



Contract # PP

Make	Model	Body Type	Dealer Name	Producer Code
Vehicle Identification Number			Year	
Enrollment Cost		Mileage		
Dealer Address				
City		State	Zip Code	Effective Date

**Term**

2 Year   
  3 Year   
  4 Year   
  5 Year

In the event no term is indicated above, this Agreement will have a term of two (2) years

Customer(s) Name			
Address		City	State
			Zip Code
Home Phone #		Email Address	

**This Is Not An Insurance Contract.**  
**This is Not An Automobile Physical Damage or Automobile Liability Insurance Contract.**

**You MUST Check and initial next to the Plan that You are electing to purchase**

- Axis Standard: Tire & Wheel (Rim) Road Hazard Protection with Limited Roadside Assistance.**  
 Customer Initials \_\_\_\_\_
- Axis Premium: Tire & Wheel (Rim) Road Hazard Protection with Cosmetic and Curb Damage AND 24 - Hour Roadside Assistance.**  
 Customer Initials \_\_\_\_\_

I/We have read this Agreement in its entirety and fully understand its content and acknowledge receipt of a copy thereof. I/We further understand that this Agreement is not required to order to purchase or obtain financing for the vehicle and that Our acceptance of the coverage under this Agreement is voluntary.

I/WE ACCEPT THIS AGREEMENT

I/WE REJECT THIS AGREEMENT

\_\_\_\_\_  
 Customer Signature(s)                                  Date

\_\_\_\_\_  
 Customer Signature(s)                                  Date

\_\_\_\_\_  
 Dealer/Lender/Lessor Signature                                  Title                                  Date

**Axis Standard - Description of Benefits**

**Tire and Wheel (Rim) Road Hazard Protection**

Provides for the repair or replacement of the **Vehicle's** tires and wheels which, during the term of this Agreement, become **Unserviceable** due to a **Road Hazard** covered under this contract. **Unserviceable** means that the tire has been punctured or otherwise damaged to the extent that it is unsafe, or that a wheel will no longer hold a seal with its tire. Tire and/or wheel damage that is cosmetic in nature and that does not render the tire and/or wheel **Unserviceable** is specifically excluded. A **Road Hazard** is a condition on a public roadway which should not exist there, such as potholes, nails, glass, or other road debris.

- **FLAT TIRES:** You will be reimbursed for the reasonable costs You incur to repair a flat tire caused by a **Road Hazard** while operating the **Vehicle** on public streets and in a legal manner.
  - **TIRE REPLACEMENT:** You will be reimbursed for the reasonable costs You incur to replace a tire, only if a tire covered by this Agreement becomes unrepairable due to damage caused by a **Road Hazard**. This coverage is valid through the tread life of a tire (3/32" or less is excluded) and replacement will be made with a tire of like kind and quality to the original tire.
  - **WHEELS (RIMS):** You will be reimbursed for the repair or replacement of wheels rendered **Unserviceable** due to a **Road Hazard** covered under this Agreement. We reserve the right to have damaged wheels repaired at Our cost by a service provider of Our choosing. We further reserve the right to replace the damaged wheel at Our cost with a remanufactured wheel of like kind and quality to the wheel that was damaged by the covered **Road Hazard**. We will cover wheel replacement only in the event that the damaged wheel cannot be repaired.
  - **MOUNTING AND BALANCING:** You will be reimbursed for the reasonable costs that You incur for mounting, balancing, valve stems, and tire disposal for any tire replaced under this Agreement. However, charges for pressure sensing devices and unspecified charges for shop supplies are excluded.
  - **TAXES:** You will be reimbursed for the cost of local and state taxes, as directed by state agencies for any tire or wheel replaced under this Agreement.
- NOTE: YOU MUST OBTAIN AUTHORIZATION PRIOR TO REPAIR OR REPLACEMENT. SEE "CLAIMS PROCEDURES" FOR DETAILS.**

**Agreement Holder Responsibilities:** You must maintain proper air pressure in all covered tires. Tires should be checked monthly for proper pressure, signs of dry rot, improper wear, and tread depth less than 3/32". Any conditions that cannot be corrected demands replacement for the safety of the **Vehicles** occupants. Replaced tires are covered for the time remaining on the Agreement.

**Exclusions:** This Agreement does not cover: (a) Any damage resulting from off-road use, racing, collision with a curb, median, or another vehicle, chain damage, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, use on a construction site or on roads not regularly maintained, vandalism or malicious mischief, theft, fire, or any loss covered by primary physical damage insurance; (b) Any damage caused by driving on tires that are improperly inflated; (c) Any damage to tires and/or wheels which are undersized, oversized, or otherwise not recommended by the **Vehicle** manufacturer; (d) Any damage to tires and/or wheels transferred from another vehicle subsequent to the effective date of this Agreement; (e) Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires or wheels; (f) Any wheel repair or replacement, or any tire replacement that is not pre-authorized; (g) Any damage to tires with tread depth of 3/32" or less at the lowest point on the tire.

**Claim Procedures:** YOU MUST OBTAIN AUTHORIZATION PRIOR TO REPLACEMENT OF ANY TIRE, AND/OR PRIOR TO ANY REPAIR OR REPLACEMENT OF ANY WHEEL. For authorization and instructions please call Our Administrator, NIU of Florida, Inc., at 888-684-9327 Monday through Friday from 9 a.m. to 8 p.m. eastern time. A proof of loss form will be provided which You MUST complete and return to NIU of Florida, Inc. at 800 Yamato Road, Suite 100, Boca Raton, Florida 33431 within thirty (30) days along with the following documentation: 1) Front and back copy of this Agreement; 2) Original replacement or repair invoice which must reflect: a) The tread depth of the damaged tire; b) Whether or not the damaged tire or wheel was repairable, and if not, why not; c) Whether or not the damage was due to a manufacturer's defect; and 3) Any other information that the Administrator reasonably requests. In the event that tire and/or wheel damage occurs after the Administrator's regular business hours, or on a weekend, You must obtain instructions and a proof of loss form online at www.niuf.com. All after-hours instructions must be followed in order to receive reimbursement. Please note that all of the Administrator's rights under this contract are hereby reserved. **NOTE: THE ADMINISTRATOR RESERVES THE RIGHT TO INSPECT ANY DAMAGED TIRE AND/OR WHEEL PRIOR TO ITS REPAIR OR DISPOSAL. FAILURE TO PRESERVE DAMAGED PROPERTY MAY RESULT IN CLAIM DENIAL.**

**Limited Towing and Roadside Assistance:** In the event of a flat tire, please call 866-312-4969 and We will dispatch a service provider to assist You. Please provide the dispatcher with Your Contract number, Plan Letter "R" and Producer Code (indicated in the registration section of this Agreement). The service provider will change Your flat tire with an inflated spare tire. Alternatively, in the event the **Vehicle** is not equipped with a spare tire, We will tow the **Vehicle** to the closest available service station.

## Axis Premium - Description of

### Tire and Wheel (Road Hazard Protection with Cosmetic Wheel Repair and Curb Damage)

This Agreement provides for the repair or replacement of the Vehicle's tires and wheels which, during the term of this Agreement, become Unserviceable due to a Road Hazard covered under this Agreement. We will also cover cosmetic damage to wheels that are damaged by a Road Hazard. Unserviceable means that the tire has been punctured or otherwise damaged to the extent that it is unsafe, or that a wheel will no longer hold a seal with its tire. A Road Hazard means injury to a tire or wheel sustained in normal operation other than as excluded below.

- **Flat Tires:** You will be reimbursed for the reasonable costs You incur to repair a flat tire caused by a Road Hazard while operating the Vehicle on public streets and in a legal manner.
- **Tire Replacement:** You will be reimbursed for the reasonable costs You incur to replace a tire, only if a tire covered by this Agreement becomes unrepairable due to damage caused by a Road Hazard. Replacement will be made with a tire of like kind and quality to the original tire.
- **Wheels (Rims):** You will be reimbursed for the repair or replacement of wheels rendered Unserviceable due to a Road Hazard covered under this Agreement. We reserve the right to have damaged wheels repaired at Our cost by a service provider of Our choosing. We further reserve the right to replace the damaged wheel at Our cost with a remanufactured wheel of like kind and quality to the wheel that was damaged by the covered Road Hazard. We will cover wheel replacement only in the event that the damaged wheel cannot be repaired.
- **Mounting and Balancing:** You will be reimbursed for the reasonable costs that You incur for mounting, balancing, valve stems, and tire disposal for any tire replaced under this Agreement. However, charges for pressure sensing devices and unspecified charges for shop supplies are excluded.
- **Taxes:** You will be reimbursed for the cost of local and state taxes, as directed by state agencies for any tire or wheel replaced under this Agreement.

**Agreement Holder Responsibility:** You must maintain proper air pressure in all covered tires. Tires should be checked monthly for proper pressure, signs of dry rot, improper wear, and tread depth less than 3/32". Any conditions that cannot be corrected demands replacement for the safety of the vehicles occupants. Replaced tires are covered for the time remaining on the Agreement.

**Exclusions:** This Agreement does not cover: (a) Any damage caused by driving on tires that are improperly inflated; (b) Any damage to tires and/or wheels which are undersized, oversized, or otherwise not recommended by the vehicle manufacturer; (c) Any damage to tires and/or wheels transferred from another vehicle subsequent to the effective date of this Agreement; (d) Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires or wheels; (e) Any wheel repair or replacement, or any tire replacement that is not pre-authorized; (f) Damage to chrome wheels or wheels with chrome simulation; (g) Any damage resulting from off-road use, racing, collision with another vehicle, chain damage, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, use on a construction site or on roads not regularly maintained, vandalism or malicious mischief, theft, fire, or any loss covered by primary physical damage insurance; (h) Any damage to tires with tread depth of 3/32" or less at the lowest point on the tire.

**Rental Reimbursement:** In the event We require an inspection of the Vehicle or if the covered repair/replacement requires the shipment of materials to the repair facility, You will be reimbursed for rental car expenses incurred while the inspection is being performed or while the covered vehicle's tires and/or wheels are being repaired/replaced pursuant to this Agreement. We will reimburse You up to fifty dollars (\$50) a day for up to a maximum of three (3) days. Maximum Aggregate is one hundred fifty dollars (\$150) during the term of this Agreement.

**Claims Procedures: YOU MUST OBTAIN AUTHORIZATION PRIOR TO REPLACEMENT OF ANY TIRE, AND/OR PRIOR TO ANY REPAIR OR REPLACEMENT OF ANY WHEEL.** For authorization and instructions please call Our Administrator, NIU of Florida, Inc., at 888-684-9327 Monday through Friday from 9 a.m. to 8 p.m. eastern time. A proof of loss form will be provided which You MUST complete and return to NIU of Florida, Inc. at 800 Yamato Road, Suite 100, Boca Raton, Florida 33431 within thirty (30) days along with the following documentation: 1) Front and back copy of this Agreement; 2) Original replacement or repair invoice which must reflect: a) The tread depth of the damaged tire; b) Whether or not the damaged tire or wheel was repairable, and if not, why not; c) Whether or not the damage was due to a manufacturer's defect; 3) Original receipts for Rental Reimbursement requests, if applicable; and 4) Any other information that the Administrator reasonably requests. In the event that tire and/or wheel damage occurs after the Administrator's regular business hours, or on a weekend, You must obtain instructions and a proof of loss form online at www.niuf.com. All after-hours instructions must be followed in order to receive reimbursement. Please note that all of the Administrator's rights under this contract are hereby reserved. **NOTE: THE ADMINISTRATOR RESERVES THE RIGHT TO INSPECT ANY DAMAGED TIRE AND/OR WHEEL PRIOR TO ITS REPAIR OR DISPOSAL. FAILURE TO PRESERVE DAMAGED PROPERTY MAY RESULT IN CLAIM DENIAL.**

**For all Cosmetic Wheel Repair Claims:** Cosmetic repair coverage is only available through Our repair network. You must call Our dedicated toll free number, 888-684-9327, Monday through Friday from 9 a.m. to 8 p.m. eastern time, to obtain service. A service provider will be dispatched to repair Your wheel(s) or You will be provided with further instructions. In the event that We do not have a technician available in Your area, You will be provided with an authorization number and will be eligible for reimbursement for the reasonable cost of the wheel repair. All other terms and conditions apply.

### 24-Hour Roadside Assistance

When arranging for Roadside Assistance, please reference Your Producer Code and Contract Number (located in the registration section of this Agreement). You will not be required to pay any additional fee or sum in addition to the contract fee when Your service is for a tow of up to twenty five (25) miles or other covered service listed below. You are entitled to one (1) free service within a seventy two (72) hour period. Covered services not obtained through Us are limited to a maximum reimbursement amount of fifty dollars (\$50).

- **Towing** - Up to twenty five (25) miles at no out of pocket expense to You. Additional mileage is available and will be negotiated prior to sending out a service vehicle. Additional mileage is to be paid by You directly to the service provider at the time of service.
- **Emergency Road Service** - Any available road service that is needed to get Your Vehicle running (i.e. hose replacement, tightening of cables or belts etc.). You are responsible for the actual cost of parts and/or supplies needed.
- **Essential Fluids or Supplies Delivery** - Including gasoline, water, oil, or any supplies necessary to send Your Vehicle on its way. You are responsible for the actual cost of fluid or supplies delivered.
- **Flat Tire Changes or Repairs** - Includes changing a flat tire with Your good spare.
- **Emergency Battery Service** - Includes tightening or cleaning of cables, jumpstarts, and minor adjustments to alternator.
- **Lockout Services** - We will send a locksmith if You are accidentally locked out of Your Vehicle. Access to passenger compartment only.
- **Custom Trip Routing Service:** We will furnish You with detailed customized routings to get You where You want to go. Please request two (2) weeks prior to Your trip. Call toll free 1-866-294-0934.

## The Following Terms and Conditions Apply to the Axis Standard and Axis Premium Plans.

### Terms and Conditions

- This Agreement is between the Agreement Holder (You, Your) and the Obligor (We, Us, Our).
- **Vehicle** as used throughout this Agreement means the automobile listed in the registration section of this Agreement.
- **Commercial Vehicles** are defined as any vehicle in excess of 10,000 lbs or any vehicle used in any manner for any commercial purposes. Travel to and from Your regular place of business, and share-the-expense car pools are not considered commercial purposes.
- The term of this Agreement begins on the Effective Date and continues for the number of years specified in the registration section of this Agreement. In the event that no term is indicated, this Agreement will default to the lowest available term. This contract is non-renewable, and the period during which coverage applies is limited to the term You purchased.
- All of the benefits of this Agreement are described herein and are applicable throughout the United States, Canada and Puerto Rico.
- No deductible payment is required with respect to coverage listed in this Agreement.
- Eligible vehicles include current model year plus ten (10) years prior.
- We make every effort to provide service but there are instances where We have no vendor available in Your area. In such an instance, We reserve the right to make cash settlements in lieu of providing service. Such settlement will be based on market rates for like services in Your general geographic area.
- You may obtain a copy of Our company's privacy notice by sending a written request to the Obligor, Attention: Privacy Notice Department, at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.

### Conditions Not Covered

This Agreement does not cover: (a) Any damage that occurs outside the United States, Canada or Puerto Rico; (b) Any damage that is the result of a manufacturer's defect; (c) Any consequential loss or damage whatsoever, including loss, damage, or injury to persons or property resulting from the failure of any of the parts of the Vehicle described herein, the replacement of which are covered under the terms and conditions of this Agreement; (d) Any loss where You or any person on Your behalf falsely swears or commits any fraudulent act with respect to any claim; (e) Any loss that is not reported to the Administrator within sixty (60) days from the date the damage occurs; (f) Any pre-existing conditions or damage; (g) **Commercial Vehicles;** (h) Any damage related to acts of God or acts of war or terrorism.

### Cancellation

In the event that this Agreement is cancelled prior to its maturity, the Administrator shall refund the premium for this Agreement on a prorated basis, or by the refund method as may be required by Your state, less a twenty five dollar (\$25) cancellation fee and the amount of claims already paid or payable during Your Agreement term. If this Agreement is cancelled AND returned to the provider within the first thirty (30) days after the contract was entirely completed and a copy of the contract was given to the consumer, AND no loss occurred, AND no claim has been made, the return premium will be one hundred percent (100%) of the full purchase price of the contract. Any refunds will be payable to You or the Lienholder, where applicable.

### Transfer

This Agreement may be transferred by You to a subsequent private purchaser of the Vehicle for the remainder of the original term (dealers excluded). This Agreement is not transferable to another vehicle. To transfer this Agreement to another owner, You must submit the following, to the Administrator, within thirty (30) days from the date of sale: a) A letter containing the name and address of the new owner, and Your authorization to transfer; b) A copy of the bill of sale or other evidence showing the change in ownership; c) A check or money order for forty dollars (\$40) payable to the Administrator for the transfer fee.

### Arbitration

In the event that You and the Administrator fail to agree to the amount of a covered loss, or whether coverage is provided under this Agreement, each party hereby agrees to submit the dispute to binding arbitration under the rules of the American Arbitration Association (AAA). Arbitration shall proceed solely on an individual basis without the right for any dispute to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to disputes between You and Us alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. The parties agree that arbitration will be heard by a single arbitrator either by telephone, or in the county of Your residence. For all non-frivolous claims, We shall pay the arbitrator's fees. The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree to an arbitrator, the arbitrator will be selected by a court of competent jurisdiction, each party to bear its own costs.

**Residents of Kansas:** Arbitration is not applicable.

**Obligor:** Nation Motor Club, Inc. ● 800 Yamato Road, Suite 100 ● Boca Raton, FL 33431 ● 888-684-9327  
**Administrator:** NIU of Florida, Inc. ● 800 Yamato Road, Suite 100 ● Boca Raton, FL 33431 ● 888-684-9327

In the following states, ONLY this form can be used: CO, DE, DC, ID, KS, MD, MI, MN, MT, NJ, NC, ND, PA, RI, SD, TN, VT, WV