



Tire & Wheel Road Hazard Protection
with Optional Cosmetic Wheel and Curb Impact Repair/Replacement

Customer Name	Date Effective	Retail Cost
Address		
City/State/Zip		
Dealer Information	Producer Code #	
Vehicle Type: <input type="checkbox"/> Automobile <input type="checkbox"/> Motorcycle <input type="checkbox"/> Trailer <input type="checkbox"/> Motorhome		
Year, Make, Model, Vehicle Identification Number		
Leinholder Information		

TERM: Please Note: Maximum available term is 84 months

36 mths 60 mths _____mths

This contract provides Tire & Wheel benefits described in the section entitled TIRE & WHEEL ROAD HAZARD PROTECTION. If you wish to purchase one of the Optional Enhanced Benefits, please check the appropriate box below.

OPTIONAL ENHANCED BENEFITS

OPTIONAL CURB IMPACT REPAIR/REPLACEMENT AND COSMETIC WHEEL REPAIR: By checking this box and paying the additional retail cost, We will provide coverage a follows: This benefit provides for the repair or replacement of the Vehicle's tires and/or wheels which, during the term of this agreement, become **Unserviceable** due to impact with a covered **Road Hazard**, or by contact with medians, curbs, parking stops, or other hazards or conditions in or on the roadway. Additionally, **We** will provide coverage for the repair of **Cosmetic Damage** to covered wheels. Tire and/or wheels will only be replaced under this section if they cannot be repaired. In CONDITIONS NOT COVERED, item "m" is hereby deleted for purposes of this section.
IMPORTANT NOTE: There is no coverage under this section for any damage to chrome wheels, wheels with chrome simulation or inserts (i.e. Clad) or machined wheels. *If you have such wheels on your vehicle and wish to purchase this coverage, you must select the **OPTIONAL CHROME OR MACHINED WHEEL COVERAGE** benefit below and pay the additional retail cost.*

OPTIONAL CURB IMPACT REPAIR/REPLACEMENT AND COSMETIC WHEEL REPAIR WITH CHROME/MACHINED WHEEL COVERAGE: By checking this box and paying the additional retail cost, we will provide coverage under **OPTIONAL CURB IMPACT REPAIR/REPLACEMENT AND COSMETIC WHEEL REPAIR** for chrome wheels, wheels with chrome simulation or inserts (i.e. Clad), or machined wheels. All other terms and conditions apply.

By **Your** signature below, **You** acknowledge and agree that **Your** acceptance of this Agreement is voluntary and is NOT a condition precedent to, or a consideration required to obtain financing for a motor vehicle. It is understood by the undersigned that coverage afforded under this contract applies only to any tire or wheel that was on the described **Vehicle** and that the terms, conditions, procedures and limitations have been explained to me and/or are fully understood. **Fraudulent claims will be prosecuted to the fullest extent of the law. THIS CONTRACT MAY ONLY BE PURCHASED AT THE TIME OF VEHICLE PURCHASE.**

Signature (s): _____ Date _____ Customer Initials: _____

TIRE & WHEEL (RIM) ROAD HAZARD PROTECTION

This contract 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. A **Road Hazard** is a condition on a public roadway which should not exist there, such as potholes, nails, glass or other road debris. Tire and/or wheel damage that is cosmetic in nature and does not render the tire and/or wheel **Unserviceable** is specifically excluded UNLESS **You** have elected to purchase Optional Enhanced Benefits.

- **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.

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 demand replacement for the safety of the Vehicle's occupants.

EMERGENCY TRAVEL EXPENSE

In the event that **Your Vehicle** is disabled due to a covered **Road Hazard**, **We** will reimburse **You** for emergency living expenses for up to three (3) days for costs that **You** incur for local lodging and meals. Maximum coverage is fifty dollars (\$50) per day inclusive while **Your Vehicle** is being repaired provided that the disablement and repairs occur at least two hundred fifty (250) miles from **Your** primary residence.

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: a. Front and back copy of this Agreement; b. Original replacement or repair invoice which must reflect: 1) The tread depth of the damaged tire; 2) Whether or not the damaged tire or wheel was repairable, and if not, why not; 3) Whether or not the damage was due to a manufacturer's defect; c) Original receipts for Emergency Travel Expenses, if applicable; and d) Any other information that the Administrator reasonably requests.

In the event that both the tire and/or wheel damage occurs after the Administrator's regular business hours, or on a weekend, and repairs must be effected, **You** may 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. Subsequent to after hours repairs/replacements, **You** must call NIU of Florida, Inc. at 888-684-9327 the next business day to report **Your** claim. **You** must complete and return the proof of loss form with the following: (a) the original, paid, repair invoice; (b) legible copies of the front and back of **Your** Agreement; (c) a legible copy of **Your** Vehicle purchase order or finance agreement; and (d) photos of the damaged tire(s) and/or wheel(s). **IMPORTANT:** Please note that alloy wheel damage can oftentimes be repaired. In the event that damaged wheels are replaced, **Your** repair facility must document the reasons why wheel repair was not possible. They should then attempt to obtain a remanufactured wheel to replace the damaged wheel. **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.**

OPTIONAL CURB IMPACT REPAIR/REPLACEMENT AND COSMETIC WHEEL REPAIR

This benefit is only available to **You** if **You** have checked one of the boxes for Optional Enhanced Benefits and paid the additional retail cost. **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**, or by contact with medians, curbs, parking stops, or other hazards or conditions in the roadway. **Please Note:** Any damage to chrome wheels, wheels with chrome simulation or inserts (i.e. Clad), or machined wheels is excluded, unless **You** have elected to purchase the Optional Chrome or Machined Wheel Enhanced Benefit.

For Cosmetic Wheel Repair Claims: **You** must call NIU of Florida, Inc. at 888-684-9327 Monday through Friday from 9 a.m. to 8 p.m. eastern time. A service provider will be dispatched to repair **Your** wheel(s). In the event a technician is not available in **Your** area, **You** will be provided with an authorization number and will be reimbursed for the reasonable cost of the wheel repair. All other terms and conditions apply. **Please Note:** Due to aging and variance to the wheel color and texture, it is not always possible to match colors or textures to other wheels. Therefore, an exact color or texture match is not guaranteed and the Administrator is not responsible for any costs, damages or liability in the event that the color or texture does not match.

RENTAL REIMBURSEMENT

This benefit is only available to **You** if **You** have elected to purchase the Optional Enhanced Benefits and paid the additional retail cost. 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 receipted rental car expenses incurred while the inspection is being performed or while the **Vehicle's** tires and/or wheels are being repaired/replaced pursuant to this Agreement. **We** will reimburse **You** up to fifty dollars (\$50) per 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: Please refer to the section entitled, "CLAIMS PROCEDURES."

TOWING AND ROADSIDE ASSISTANCE

When arranging for Roadside Assistance, please call 1-866-330-0760. Please reference **Your** Producer Code and Contract Number (located in the registration section of this Agreement) and **Your** Plan Letter, "U" **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, 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.

TERMS AND CONDITIONS

- **Agreement Holder (You, Your)** is defined as the person(s) listed in the registration section of this Agreement.
- **We, Us, Our** means the Obligor.
- **Selling Dealer** means the dealership listed in the registration section of this Agreement.
- **Vehicle** as used throughout this contract means the conveyance listed in the registration section of this Agreement. In the event the Vehicle is a trailer, the definition of Vehicle will be expanded to include the tow vehicle when the tow vehicle is attached and being used to tow the listed trailer.
- **Commercial Vehicles** are defined as a vehicle in excess of 10,000 lbs or any vehicle used in any manner for any commercial purpose. 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 no term is indicated, this Agreement will default to a term of one (1) year. The maximum term available is eighty four (84) months. This contract is non-renewable, and the period during which coverage applies is limited to the term **You** purchased.**
- **You will not be required to pay a deductible for this Agreement.**
- **The territory includes all fifty (50) United States, Canada and Puerto Rico.**
- **Eligible vehicles include current model year plus ten (10) years prior.**
- **The Administrator makes every effort to provide service but there are instances where they have no vendor available in **Your** area. In such an instance, the Administrator reserves 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, and will not exceed one hundred fifty dollars (\$150).**
- **You may obtain a full 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.**
- **THIS IS NOT AN INSURANCE CONTRACT.**

CONDITIONS NOT COVERED

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, 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 repair or replacement that is not pre-authorized; (k) Any loss that is not reported to the Administrator within sixty (60) days from the date the damage occurs; (l) 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; (m) Any tire and/or wheel repair or replacement resulting from collision with a curb, median or other fixed object on or in the roadway; (n) Any Cosmetic Damage to tires regardless of cause of damage; (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; (r) Any pre-existing conditions or damage.

CANCELLATION

If this Agreement is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded on a prorated basis, less a cancellation fee of twenty five dollars (\$25) and the amount of any claims paid or payable. The refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, **You** must contact the **Selling Dealer** or the Administrator. The Agreement may be cancelled by the Administrator at any time. If the Administrator initiates the cancellation, **You** will receive a refund of the full purchase price. The Lienholder will be named on the check when financing had been provided for the purchase price.

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. The right to cancel this Agreement is not transferable. 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 service, 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 the Administrator 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, the Administrator 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.

OBLIGOR

Nation Motor Club, LLC. • 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: DC, DE, ND, PA, RI, SD & WV.