair, we will replace **Eligible Tires** that become **Unserviceable** due to impact with a covered **Road Hazard** during the **Coverage Period**;
- **Road Hazard** means a condition on a public roadway that does not belong there, including potholes, nails, glass, or other



road debris, and which causes damage to a **Covered Tire**. This definition specifically includes curbs;

- **Tire Repair Benefit** means a reimbursement to **You** for the cost of repairing any **Covered Tire**. The **Tire Repair Benefit** is limited to a maximum of forty dollars (\$40) per tire;
- **Tire Replacement Benefit** means a reimbursement to **You** for the cost of replacing a **Covered Tire**. This benefit applied to the cost of the tire only and does not include any other costs including but not limited to mounting, balancing, wheel weights, shop supplies, taxes, disposal fees, environmental fees, tire pressure sensors, and/or valve stems. During the **Coverage Period**, the **Tire Replacement Benefit** will cover one hundred percent (100%) of the current retail price of the damaged **Covered Tire** as listed on TireRack.com. The cost to replace each **Covered Tire** is further limited to a maximum of five hundred ninety-nine dollars (\$599) per tire;
- **Tire Service Facility** means any tire service shop, including Tire Rack, that replaces or repairs **your Eligible Tire** on **your Covered Vehicle**;
- **Unserviceable** means that the **Covered Tire** has been punctured or otherwise damaged to the extent that it is unsafe, or that it will no longer hold a seal with its wheel;
- **We, Us, Our** means the **Obligor**;
- **You, Your** means the original purchaser of the **Covered Tire(s)**, provided that **You** are a non-commercial, private-party, individual named as the registered owner or lessee of the vehicle on which the tires are mounted.

## WHAT IS THE TIRE ROAD HAZARD PROGRAM?

The Tire Rack Tire Road Hazard Program provides **You** with a limited warranty for the repair or replacement of any **Covered Tire** which during the **Coverage Period** becomes **Unserviceable** because of damage caused by impact with a **Road Hazard**. **Cosmetic Damage** is specifically excluded. This limited warranty applies only to losses that occur in the fifty (50) United States.

In order for **You** to be eligible for **Program Benefits**, **You** must be the original purchaser of the **Covered Tire**, and the **Covered Tire** must have been on the **Covered Vehicle** at the time it was damaged. To qualify for **Program Benefits**, **You** must comply with all rules of the Tire Rack Road Hazard Program as described herein; additionally, certain rules may apply specifically to **Your** state, and **You** can find these at <https://trrclaims.nationsafeddrivers.com>.

**Program Benefits** will be paid directly to **You** by the **Program Administrator** for all valid claims. **You** are obligated to pay the **Tire Service Facility** the amount required for repair or replacement of **Your Covered Tire(s)**.

## WHERE MUST I PURCHASE AN ORIGINAL TIRE?

**You** must purchase an **Original Tire** from Tire Rack in order to be eligible for **Program Benefits**.

## WHERE CAN I OBTAIN SERVICE FOR MY COVERED TIRE?

**You** may take your **Covered Vehicle** to any **Tire Service Facility**.

## HOW LONG ARE MY TIRES COVERED UNDER THE PROGRAM?

**You** will be entitled to **Program Benefits** for the **Coverage Period** defined above.

## WHAT IF I NEED ASSISTANCE WITH A TIRE CHANGE OR TOW?

In the event **Your Covered Vehicle** has a flat **Covered Tire**, **We** will send a service provider to change **Your** flat tire with **Your** good, inflated spare. In the absence of a good spare, **Your Covered Vehicle** will be towed to the nearest **Tire Service Facility** up to a maximum of twenty five (25) miles. **Please Note:** if there is no **Tire Service Facility** within twenty five (25) miles, or if **You** choose to have the **Covered Vehicle** towed to a **Tire Service Facility** that is more than twenty five (25) miles away, **You** must pay the excess mileage charges at the time service is rendered. To access this Tire Change and Towing benefit, dial toll-free 877-290-0503.



## HOW DO I FILE A CLAIM TO RECEIVE BENEFITS UNDER THE PROGRAM?

1. To receive **Program Benefits**, go to <https://trrclaims.nationsafedrivers.com>. **You** must register and obtain authorization from the **Program Administrator** prior to the replacement of any tire. Alternatively, **You** may call **Our** claims center at 855-623-0468. **You** must also complete and sign a claim form if requested to do so by the **Program Administrator**, and provide any other documentation that they may reasonably request including, but not limited to, digital photographs. Once **You** obtain authorization, **You** may bring the **Covered Vehicle** and **Covered Tire(s)** to any **Tire Service Facility** to conclude the repair or replacement.
2. Upon completion of the repair or replacement, **You** must provide the following documents to the **Program Administrator**: a) A copy of the receipt for the repair or replacement of the damaged tires; this receipt must be signed by **You**; b) A copy of **Your** original invoice showing the purchase of **Your** damaged tire(s) from Tire Rack; c) A copy of the receipt showing the installation of **Your** damaged tires on the **Covered Vehicle**; and d) Any other documentation reasonably requested by the **Program Administrator**.
3. If a **Covered Tire** needs to be replaced outside of the **Program Administrator's** normal business hours [Monday through Friday from 8:30 a.m. - 8 p.m. Eastern time], **You** must submit the claim electronically through our claims portal. This portal is located at <https://trrclaims.nationsafedrivers.com>. Alternatively, **You** may proceed with the tire replacement without the prior authorization from the **Program Administrator**, but **You** are then solely responsible for all amounts owed to the **Tire Service Facility** should the **Program Administrator** subsequently deny the claim. In such cases, the claim must be reported to the **Program Administrator** the next business day, and the **Tire Service Facility** must retain the damaged tire for **Our** inspection.  
NOTE: THERE IS NO GUARANTEE THAT THE CLAIM WILL BE ACCEPTED FOR ANY TIRE REPLACED AFTER HOURS WITHOUT **OUR** AUTHORIZATION.

## WHAT IF I ALREADY HAVE OTHER COVERAGE FOR MY TIRES?

**Program Benefits** are secondary to any **Primary Coverage**. When a **Covered Tire** is damaged by a **Road Hazard** and another company provides any benefits for tire repair or replacement, the **Program Benefits** will be reduced by the amount of the **Primary Coverage** benefit.

If any other motor club contract and/or vehicle service contract exists but the terms of that contract clearly states that it is secondary, the **Program Administrator** will pay fifty percent (50%) of the eligible reimbursement amount described in the Tire Replacement Benefit section of this Program.

## CAN I TRANSFER MY BENEFITS TO ANOTHER PERSON OR ANOTHER VEHICLE?

No. **You** may not transfer the benefits of the Program to any other tire(s), vehicle(s) or to any subsequent owner of the **Covered Vehicle** or **Covered Tire(s)**. Any transfer of the **Covered Tire(s)** or the **Covered Vehicle** will automatically terminate the **Coverage Period**.

## WHAT IS NOT COVERED UNDER THIS PROGRAM?

There is no coverage for any of the following: (a) Repairs or replacements made by anyone other than a **Tire Service Facility**; (b) Any tires where any part of the tire tread that comes into contact with the road has a tread depth of 2/32" or less; (c) Any loss, damage or expense caused by an accident, collision, impact with another vehicle or animal, theft, larceny, snow chains, explosion, lightning, earthquakes, fire, windstorms, hurricanes, water, floods, wet or dry rot, malicious mischief, vandalism, civil commotion, riots, nuclear discharge, war or warlike act, act of terrorism, or any cause of loss normally covered by primary physical damage insurance; (d) The repair or replacement of any tire due to manufacturer defect, or recall; (e) If for any reason the manufacturer replaces the tire at its expense or at a reduced cost, no **Program Benefits** will apply; (f) Any invoice presented for services not performed; (g) Any damage due to misuse, abuse, negligence, improper application, improper towing, improper balancing or alignment, improper inflation, run flat damage, brake lock up, wheel spinning, torque snags, or lack of proper maintenance; (h) **Cosmetic Damage** to any tire; (i) Any loss, damage or expense resulting from **Off Road Use**; (j) Any damage caused by any mechanical failure including but not limited to failed shocks, struts, alignment, or balancing, or contact with vehicle components including but not limited to fenders, exhaust system, or springs; (k) Repair or replacement of any tires that have been repaired in any manner other than the tire manufacturer guidelines and industry approved methods; (l) Repair or replacement of any tires that have been re-treaded, re-capped, re-grooved, remolded, or tubed; (m) Repair or replacement of any tire(s) used or installed on any



vehicle designed for, built for or used in any commercial application; (n) Repair or replacement of any tire(s) used or installed on motorcycles, all-terrain vehicles, motor homes, trailers, or on vehicles used for competitive driving or racing, police or emergency service, snow removal, commercial towing, construction, postal service, or any other commercial use; (o) Repair or replacement of any tire(s) used or installed on any vehicle used for farming, ranching, or agriculture, or any vehicle that is registered to or licensed to a farming or ranching business; (p) Repair or replacement of tires that are not: (i) clearly listed on the original purchase invoice; (ii) identified by the listed part/SKU numbers; and (iii) damaged while mounted on the **Covered Vehicle**; (q) Repair or replacement of tire pressure monitoring systems (TPMS) and/or devices and components associated with TPMS; (r) Consequential, incidental, and/or secondary damages; (s) Any costs that **You** may incur as a result of the need to replace a tire other than the **Program Benefits**; (t) Any expenses arising because the **Covered Vehicle** is not available for use; (u) Liability for damage to property, injury to or death of any person arising out of the operation, maintenance or use of the **Covered Vehicle** whether or not related to tire damage; (v) Storage or freight charges; and (w) Any damage that occurs outside of the United States.

## GENERAL CONDITIONS

- The Tire Road Hazard Program is provided to **You** free of charge when **You** purchase **Covered Tires** from **Tire Rack**; therefore, it cannot be cancelled and has no independent value.
- **You** are responsible for any expenses other than the **Program Benefits**.
- The Tire Road Hazard Program is non-renewable, and the period during which coverage applies is limited to the **Coverage Period**.
- To obtain the Full Terms and Conditions as they pertain to **Your** state of residence, go to <https://trrclaims.nationsafedrivers.com>.

## IS THERE ANYTHING ELSE I NEED TO KNOW ABOUT THIS PROGRAM?

1. FOR TIRE REPLACEMENTS DURING THE **PROGRAM ADMINISTRATOR'S** NORMAL BUSINESS HOURS, IF **YOU** DO NOT RECEIVE PRIOR AUTHORIZATION FROM THE **PROGRAM ADMINISTRATOR** TO REPLACE THE **COVERED TIRE(S)**, THEN **YOUR** CLAIM WILL BE DENIED.
2. **We** reserve the right to inspect any **Covered Tire(s)** prior to authorization, and prior to replacement or disposal.
3. There is no coverage for any loss in which **You**, or anyone acting on **Your** behalf, commit any fraudulent act, or falsely swear with regard to any fact or circumstance of any loss or claim.
4. **We** reserve the right to deny any claim: (i) submitted with false or misleading information, (ii) if the documentation does not clearly identify the original purchaser and that the purchase was from Tire Rack for **Covered Tires** installed on a **Covered Vehicle**, or (iii) if **You** are unable to provide the original purchase invoice for any **Covered Tire(s)**.
5. **ANY PERSON WHO KNOWINGLY AND WITH THE INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY WARRANTOR FILES A CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION, MAY BE GUILTY OF A CRIME AND SUBJECT TO CIVIL AND/OR CRIMINAL SANCTIONS.**
6. No oral representations or statements may be relied upon by **You**. The terms and conditions contained herein represent the entire agreement between the parties hereto.