

TERMS AND CONDITIONS ROAD HAZARD TIRE & WHEEL



Established Canadian Company Since 1987.

DEFINITIONS:

The following "Definitions" apply to words used in your Agreement

Global means Global Warranty® or Global Warranty Corporation where the owner/lessee resides in the Yukon, Northwest and or Nunavut Territories, the Province of Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland or Global Warranty (West Coast) Corporation where the owner/lessee resides in the Province of British Columbia, Alberta or Saskatchewan.

Policy Holder, You or Your Means any customer who has purchased a product from Global.

Reasonable Repair Cost means the customary parts and labor costs required to complete the repair or replacement of the Covered Failure, which in no case shall exceed the manufacturer's suggested retail price for parts, labor, and allowances, as defined in the manufacturer's labor time guide or the nationally recognized parts and labor time guides. We reserve the right to use "like kind and quality" replacements. Alloy Wheel means any road wheel composed of either aluminum or magnesium as opposed to steel, including chrome finished wheels.

Alloy Wheel Repair means cosmetic repair of scratches on Alloy Wheels. Administrator and technician retain sole authority to determine whether damage can be repaired.

Vehicle as used throughout this agreement means the conveyance listed in the registration section of this agreement. In the event that the vehicle is a trailer, then 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.

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 from replacement.

Road Hazard is a condition on a public roadway, which should not exist there, such as potholes, nails, glass, or other road debris. Eligible vehicles include current model year plus 10 years prior.

Term: Coverage commences on the date and at the time that You sign this document and continues for the number of years specified

ROAD HAZARD TIRE & WHEEL 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.

FLAT TIRES: You will be reimbursed up to a maximum of \$30 C.A.D. per occurrence that 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 un-repairable due to damage caused by a Road Hazard. Replacement will be made with a tire of like kind, quality and cost to the original tire on a pro rata adjustment with the current tire tread depth.

WHEELS (RIMS): You will be reimbursed for reasonable costs of 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.

COSMETIC WHEEL REPAIR: You will be reimbursed for the reasonable costs for the repair of cosmetic damage only to ALLOY WHEELS, no replacement. (See "Definitions" for description of ALLOY WHEEL REPAIR.) Due to aging and variance in WHEEL colour and texture, it is not always possible to match colours or texture to the other ALLOY WHEELS, so an exact colour or texture is not guaranteed. Wheels are eligible for replacement only if the damage from a ROAD HAZARD will not allow the tire to seal or the wheel is unsafe for use per the benefits and limitations of this plan. Repair of scrapes and other cosmetic damage are covered, including but not limited to curb damage. This coverage begins on the AGREEMENT SALE DATE and expires at the end of the AGREEMENT TERM.

CAR RENTAL EXPENSE: Covered up to \$70 per claim when required while your vehicle is not available due to covered cosmetic wheel repairs.

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, unspecified charges for shop supplies are excluded.

ROADSIDE ASSISTANCE: You will reimbursed covered services up to your benefit limit of \$100 per incident. You are entitled to one service within a twenty four (24) hour period, to a maximum three (3) roadside services within a 12 month period.

Towing – Provides towing reimbursement to the nearest repair facility capable of making or performing needed repairs or services.

Winching - Provides reimbursement for winching services

Fuel Delivery – Provides for the delivery of an emergency supply of fuel necessary to send a policy holder's car on its way (Policy Holder is responsible for actual cost of fuel).

Flat Tire Changes- Includes changing a flat tire with your inflated spare.

Emergency Battery Service - Battery boost service in the event of a dead battery.

Lockout Services –Locksmith services when keys are locked in your vehicle. You will need to keep a copy of your receipt for reimbursement on any of the listed services.

CLAIMS PROCEDURES: Any tires which require replacement, and wheels which require repair or replacement under the terms of this Agreement **MUST BE AUTHORIZED BY GLOBAL WARRANTY** and be made available for inspection **PRIOR** to repair or replacement. You must call 1-800-265-1519 for authorization. Contact Global's Claims Department directly during regular business hours: Monday - Friday 9:00 AM - 5:00 PM EST @ 1-800-265 -1519 in Canada or the U.S. or by fax at 1-519-663-8013 or visit our website at www.globalwarranty.com. In the event that the tire and/or wheel damage occurs after regular business hours, on weekends or holidays, you can access a list of our Preferred Repair Centres at our website: www.globalwarranty.com. You must make all necessary arrangements and contact Global on the first business day following the repair. Global makes every effort to provide service vendors nationwide but there are instances in which we have no vendor available in your area. In such an instance, Global reserves the right to make cash settlements in lieu of providing service. Such settlement will be based on market rates for the like services in your general geographic area.

POLICY 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 vehicle's occupants. Replaced tires are not covered for the time remaining on the Agreement.

EXCLUSIONS: This Agreement does not cover:

a) Any damage that occurs outside the United States or Canada.

b) 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 roads not regularly maintained, vandalism or malicious mischief, theft, fire, or any loss covered by primary physical damage insurance.

c) Any damage caused by driving on tires that are improperly inflated, or tires with less than 3/32" remaining tread depth (and wheels on which tires have less than 3/32" tread depth).

d) Any damage to tires and/or wheels transferred from another vehicle subsequent to the effective date of this agreement;

e) Any damage to tires and/or wheels that are mounted on vehicles other than private passenger cars and light duty trucks (under 30,000 lbs Gross Vehicle Weight)

f) Any damage that is covered by any other warranty, including warranties issued by the manufacturer. Any damage that is the result of a manufacturer defect;

g) Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires or wheels;

h) ALLOY WHEEL REPAIR to an ALLOY WHEEL that is dented or bent from contact resulting in suspension, body, or frame damage.

i) Replacement of ALLOY WHEEL where the damage to the wheel is too great to be repaired, but a technician determines the wheel is still sealing with the tire.

 j) Damage to other parts of YOUR VEHICLE caused by improper repairs, installation, mounting or balancing as well as repairs performed in a manner that does not comply with manufacturer's guidelines.
k) Any damage resulting from continued operation or caused by YOUR failure to take reasonable precautions to protect from further damage when an apparent problem exists.

 Damage or wear to tires caused by VEHICLE modifications that do not comply with the VEHICLE manufacturer's specifications.

m) Any expense for the modification, replacement, or alteration of existing parts or systems necessitated by the replacement of obsolete, superseded or unavailable parts with current replacement parts in excess of the value of the failed part.

n) Any repair or replacement of any covered component or part which has not failed due to contact with a ROAD HAZARD as defined in this AGREEMENT, but which the repair facility or manufacturer recommends or requires to be repaired or replaced such as, but not limited to matching sets of tires or wheels.

 o) Tire, wheel, and benefit coverages on this AGREEEMENT are not extended to a VEHICLE attached to YOUR VEHICLE such as a trailer or VEHICLE in tow.

p) Any loss or consequential damage, including physical damage, personal injury or death, or property damage, which results from the failure of a tire or wheel covered by this AGREEMENT due to a contact with a ROAD HAZARD.

 q) Any loss where You or any person on Your behalf falsely swears or commits any fraudulent act with respect to any claim;

r) Any wheel repair or replacement, or any tire replacement that is not preauthorized.

Any loss that is not reported to us within 60 days from the date the damage occurs;

s) Commercial vehicles are excluded from this program.

TRANSFER: You may transfer your active Agreement to an eligible private party to whom the covered vehicle is sold (subject to Global's consent) providing all Terms & Conditions and Maintenance Obligations have been met, you must send Global all maintenance records, a \$100 transfer fee (plus applicable taxes), and the name and address of the new purchaser within fifteen (15) days of a change of ownership. Subsequent transfers are not permitted.

OTHER: Your Agreement is governed by the laws of the Province of the Selling Dealer and shall be binding upon and ensure to the benefits of the heirs, successors and permitted assigns of Global Warranty and you.

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