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00 Yamato Road, Make	O Yamato Road, Suite 100 ● Boca Ra Make Model		81 ● 888-684-9327 Body Type	Dealer Name		Producer Code		
Vehicle Identification Number			Year	Dealer Address				
<b>Enrollment Cost</b>	t	Mileage		City	State	Zip Code	Effective Date	
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	In the		ar 3 Yes indicated above, thi	ar 4 Years Agreement will have	e a term of two (2	2) years	Zip Code	

Permaplate 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 Date

Customer Signature(s) Date Customer Signature(s) Title Dealer/Lender/Lessor Signature

# **Permaplate Standard - Description of Benefits**

Tire and Wheel (Rim) Road Hazard Protection

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. 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. 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 covered vehicle on public streets and in a legal manner.

- 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.

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 entitled to the contract of fifty deliver (850). amount of fifty dollars (\$50).

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  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.

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

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. 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.

AXIS PP FL 12/13 (Page 1 of 2) WHITE - ADMINISTRATOR YELLOW - CUSTOMER · PINK - DEALER 273

## Permaplate Premium - Description of Benefits

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\* 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.

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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.

<u>Tire & Wheel Cosmetic and Curb Damage</u>

In the event of a covered loss, **We** will 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**. Coverage applies for damages caused by **Road Hazards** as defined in "**Tire and Wheel (Rim) Road Hazard Protection**," or by contact with medians, parking stops, or other hazards or conditions in the roadway. **Excluded is any damage to chrome wheels or wheels** with chrome simulation.

This Agreement also provides for the repair or replacement of the covered **vehicle's** tires and/or wheels which, during the term of this Agreement, become damaged due to an impact with a curb or other fixed object on or in the roadway. Tires and/or wheels will only be replaced under this section if they are rendered **Unserviceable** as defined in "**Tire and Wheel (Rim) Road Hazard Protection.**" **Excluded is any damage to chrome wheels or wheels with chrome simulation.** 

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

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. 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.

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

©ENERAL CONDITIONS

This Agreement is between the Agreement Holder (You, Your) and the Administrator (We, Us, Our). 

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. 

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; 

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.

EXCLUSIONS

This Agreement does not cover: (a) Any damage that occurs outside the United States, Canada or Puerto Rico; (b) Any damage resulting from collision with a curb, median, grate, drain, parking stop, lane divider or any other fixed object. Note: this exclusion only applies if You have elected to purchase the Permaplate Standard plan; (c) Any damage caused by driving on tires that are improperly inflated; (d) Any damage to tires and/or wheels which are undersized, oversized, or otherwise not recommended by the vehicle manufacturer; (e) Any damage to tires and/or wheels transferred from another vehicle subsequent to the effective date of this Agreement; (f) Any damage which is covered by any other Agreement, including warranties issued by the manufacturer; (g) Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires or wheels; (h) Any damage that is the result of a manufacturer's defect; (i) 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; (j) Any loss where You or any person on Your behalf falsely swears or commits any fraudulent act with respect to any claim; (k) Any wheel repair or replacement, or any tire replacement that is not pre-authorized; (l) Any loss that is not reported to Us within sixty (60) days from the date the damage occurs; (m) Any pre-existing conditions or damage; (n) Any damage to chrome wheels or wheels with chrome simulation. This exclusion applies to Tire & Wheel Cosmetic and Curb Damage claims only; (o) 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 l

depth of 3/32" or less at the lowest point on the tire; (r) Any damage related to acts of God or acts of war or terrorism.

CANCELLATION

BY THE AGREEMENT HOLDER: You may cancel this Agreement at any time. To cancel, You must return this Agreement to Us. If cancelled during the first sixty (60) days, You will be refunded one hundred percent (100%) of the premium paid. After the first sixty (60) days, You will be refunded one hundred percent (100%) of the unearned premium paid less a fee of ten percent (10%) of the refund amount or thirty dollars (\$30), whichever fee is less. The unearned premium will be pro-rated based on the lesser of months remaining, relative to the term of this Agreement. Refund will be payable to You or to the Lienholder, where applicable. BY THE ADMINISTRATOR AND/OR LIENHOLDER: We may cancel this Agreement for any of the following: 1) If there has been a material misrepresentation or fraud at the time of sale of the Agreement; or 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. The refund will be based upon the months remaining relative to the term of this Agreement and figured on a one hundred percent (100%) pro-rated basis. 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.

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. Florida, Inc. by calling (800) 338-2680.

- 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.