

# ROAD HAZARD TIRE AND WHEEL COVERAGE

SERVICE CONTRACT FOR NEW AND USED VEHICLES

## VEHICLE INFORMATION

CONTRACT NUMBER		FORM NUMBER <b>ARH20115</b>	SERIAL NUMBER
YEAR	MAKE	MODEL	CURRENT ODOMETER READING

## DEALER INFORMATION

SELLING DEALER			DEALER #
DEALER ADDRESS		CITY	STATE
LIENHOLDER		ADDRESS	

## SERVICE CONTRACT HOLDER INFORMATION

FIRST NAME	LAST NAME		
ADDRESS	CITY	STATE	ZIP
(AREA CODE) TELEPHONE NUMBER	EMAIL ADDRESS		

## SERVICE CONTRACT INFORMATION

TERM / MILEAGE SELECTED	COVERAGE PLAN SELECTED	OPTION
<div> <input type="text"/> MONTHS                 <input type="text"/> UNLIMITED MILEAGE             </div>	<div> <input type="text"/> STANDARD (RHS)                      PER OCCURRENCE LIMIT OF \$200 FOR EACH TIRE AND \$200 FOR EACH WHEEL; \$1200 LIFETIME BENEFIT  <input type="text"/> DELUXE (RDL)                      NO PER OCCURRENCE LIMIT FOR EACH TIRE AND WHEEL; \$5000 LIFETIME BENEFIT                 </div>	<div> <input type="text"/> (TRA)                      \$50 TOWING OR                      ROADSIDE ASSISTANCE                      REIMBURSEMENT                 </div>
SERVICE CONTRACT PURCHASE DATE	SERVICE CONTRACT PURCHASE PRICE	

**YOU UNDERSTAND THAT THE PURCHASE OF THIS SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO OBTAIN FINANCING OR TO PURCHASE THIS VEHICLE.**

*This Service Contract is subject to the **ARBITRATION** section contained herein. Please see **STATE AMENDMENTS** section for additional state provisions.*

CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ DEALER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SERVICE COMPANY AND ADMINISTRATOR:

**ASSOCIATED DEALERS WARRANTY CORP.**

P.O. BOX 8567 ▼ DEERFIELD BEACH, FL 33443 ▼ 1-800-327-5172

COPY 1 - ADWC ▼ COPIES 2 & 3 - DEALER ▼ COPY 4 - LIENHOLDER ▼ COPY 5 - CUSTOMER

ARH2 (01/15)

**PARTIES TO THIS SERVICE CONTRACT:** The following **BOLD** print appearing throughout this Service Contract has the following meanings: “**YOU**”, “**YOUR**” and “**I**” mean the customer named as Service Contract Holder on the front of this Service Contract. “**WE**”, “**US**” and “**OUR**” refer to Associated Dealers Warranty Corp. (“ADWC”).

**SERVICE CONTRACT PERIOD:** Coverage under this Service Contract begins on the **SERVICE CONTRACT PURCHASE DATE** shown on the front of this Service Contract and expires according to the **TERM** selected.

**SERVICE CONTRACT COVERAGE:** Coverage under this Service Contract is limited to the repair, or if not repairable, the replacement of a damaged tire or wheel, provided the tire or wheel damage is caused by a Road Hazard. Coverage only applies to tires with a tread depth greater than 2/32nds of an inch. Road Hazard is defined as debris on the road surface or road surface conditions such as potholes, cracks and breaks. In the event of Road Hazard damage, bring **YOUR** vehicle to **YOUR** Selling Dealer. If the tire can be safely repaired, as determined by the repair facility, **WE** will pay for or reimburse **YOU** for the repair, up to a maximum of \$40. Unrepairable tires will be replaced with a comparable new tire, as determined by **US**. **STANDARD** has a per occurrence limit of \$200 for each tire and \$200 for each wheel, and **DELUXE** has no per occurrence limit. Coverage is limited to the original set of tires and wheels on the vehicle at the time of purchase and new replacement tires or wheels, and is not transferable to any other vehicle. Wheel coverage applies only when or if the wheel cannot be balanced, will not hold air, or the damage has affected the structural integrity of the wheel. The maximum lifetime benefit for the duration of the Service Contract is \$1,200 for **STANDARD** and \$5,000 for **DELUXE**. This is not an insurance policy, a warranty, or a guaranty.

**OPTIONAL TOWING/ROADSIDE ASSISTANCE REIMBURSEMENT COVERAGE:** If the Optional Towing/Roadside Assistance Reimbursement box on the front of this Service Contract is checked, **WE** will reimburse **YOU** up to \$50 per occurrence, for towing and/or roadside assistance expenses incurred from a towing company or licensed repair facility, in connection with a covered tire and/or wheel.

**YOUR RESPONSIBILITIES:** 1.) **OBTAIN PRIOR AUTHORIZATION FROM ADWC BEFORE UNDERGOING ANY REPAIRS OR REPLACEMENTS UNDER THIS SERVICE CONTRACT. CALL 1-800-327-5172 DURING NORMAL BUSINESS HOURS FOR INSTRUCTIONS AND AUTHORIZATION;** 2.) **MAINTAIN PROPER TIRE INFLATION AS RECOMMENDED BY THE MANUFACTURER’S SPECIFICATIONS FOR YOUR DRIVING AND LOAD CONDITIONS;** AND 3.) **HAVE YOUR TIRES ROTATED, BALANCED, AND INSPECTED FOR WEAR REGULARLY TO MAXIMIZE TREAD LIFE AND HELP MAINTAIN SAFE OPERATION OF YOUR VEHICLE. FAILURE TO COMPLY WITH THE RESPONSIBILITIES LISTED WITHIN MAY RESULT IN THE DENIAL OF YOUR CLAIM. IF YOU HAVE QUESTIONS WHICH CANNOT BE ANSWERED BY YOUR SELLING DEALER, PLEASE CONTACT ADWC.**

**PRIOR AUTHORIZATION/HOW TO MAKE A CLAIM:** When coverage under this Service Contract is required, **YOU** should return **YOUR** vehicle to the Selling Dealer. If **YOU** cannot return **YOUR** vehicle to the Selling Dealer, **YOU** must telephone ADWC during normal business hours at 1-800-327-5172 to receive instructions and prior authorization. In the event of an emergency situation that occurs and ADWC cannot be reached, **YOU** may proceed, but payment will be in accordance with the other provisions of this Service Contract. Submit all invoices and receipts pertaining to the claim along with a copy of this Service Contract to: ADWC, P.O. Box 8567, Deerfield Beach, Florida 33443. If **YOU** do not follow ADWC instructions, **WE** are not obligated to reimburse **YOU**. ADWC reserves the right to inspect any tire, wheel and/or vehicle before authorization.

**TRANSFER:** **YOU** may transfer this Service Contract to another owner, but not to another vehicle. To transfer this Service Contract, **YOU** must mail the following three (3) items to ADWC within thirty (30) days of transfer of vehicle ownership: (1) a completed Transfer Form (or a letter containing the name and address of the new owner and **YOUR** authorization to transfer); (2) a legible copy of the front page of this Service Contract; and (3) a check for \$40 payable to ADWC, for the transfer fee. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles.

**CANCELLATION:** This Service Contract may be cancelled by **YOU** at any time during the **SERVICE CONTRACT PERIOD**. To cancel, **YOU** must return this Service Contract to **YOUR** Selling Dealer or ADWC. If **YOU** cancel during the first thirty (30) days, a one hundred percent (100%) refund of the **SERVICE CONTRACT PURCHASE PRICE** will be made. If **YOU** cancel after thirty (30) days but within sixty (60) days, the **SERVICE CONTRACT PURCHASE PRICE** will be refunded, less an administration fee of \$25 that ADWC will charge and retain. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the **SERVICE CONTRACT PURCHASE PRICE** will be made based upon the time expired from the **SERVICE CONTRACT PURCHASE DATE** less an administration fee of \$25 that ADWC will charge and retain. In the event of cancellation, **YOU** authorize the LIENHOLDER to receive any refund amounts. Upon **OUR** receipt of notification of a total loss or repossession, the Service Contract will be terminated, and all rights and interests to cancel and obtain a refund under the Service Contract will immediately transfer to the LIENHOLDER and the LIENHOLDER will be named sole payee for any refund amounts. The Service Contract is non-cancellable by **US** except for fraud, material misrepresentation, or failure to pay the **SERVICE CONTRACT PURCHASE PRICE**.

**LIMITS OF LIABILITY:** With the exception of the benefits described in the **SERVICE CONTRACT COVERAGE** section, **WE** assume no other obligation or responsibility with regard to the vehicle. **WE** neither assume, nor authorize anyone to assume for **US**, any additional liability.

**GENERAL:**

1. THE TERMS AND CONDITIONS OUTLINED HEREIN ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATION OR STATEMENT SHOULD BE RELIED UPON BY **YOU**, INCLUDING ANY ORAL REPRESENTATIONS BY THE SELLING DEALER.
2. If it is not clear which **TERM/MILEAGE** or **COVERAGE PLAN** has been purchased, **YOU** should contact **YOUR** Selling Dealer or **US**.
3. This Service Contract will be governed by the laws of the state in which it is sold.
4. No amendment, supplement, or waiver of any provision of this Service Contract will be binding against **US** unless it is in writing and signed by one of the authorized representatives at **OUR** home office.
5. **WE** may delegate the performance of **OUR** duties and obligations and assign **OUR** rights and benefits hereunder.
6. **OUR** right to recover payment: If **WE** make any payment under this Service Contract 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 **US** to enforce these rights. **OUR** subrogation rights become effective after **YOU** are made whole.

**EXCLUSIONS FROM COVERAGE: THIS SERVICE CONTRACT WILL NOT PAY OR REIMBURSE YOU FOR:**

1. **COSMETIC DAMAGE TO TIRES OR WHEELS, OR DAMAGE INCURRED WHILE DRIVING OFF-ROAD;**
2. **TIRE OR WHEEL DAMAGE NOT RESULTING FROM A ROAD HAZARD, SUCH AS A COLLISION WITH A CURB, PARKING BLOCK/STONE OR ANOTHER VEHICLE. FAILURE CAUSED BY ACCIDENTS, COLLISION, UPSET DAMAGE, THEFT, LARCENY, MALICIOUS MISCHIEF, VANDALISM, CIVIL COMMOTION, RIOTS, WARS;**
3. **A TIRE AND/OR WHEEL COVERED BY ANY MANUFACTURER WARRANTY OR FOR ANY OTHER COVERAGE OR OTHER REASON THE MANUFACTURER, THE IMPORTER, DISTRIBUTOR, OR SELLER WILL REPAIR OR REPLACE THE TIRE AND/OR WHEEL AT ITS EXPENSE OR AT A REDUCED COST;**
4. **ANY INVOICE PRESENTED TO ADWC FOR PAYMENT FOR SERVICES NOT PERFORMED AS DESCRIBED AT THE TIME OF AUTHORIZATION;**
5. **ANY CLAIM IF YOUR VEHICLE IS USED FOR POLICE OR EMERGENCY SERVICE, PRINCIPALLY OFF-ROAD USE, SNOW REMOVAL, CARRIAGE OF PASSENGERS FOR HIRE, COMMERCIAL DELIVERY/SERVICE/REPAIR, RENTAL PURPOSES, TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER;**
6. **ANY TIRE AND/OR WHEEL FAILURE CAUSED BY MISUSE, ABUSE, NEGLIGENCE, IMPROPER TOWING, IMPROPER BALANCING OR ALIGNMENT;**
7. **TIRES OR WHEELS DAMAGED AS A RESULT OF DEFECTS, COLLISION WITH A CURB, OR ABNORMAL WEAR AND TEAR, INCIDENTAL OR CONSEQUENTIAL DAMAGE, WHEEL ALIGNMENT, TIRE ROTATION, ATTACHING HARDWARE, WHEEL COVERS, "SPACE SAVER" STYLE SPARE TIRE OR TIRE DISPOSAL FEE;**
8. **A DAMAGED TIRE AND/OR WHEEL ARISING OR RESULTING FROM THE USE OF YOUR VEHICLE OUTSIDE OF THE UNITED STATES, ITS TERRITORIES OR POSSESSIONS OR CANADA;**
9. **DISPOSAL CHARGES, ENVIRONMENTAL FEES, STORAGE OR FREIGHT CHARGES;**
10. **ANY CONSEQUENTIAL, SECONDARY DAMAGES OR UNREASONABLE COSTS THAT YOU MAY INCUR AS A RESULT OF A DAMAGED TIRE AND/OR WHEEL;**
11. **LIABILITY FOR DAMAGE TO PROPERTY, INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE WHETHER OR NOT RELATED TO TIRE AND/OR WHEEL DAMAGE.**

**TIMELY, WRITTEN NOTICE OF CLAIM REQUIRED:** Please note: The following paragraph does not apply to a claim for vehicle repairs or reimbursement for such repairs under this Service Contract. Please see: **PRIOR AUTHORIZATION/HOW TO MAKE A CLAIM** for a repair or reimbursement claim. Prior to bringing or participating in an arbitration (or lawsuit, to the extent the Arbitration Clause herein is inapplicable for any reason) asserting any claim in law or equity relating to this Service Contract or its subject matter (collectively "Legal Claims"), **YOU** must provide written notice of **YOUR** Legal Claim to **US** within one (1) year from the day on which **YOU** learned, or with reasonable diligence should have learned, of the basis of **YOUR** Legal Claim. Such written notice **must** identify by name and contract number the specific Service Contract to which **YOUR** Legal Claim relates. **The provision of such timely, written notice is a condition precedent to bringing any Legal Claim relating to this Service Contract or its subject matter.** If **YOU** fail to timely provide such written notice of any Legal Claim, **YOU** shall have waived such Legal Claim in all respects. If **YOU** do provide the timely, written notice required hereunder, **WE** shall have ninety (90) calendar days following actual receipt of such notice to cure the circumstance(s) giving rise to **YOUR** Legal Claim. **YOU** agree that a payment in the amount of damages claimed by **YOU** on an individual (not class) basis, in an amount not to exceed the maximum amount available under this Service Contract, net of benefits paid, shall constitute a full and complete cure of any such circumstances and shall extinguish all Legal Claims **YOU** may have relating to this Service Contract or its subject matter. Each requirement set forth in this paragraph requires strict (not substantial) compliance and survives the Contract Period, transfer or cancellation of this Service Contract. **YOUR** obligations under this paragraph shall in no way be diminished or modified by the Arbitrator's obligation to apply statutes of limitation applicable at law in the event arbitration is filed.

**ARBITRATION:** **YOU** agree that any and all claims or disputes of any kind whatsoever arising from or relating to this Service Contract or the relationships resulting from this Service Contract, whether in contract, tort, pursuant to statute, regulation, or ordinance, or in equity or otherwise ("Claims"), shall, upon delivery of a written notice demanding arbitration to the other party or parties, be resolved by binding arbitration on an individual (not class) basis only. This includes, without limitation, Claims by **YOU** against the Selling Dealer, ADWC, or their parents, affiliates, employees, officers, successors, or assigns, or against those entities' parents' or affiliates' employees, officers, successors, or assigns. **THIS AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS ONLY IS FULLY BINDING IN THE EVENT THAT A CLASS ACTION OR SIMILAR LAWSUIT OR CLASS ARBITRATION IS FILED IN WHICH YOU OTHERWISE WOULD BE ELIGIBLE TO PARTICIPATE IN ANY CAPACITY, INCLUDING BUT NOT LIMITED TO AS A MEMBER, CLASS REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL. THE PARTIES AGREE THAT THERE SHALL BE NO CLASS OR CONSOLIDATED ARBITRATION OF ANY CLAIM, AND EXPRESSLY WAIVE ANY RIGHT TO ARBITRATE OR LITIGATE IN A CLASS PROCEEDING.**

Such arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (and not any state law concerning arbitration), this Arbitration Clause, and the applicable rules of JAMS, Inc. ("JAMS")—excluding any rules pertaining to class arbitration, and subject to any modification of those rules by this Arbitration Clause—in effect at the time of the written notice demanding arbitration. In the event of a conflict between the JAMS rules and this Arbitration Clause, this Arbitration Clause shall control. Applicable rules for JAMS are available at [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267. The Arbitrator shall apply statutes of limitation applicable at law, shall honor claims of privilege recognized at law, and if timely requested by any party, shall provide a reasoned, written explanation of the award's basis. Notwithstanding any provision otherwise in this Arbitration Clause or in the JAMS rules, any dispute regarding arbitrability, including the validity, enforceability, or applicability of the prohibition on classwide arbitration, shall be resolved by a court of competent jurisdiction, and not in arbitration. For avoidance of doubt, all disputes regarding the availability of classwide or consolidated arbitration, regardless of the posture under which such disputes arise, shall be resolved in court and not in arbitration. **THE PARTIES RECOGNIZE THAT THEY WILL NOT HAVE THE RIGHT TO A JURY TRIAL IN ARBITRATION. DISCOVERY AND RIGHTS TO APPEAL GENERALLY ARE MORE LIMITED IN ARBITRATION THAN IN A LAWSUIT, AND OTHER RIGHTS APPLICABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Arbitrations will be held within the federal judicial district encompassing the city and/or county where **YOU** reside or are located. The other parties to the arbitration (not including **YOU**) will pay in equal shares the first \$2,500 in fees charged by the arbitration administrator for Claim(s) asserted by **YOU** in the arbitration. Thereafter, unless the applicable JAMS rules or applicable law specify otherwise, the parties to the arbitration (including **YOU**) shall share the arbitration fees equally, which amounts shall not be recoverable in the arbitration. Each party to the arbitration shall be responsible for its own attorney, expert, and other fees, unless applicable law provides otherwise. This Arbitration Clause shall not apply to any individual claim brought by **YOU** in small claims court, unless such claim is transferred, removed, or appealed to a different court.

If any portion of this Arbitration Clause is deemed invalid or unenforceable, it shall not invalidate the other provisions of the Arbitration Clause; provided, however, that (a) if the prohibition on classwide arbitration is deemed invalid, then this entire Arbitration Clause shall be null and void; and (b) if the prohibition on arbitration of representative claims brought in a private attorney general capacity is deemed invalid, then the Arbitration Clause shall be null and void as to such claims only. This Arbitration Clause shall survive the Termination or cancellation of this Service Contract. In the event of a conflict between this Arbitration Clause and any other applicable arbitration provision, this Arbitration Clause shall control.

**STATE AMENDMENTS:** If this Service Contract is purchased in any of the following states, the following additional provisions will apply:

**FLORIDA: FLORIDA LICENSE NO. 60087.** The retail rate charged for this Service Contract is not subject to regulation by the Florida Office of Insurance Regulation. If **YOUR** vehicle is not eligible for the **TERM/MILEAGE** and **COVERAGE PLAN** selected on the front of this Service Contract or if the SERVICE CONTRACT PURCHASE PRICE does not meet **OUR** pricing requirement, ADWC will notify **YOU** within forty-five (45) days of the appropriate action taken, which may include rejecting the Service Contract. The **CANCELLATION** provision is revised as follows: If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less an administration fee that ADWC will charge and retain of \$25 or five percent (5%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the time expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee that ADWC will charge and retain of \$25 or ten percent (10%) of the unearned SERVICE CONTRACT PURCHASE PRICE, whichever is less. The Pro-Rata refund amount shall not be less than ninety percent (90%) of the unearned Pro-Rata SERVICE CONTRACT PURCHASE PRICE. **WE** cannot cancel this Service Contract except for material misrepresentation or fraud at the time of sale, lack of proper maintenance, or non-payment of SERVICE CONTRACT PURCHASE PRICE, in which case **YOU** will be notified by certified mail. If **WE** cancel this Service Contract, **WE** will return one hundred percent (100%) of the paid unearned Pro-Rata SERVICE CONTRACT PURCHASE PRICE. In the event of cancellation, **YOU** authorize the LIENHOLDER to receive any refund amounts or if the lien has been paid off, **YOU** can either receive a check for the refund amount or **YOU** can authorize the Selling Dealer to use all or part of the refund amount as a credit towards the purchase of a vehicle.