

36-MONTH WORLDPAC PROFESSIONAL AUTOMOTIVE COMMUNITY TIRE ROAD HAZARD PROTECTION PLAN



YOU MUST PRESENT YOUR ORIGINAL TIRE PURCHASE INVOICE TO SUBMIT REQUESTS FOR BENEFITS

This 36-Month WorldPac Professional Automotive Community Tire Road Hazard Protection Plan ("Road Hazard Program") is provided by the Auto Service facility identified on your invoice for the new tires you purchased ("Original Selling Facility") as part of a service package.

WHAT IS COVERED: This Road Hazard Program covers only the new tires that you purchased from the Original Selling Facility and that are (i) listed clearly on your original purchase invoice by brand, type, and size and Department of Transportation ("DOT") numbers, and (ii) for which you purchased the Road Hazard Program ("Eligible Tires"). This Road Hazard Program is limited to the repair or replacement of tires damaged as a result of a road hazard.

TERM OF COVERAGE: This Road Hazard Program covers eligible tires for a term of 36 months from the tire purchase date on your original invoice, or until any part of the tire tread that comes in contact with the road has a tread depth of 2/32" or less, whichever occurs first ("Coverage Term").

WHAT IS ROAD HAZARD DAMAGE? Road hazard damage occurs when a tire fails during the course of driving in a legal manner on a road maintained by state or local authority. Nails, glass and potholes are the most common examples of road hazards.

WHAT ARE THE BENEFITS? This Road Hazard Program provides reimbursement for (i) flat tire changing assistance up to \$75.00 per incident; (ii) flat tire repair up to \$25.00 per tire, per occurrence; and/or (iii) tire replacement up to the lesser of the original purchase price of the tire, the replacement tire cost, or \$399.99, per tire per occurrence, as set forth below (collectively the "Benefit Limits") during the Coverage Term, when an Eligible Tire is damaged by a road hazard.

WHAT ARE THE LIMITATIONS?

- Your original purchase invoice must include the following:
 - Original Facility name, address, and phone number
 - Your full name, address, and signature
 - The year, make, model, and mileage of your vehicle
 - The brand, type, size and DOT number of each tire
 - Purchase of the Road Hazard Program at the time of tire purchase
- Under no circumstances will the eligible reimbursement amount exceed the Benefit Limits.
- The Road Hazard Program reserves the right to limit reimbursement to the generally accepted retail replacement costs
- If you do not follow the instructions provided, the Road Hazard Program is not obligated to reimburse or pay for the cost of any repairs or replacements.

WHERE YOU CAN OBTAIN SERVICE: Whenever you are within 25 miles of the Original Selling Facility or a commonly owned facility (collectively, the "Original Facility") you must return your vehicle to the Original Facility. If you are not within 25 miles of the Original Facility, or you are not sure, contact Customer Care at 1-866-541-9805 during normal business hours to receive assistance locating the nearest tire servicing facility.

FLAT TIRE CHANGING ASSISTANCE: During first year of the Coverage Term, you are eligible for reimbursement up to \$75.00 for roadside flat tire changing assistance provided by a licensed service provider of your choice when an Eligible Tire is damaged by a covered road hazard and you are more than 25 miles from the Original Facility. Flat tire changing assistance is strictly limited to the roadside installation of your useable spare tire. You must have a useable spare tire. You are solely responsible for towing or other parts and services. This benefit applies only to motorized passenger vehicles and specifically excludes trailers. You may contact the service provider of your choice.

FLAT TIRE REPAIR: If an Eligible Tire is damaged due to a covered road hazard during the Coverage Term and can be safely repaired per industry standards and guidelines, and you are within 25 miles of the Original Facility, you must return to the Original Facility. The Original Facility will repair your tire at no charge to you. When you are more than 25 miles from the Original Facility, contact the Customer Care at 1-866-541-9805 for assistance locating the nearest tire servicing facility. When a repair is performed by a different facility, the permanent patch/plug and the labor to perform the tire repair is reimbursable up to \$25.00 per tire, per occurrence. You are responsible for any additional amounts including, but not limited to, mounting, balancing, taxes and miscellaneous fees. The Road Hazard Program will remain in effect for the repaired tire for the remainder of the Coverage Term. **You must contact Customer Care at 1-866-541-9805 before having a flat tire repaired if you are not returning to the Original Facility.**

TIRE REPLACEMENT: If an Eligible Tire is damaged due to a covered road hazard during the Coverage Term and cannot be safely repaired per industry standards and guidelines, it will be replaced with an exact make/model of tire if available. If not available, a comparable quality tire will be installed.

If you are within 25 miles of the Original Selling Facility or a commonly owned facility (collectively, the "Original Facility"), you must return to the Original Facility. When you are more than 25 miles from the Original Facility, you must contact Customer Care at 1-866-541-9805 for assistance locating the nearest tire servicing facility. When a tire failure occurs during the first 12-month period of the Coverage Term, it will be replaced with coverage up to 100% of the original purchase price of the tire or the replacement tire cost, whichever is less. When a tire failure occurs during the second 12-month period, it will be replaced with coverage up to 50% of the original purchase price of the tire or the replacement tire cost, whichever is less. When a tire failure occurs during the third 12-month period, it will be replaced with coverage up to 25% of the original purchase price of the tire or the replacement tire cost, whichever is less. Under no circumstances will 100% coverage exceed \$399.99 per covered tire. You are responsible for any additional charges including, but not limited to, mounting, balancing, valve stem, taxes, disposal, and miscellaneous fees. **WHEN AN ELIGIBLE TIRE IS REPLACED, THE ROAD HAZARD PROGRAM COVERAGE FOR THAT TIRE ENDS. IF YOU DESIRE TO INCLUDE THE REPLACEMENT TIRE IN THE ROAD HAZARD PROGRAM, YOU MUST PURCHASE A NEW ROAD HAZARD PROGRAM FOR THE REPLACEMENT TIRE.**

YOUR RESPONSIBILITIES:

- Properly care for and maintain your tires, including ensuring tires are operated at proper inflation pressures.
- Use all reasonable means to protect your tires from additional damage.
- When you are not returning to the Original Facility, you must contact Customer Care at 1-866-541-9805 for prior authorization and a claim number before replacing a damaged tire.
- Furnish such information as may be required.
- Incur only expenses which are authorized in advance.
- Payment of all expenses and costs not covered by this Road Hazard Program.
- If a tire needs to be replaced and the damage has occurred outside of the Original Facility's normal business hours, you may elect to wait for the Original Facility to provide service or proceed with a tire repair or replacement. In order to be eligible for reimbursement by the Original Facility: (1) if replaced, the damaged tire must be retained, AND (2) the Original Facility must be contacted within 2 business days. There is no guaranteed eligibility by the Original Facility.
- If a tire needs to be replaced and you are more than 25 miles from the Original Facility, and prior authorization cannot be obtained because the damage has occurred outside of Customer Care's normal business hours, you may elect to wait for authorization or proceed with a tire repair or replacement. In order to be eligible for reimbursement: (1) if replaced, the damaged tire must be retained, AND (2) Customer Care must be contacted at 1-866-541-9805 within 2 business days. There is no guaranteed eligibility.

WHAT YOU MUST DO TO REQUEST REIMBURSEMENT FOR FLAT TIRE CHANGING ASSISTANCE: Submit a copy of your original invoice that clearly shows the information required above under Limitations and a copy of the paid invoice from a licensed service provider showing the location of your vehicle at the time assistance was rendered. The invoice must be dated and include the service provider's name, address and telephone number and the year, make, and model of your vehicle. Submit requests for reimbursement by email to mechclaims@sensio.com or by postal mail to WorldPac Professional Automotive Community Customer Care, P.O. Box 17659, Golden, CO 80402.

WHAT YOU MUST DO TO RECEIVE BENEFITS WHEN AN ELIGIBLE TIRE IS DAMAGED: If you are within 25 miles of the Original Facility, you must return to the Original Facility.

WHAT YOU MUST DO TO RECEIVE BENEFITS WHEN YOU ARE AT A DIFFERENT FACILITY AND AN ELIGIBLE TIRE IS DAMAGED:

- If you have presented an Eligible Tire during the Coverage Term, the tire servicing facility must verify that the damage to the tire is due to a road hazard as defined above.
- The tire servicing facility must contact Customer Care at 1-866-541-9805 for prior authorization and to obtain a claim number (not required for flat tire repair). Prior authorization and a claim number must be obtained before replacing the damaged tire or your claim may be denied.
- You must sign the repair or replacement invoice.
- You must present your original purchase invoice identifying the tires and showing the purchase of the Road Hazard Program. Your original purchase invoice must include the information listed above in the Limitations section.
- The tire servicing facility will make a copy of the original invoice and the repair/replacement invoice and return the original invoices to you.
- Submit a copy of the original invoice that clearly shows the information required above under Limitations and a copy of the signed repair or replacement invoice. Documents may be sent by email to mechclaims@sensio.com or by postal mail to WorldPac Professional Automotive Community Customer Care, P.O. Box 17659, Golden,

CO 80402. You must include the claim number provided to you if the tire was replaced.

7. You are responsible for all expenses and costs not covered by this Road Hazard Program. Tires that require replacement must be made available for inspection if requested by Customer Care. If the tire is required for inspection, you will be informed during the call to obtain prior authorization.
8. Tires being replaced must be surrendered to the tire servicing facility or to the inspection center if requested for inspection.
9. ALL DOCUMENTATION MUST BE RECEIVED BY CUSTOMER CARE (INCLUDING THE TIRE IF REQUESTED) WITHIN SIXTY (60) DAYS OF SERVICE, OR THE BENEFIT REQUEST MAY BE DENIED.

EXCLUSIONS: THIS ROAD HAZARD PROGRAM WILL NOT PAY OR REIMBURSE FOR:

1. Failures to tires occurring when any part of the tire tread that comes in contact with the road has a tread depth of 2/32" (1.6mm) or less.
2. Replacements made without Customer Care's prior authorization if you have not returned to the Original Facility.
3. Repairs or replacements made by anyone other than a licensed service provider, its agents, contractors, or licensees.
4. Any invoice presented for payment of services not performed as described at the time of authorization.
5. Damage incurred outside the United States and Canada.
6. Fees charged by the roadside assistance provider when (i) the driver is not with the Covered Vehicle when the roadside assistance provider arrives; (ii) the Covered Vehicle is not at the location given to the dispatcher when the roadside assistance provider arrives; or (iii) if you do not call back to cancel the requested service within the window given by the roadside assistance provider.
7. Tire repair, replacement, or flat tire changing assistance if the original purchase invoice does not include: (1) the Original Servicing Facility name, address, and phone number; (2) the customer's full name, address, and signature; (3) the year, make, model, and mileage of the vehicle on which the tires are installed; (4) the brand, type, size, and DOT number of each tire; (5) the purchase of the Road Hazard Program.
8. Cosmetic damage, i.e. damage that does not affect the structural integrity or safety of the tire.
9. Damage caused by mechanical failures (e.g., failed shocks, struts, alignment, balancing) or interference with vehicle components (e.g., fenders, exhaust, springs).
10. Damage due to misuse, abuse, negligence, improper application, improper towing, improper balancing or alignment, improper inflation, brake lock up, wheel spinning, torque snags, etc.
11. Damage to tires either in the sidewall or tread area due to dry rot, peeling, or cracking.
12. Loss, damage or expense as a result of off-road use (off-road use is described as driving on anything that is not a paved or gravel road maintained by the state or local authority).
13. Loss, damage, or expense caused by accidents, collision, theft, larceny, snow chains, explosion, lightning, earthquakes, fire, windstorms, hurricanes, water, floods, malicious mischief, vandalism, civil commotion, riots, war, etc.
14. Michelin PAX® system, PAX® tires, and tires and wheels of similar construction and purpose.
15. Repair or replacement of a tire due to manufacturer recall, defect or warranty or any reason the manufacturer will repair or replace the tire at its expense or at a reduced cost.
16. Repair or replacement of any tire(s) used or installed on motorcycles, trailers, or on vehicles used for competitive driving or racing, police or emergency service, snow removal, carriage of passengers for hire, commercial towing, construction, or postal service.
17. Repair or replacement of any tire(s) used or installed on vehicles used for farm, ranch, or agriculture, and vehicles that are registered to or licensed under a farm or ranch.
18. Repair or replacement of any tire(s) used or installed on vehicles with a load capacity of one ton or greater designed for, built for or used in a private recreational or commercial application including but not limited to Class A (or Type A) Motor Homes and Class C (or Type C) Motor Homes.
19. Repair or replacement of any tire(s) used or installed on vehicles with a manufacturer's load rating capacity greater than one-ton.
20. Repair or replacement of tire pressure monitoring systems (TPMS) and/or devices and components associated with TPMS.
21. Repair or replacement of tires that have been repaired in a manner other than per tire manufacturer guidelines and industry approved methods.
22. Repair or replacement of tires that have been re-treaded, re-capped, re-grooved, remolded, or tubed.

23. Liability for damage to property, injury to or death of any person arising out of the operation, maintenance, or use of the vehicle whether or not related to tire damage.
24. Personal expenses arising because your vehicle is not available for use, including storage or freight charges.

25. PRE-EXISTING, CONSEQUENTIAL, INCIDENTAL, AND/OR SECONDARY DAMAGES.

26. Traffic fines, citations, or penalties.
27. Unreasonable costs that a customer may suffer as a result of the need to repair or replace a tire.

The benefits of this Program are secondary to any other benefits you may have purchased including motor club contracts and vehicle service contracts that provide tire and/or wheel coverage. When an Eligible Tire is damaged by a road hazard and another company provides any reimbursement for the tire, the maximum amount reimbursable under this Program will be less the amount of their reimbursement.

This Road Hazard Program gives you specific legal rights; you may have other rights, which vary from state to state. Some states do not allow the exclusion or limitation of consequential or incidental damages, therefore such limitations may not apply to you.

THE ROAD HAZARD PROGRAM RESERVES THE RIGHT TO DENY ANY REQUESTS FOR BENEFITS SUBMITTED WITH FALSE OR MISLEADING INFORMATION OR IF THE PAPERWORK DOES NOT CLEARLY IDENTIFY THE ORIGINAL PURCHASER, VEHICLE AND TIRES. Authorization is granted based on the information provided during the call; if the documentation submitted (including the tire(s) if requested) does not substantiate the information provided during the call, your benefit request may be denied. All requests for benefits must be submitted within 60 days of service or your benefit request may be denied. All documentation, including the tire(s) if requested, must be submitted within 60 days of service in order for benefit requests to be considered for reimbursement.

GENERAL:

1. The terms and conditions outlined herein are the full and complete agreement between the parties. No oral representations should be relied upon, including any oral statements of the Original Facility or any other tire servicing facility.
2. The Road Hazard Program assumes no obligation or responsibility with regard to the vehicle.
3. The Road Hazard Program neither assumes nor authorizes anyone to assume additional liability on its behalf.
4. If any payment is made under this Road Hazard Program and you have a right to recover against another party, your rights shall become our rights and you shall do whatever is necessary to enable enforcement of these rights.

CANCELLATION: If no requests for benefits have been made, you may cancel this Road Hazard Program by returning to the Original Facility and requesting cancellation within 10 days for a full refund of the amount paid for the Road Hazard Program. The Road Hazard Program reserves the right to cancel your Road Hazard Program Stamps by refunding the original purchase price to you.

TRANSFER: This Road Hazard Program is extended only to you, the original purchaser, and not to anyone who may purchase your vehicle or tires during the term of this Road Hazard Program. Coverage is not transferable to any other vehicle or tires.

DISCLAIMER: YOU ARE NOT REQUIRED TO PURCHASE THIS ROAD HAZARD PROGRAM AS A CONDITION TO THE PURCHASE OF ANY PRODUCT OR AS A CONDITION TO THE EXTENSION OF CREDIT. THIS PROGRAM IS NOT AVAILABLE IN WASHINGTON, NEW YORK, OR OHIO.