



Contract # PP

800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 888-684-9327 • License # 01238

|                               |       |           |                |                |
|-------------------------------|-------|-----------|----------------|----------------|
| 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   
 \_\_\_\_\_ Months

In the event no term is indicated above, this Agreement will have a term of two (2) years. The maximum term available is eighty four (84) months.

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

**BENEFITS**

**24 Hour Roadside Assistance**

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

**with Cosmetic Wheel Repair & Curb Impact Repair/Replacement**

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 \_\_\_\_\_

**24-HOUR ROADSIDE ASSISTANCE - CALL 1-866-330-0760**

When arranging for Roadside Assistance, please reference **Your** Producer Code, Contract Number (both are located on reverse) AND Plan Letter "U." **You** will not be required to pay any additional fee or sum in addition to the Agreement 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** covered 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** covered 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** covered vehicle. Access to passenger compartment only.

**TIRE AND WHEEL (RIM) PROTECTION WITH COSMETIC WHEEL REPAIR & CURB IMPACT REPAIR/REPLACEMENT**

We will provide 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** or by contact with a curb, medians, parking stops, or other hazards or conditions in the roadway. **Unserviceable** means that the tire(s) has been punctured or otherwise damaged to the extent that it is unsafe, or that the wheel will no longer hold a seal with its tire. A **Road Hazard** is a condition on a public roadway, which should not exist there, such as potholes, nails, glass, or other road debris. We will also dispatch service to repair **Cosmetic Damage** to covered wheels. **Cosmetic Damage** is defined as direct and accidental damage to the outside face of a covered wheel that does not render the wheel **Unserviceable**. **Excluded is any damage to chrome wheels or wheels with chrome simulation.**

- **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 covered 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.**

**RENTAL REIMBURSEMENT**

In the event **We** require an inspection of the covered 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

Any tires which require replacement, and wheels which require repair or replacement under the terms of this Agreement, MUST BE AUTHORIZED BY NIU OF FLORIDA, INC., and be made available for inspection PRIOR to repair or replacement. Please call NIU of Florida, Inc. at 888-684-9327 Monday through Friday from 9 a.m. to 8 p.m. eastern standard 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, FL 33431 within thirty (30) days or as soon as reasonably possible along with the following documentation: (a) Front and back copy of this Agreement; (b) Original replacement or repair invoice which must reflect the following: 1) the depth of the damaged tire; 2) Whether or not the damaged tire or wheel was repairable, and if not, why not; and 3) Whether or not the damage was due to a manufacturer's defect; AND (d) Any other information that **We** reasonably request.

In the event that tire and/or wheel damage occurs after **Our** regular business hours, or on a weekend, **You** must obtain instructions and a proof of loss form online at [www.niufl.com](http://www.niufl.com). All after-hours instructions must be followed in order to receive reimbursement. Please note that all of **Our** rights under this Agreement are hereby reserved.

**FOR ALL COSMETIC WHEEL REPAIR CLAIMS:** Coverage is only available through **Our** repair network, and **You** MUST call **Our** dedicated toll free number, 888-684-9327, Monday through Friday from 9 a.m. to 8 p.m. eastern standard time to obtain service. A service provider will be dispatched to repair **Your** wheel(s) or **You** will be provided with further instructions. **We** will not reimburse **You** for services rendered outside of **Our** repair network unless **We** do not have a technician available in **Your** area. In the event **We** do not have a technician available in **Your** area, **You** will be provided with an authorization number and will be eligible to be reimbursed for the reasonable cost of the wheel repair. All other terms and conditions apply.

### GENERAL CONDITIONS

- This Agreement is between the **Agreement Holder (You, Your)** and the Administrator (**We, Us, Our**).
- **Vehicle** means the automobile listed in the registration section of this Agreement.
- The term of this Agreement begins on the Effective Date and continues for the number of years indicated on the front of this Agreement. In the event no term is checked, this Agreement shall have a term of two (2) years. The maximum term available is eighty four (84) months.
- As an **Agreement Holder** all benefits are available to **You** up to **Your** benefit limit, as described throughout this Agreement, without any additional payments. **You** are responsible for any non-covered expenses.
- Eligible vehicles include current model year plus ten (10) years prior
- All of the benefits of this Agreement are described herein and are applicable throughout the United States, Canada and Puerto Rico.
- **You** may obtain a copy of **Our** company's privacy notice by sending a written request to NIU of Florida, Inc., Attn: Privacy Department, at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.
- **REPAIRS COVERED UNDER THIS AGREEMENT MAY BE EFFECTED WITH ONE (1) OR MORE PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OR YOUR MOTOR VEHICLE;**

### EXCLUSIONS

This Agreement does not cover: (a) Any damage that occurs outside the United States, Canada or Puerto Rico; (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) Any damage which is covered by any other Agreement, including warranties issued by the manufacturer.; (f) Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires or wheels; (g) Any damage that is the result of a manufacturer's defect; (h) 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 repair or replacement of which are covered under the terms and conditions of this Agreement; (i) Any loss where **You** or any person on **Your** behalf falsely swears or commits any fraudulent act with respect to any claim; (j) Any wheel repair or replacement, or any tire replacement that is not pre-authorized; (k) Any loss that is not reported to **Us** within sixty (60) days from the date the damage occurs; (l) Any pre-existing conditions or damage; (m) Any damage to chrome wheels or wheels with chrome simulation; (n) 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; (o) commercial vehicles; (p) Any damage to tires with tread depth of 3/32" or less at the lowest point on the tire; (q) Any damage related to acts of God or acts of war or terrorism.

### CANCELLATION BY THE AGREEMENT HOLDER

If this Agreement is cancelled by the **Agreement Holder** within sixty (60) days from the Effective Date, the **Agreement Holder** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If the **Agreement Holder** cancels this Agreement after the first sixty (60) days, the **Agreement Holder** will be refunded on a prorated basis, less the amount of any claims paid or payable and less a cancellation fee of twenty five dollars (\$25) or five percent (5%) of the Selling Price - whichever fee is less. The Refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, the **Agreement Holder** must contact the Administrator. **In the event **You** do not receive **Your** cancellation refund from the dealership or sales agent after the forty sixth (46th) day of **Your** request, please contact NIU of Florida, Inc. by calling (800) 338-2680.**

### CANCELLATION BY THE ADMINISTRATOR AND/OR LIENHOLDER

**We** may not cancel this Agreement after the first sixty (60) days unless: 1) There has been a material misrepresentation or fraud at the time of sale of the Agreement; 2) For nonpayment of premium by **You**, in which case, **We** shall provide **You** with notice of cancellation by certified mail to the last known address; and 3) **You** have failed to maintain the **Vehicle** as prescribed by the manufacturer. The refund will be calculated on a prorated basis less the amount of any claims paid or payable. The Lienholder will be named on the check when financing had been provided for the premium. In the event of repossession or total loss, the Lienholder may request cancellation of this Agreement and shall be the sole named payee.

### TRANSFER

This Agreement may be transferred by **You** to a subsequent private purchaser of the covered **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 call 1-800-338-2680 to obtain a Transfer Form and submit the following to **Us** within thirty (30) days from the date of sale: 1) A letter containing the name and address of the new owner, and **Your** authorization to transfer; 2) A copy of the bill of sale or other evidence showing the change in ownership; and 3) A check or money order for forty dollars (\$40) payable to NIU of Florida, Inc. for the transfer fee.

### STATE PROVISIONS

- **The Agreement Holder may not make any claim against the Florida Insurance Guarantee Association for vehicle protection expenses;**
- **The rate charged for this service agreement is not subject to regulation by the Florida Office of Insurance;**
- This Agreement is insured for its liability under a Service Contract Reimbursement Insurance Policy issued by Wesco Insurance Company located at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866)505-4048.

### ADMINISTRATOR/OBLIGOR

NIU of Florida, Inc.  
800 Yamato Road, Suite 100  
Boca Raton, FL 33431  
1-888-684-9327  
License #01238