



TIRE & WHEEL PROTECTION

AGREEMENT HOLDER NAME		AGREEMENT ISSUE DATE	POLICY NUMBER TWP 000000
STREET ADDRESS		CITY, STATE AND ZIP CODE	
AREA CODE AND TELEPHONE NUMBER	LIEN HOLDER NAME AND ADDRESS		
VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE AND MODEL	
SELLING DEALER NAME	SELLING DEALER ADDRESS		DEALER CODE

COVERAGE AFFORDED UNDER THIS CONTRACT APPLIES TO ANY TIRE OR WHEEL THAT IS ON THE ABOVE DESCRIBED VEHICLE AT TIME OF DELIVERY, OR IS AN APPROVED REPLACEMENT FOR OEM. ALL COVERAGE IS SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS SET FORTH BELOW.

New <input type="checkbox"/>	Used <input type="checkbox"/>	Term: 3 Years <input type="checkbox"/>	5 Years <input type="checkbox"/>	Agreement Purchase Price:
Class One <input type="checkbox"/>	Class Two <input type="checkbox"/>	(If no coverage term is selected, the term will be 3 years)		\$

PURCHASER'S SIGNATURE: X _____ DATE: _____

This Agreement, subject to the terms, conditions, and liabilities as set forth in this document, is between the above-indicated Agreement Holder and First Automotive Service Corporation, 2400 Louisiana Blvd NE, Bldg 4, Albuquerque, NM 87110, 1-877-881-2244 (the "Company").

FOR CLAIMS CALL 1-866-843-7565

TERM
The term of this Agreement begins on the above indicated agreement purchase date and ends when one of the following occurs: 1) The term selected above has elapsed, 2) the Agreement has been canceled, or 3) with respect to any individual tire, when the tread depth has reached 3/32 inch.

AGREEMENT BENEFITS

TIRE AND WHEEL PROTECTION
Subject to all of the terms, conditions, and limitations set forth in this Agreement, the Company agrees to pay on behalf of the Agreement Holder or reimburse the Agreement Holder for the Reasonable Repair Cost incurred for the repair or replacement of the tires and or wheels identified above or for such replacement tires and wheels while installed on the vehicle identified above, resulting from their operational failure (a "Failure") caused by defects in materials or workmanship or Road Hazards.

EMERGENCY ROAD SERVICE
The Company agrees to pay on behalf of the Agreement Holder or reimburse the Agreement Holder for an amount up to \$100.00 for towing assistance when directly related to a Covered Failure.

LIMITS OF BENEFITS
The total benefits payable by the Company for all Covered Failures occurring during the term of this Agreement shall not exceed the following:
Class One - \$2,500.00 and Class Two - \$4,000.00.

WHAT IS NOT COVERED

This Agreement does not cover the following:

- A. Any repair or replacement made without the Company's prior authorization.
- B. Any repair or replacement covered by a warranty, recall, or acknowledgement of responsibility issued by the manufacturer of the tire or wheel.
- C. Damage, failure or loss due to negligence, abuse or misuse, or rising out of or related to a collision or upset, railroad crossing, vandalism, or where age or condition of the tire results in damage, failure or loss.
- D. Destruction of, or damage to a tire or wheel due to impact with a naturally occurring structure in the highway or roadway (including but limited to curbs) or due to off-road vehicle use or construction site use.
- E. Destruction of a tire in either the sidewall or tread area due to dry-rot, cracking or peeling of tread, or where age or condition of the tire results in failure or loss.
- F. Tires that prematurely fail because of overloading, improper loading or improper inflation.
- G. Retreads or used tires installed on the vehicle to replace the original tires.
- H. Tires and wheels that are not D.O.T. certified, do not meet the vehicle manufacturer's specifications, or that exceed 20 inches in diameter.
- I. Failure occurring when the tread depth on the failed tire is 3/32 inch or less.
- J. Tires transferred from any vehicle on which they were originally installed.
- K. Any vehicle registered and normally operated outside the United States or Canada.
- L. 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 replacement of which is covered under the terms and conditions of this Agreement.

WAIVER

I do not choose to accept the Tire and Wheel Protection Agreement offered for my vehicle. I understand that by not accepting this coverage, I am not entitled to any of the benefits listed above.

(For Waiver Only) Customers Signature _____ Date _____ Dealers authorized Representatives Signature _____ Date _____

CLAIMS PROCEDURE

To obtain the benefits of this Agreement, the **Agreement Holder** must:

1. Call the **Company's** toll free claims number **1-866-843-7565** for instructions and obtain a confirmation number before work is commenced.
2. All tires and wheels that require replacement must be made available for inspection.
3. Submit legible copies of all repair orders, sales invoices, and other relevant documentation to the **Company** upon request.

The issuance of a confirmation number does not imply the **Company** has approved a claim, but only that the **Agreement Holder** has fulfilled their responsibility in reporting such claim.

DEFINITIONS

- **Agreement Holder or You** means the original person (s) to which this Agreement was issued or the private person to whom this Agreement has been transferred.
- **Reasonable Repair Cost** means the customary parts and labor charges required to complete the repair for the **Covered Failure**, which in no case shall exceed the manufacturer's suggested retail price for parts and time / labor allowances as defined in the manufacturer's labor time guide or other nationally recognized parts and labor time guides. We reserve the right to use "like kind and quality" replacements for wheels and tires.
- **Covered Repair, Covered Failure, Failure** means (1) Covered tire(s) and or wheel(s) have been damaged sufficiently by a **Road Hazard** as to cause them not to operate in the manner for which they were designed. (2) Because of a defect in materials or faulty workmanship in the covered tire(s) or wheel(s), that have been properly maintained, that fail to operate in the manner for which they were designed. This specifically excludes excessive wear and tear.
- **Road Hazard** means any abnormal road conditions and or objects such as potholes, rocks, metal scraps, nails, glass, and other road debris that may cause a **Failure** to a Covered tire and wheel.

CANCELLATION

If this Agreement is canceled by the Agreement Holder within the first sixty (60) days and no covered claim has been filed, the Agreement Holder will receive a full refund of the Agreement Purchase Price. Except as provided below, if this Agreement is canceled by the Agreement Holder after sixty (60) days or if a covered claim has been filed, the Agreement Holder will receive a pro rata refund of the Agreement Purchase Price, determined by the number of days this Agreement has been in force divided by the number of days in the original Agreement term. All pro rata cancellations are subject to a \$25.00 cancellation fee. No refund shall be payable if this Agreement expires because the Maximum Agreement Benefits have been received by the Holder. **Cancellation by Administrator:** This service contract is non-cancelable by the Administrator.

TRANSFER

If the vehicle identified above is sold, the Agreement Holder may transfer this Agreement to another person (other than a dealership) within thirty (30) days of ownership transfer. This Agreement may only be transferred once. Complete the following steps for transfer:

1. Type, or carefully print, the name and address of the person to whom you wish to transfer ownership of this Agreement:

Name: _____

Street Address: _____

City: _____ State _____ Zip _____

2. The Agreement Holder named on the front of this agreement must sign here:

3. Enclose a check or money order in the amount of \$50.00 payable to **First Automotive Service Corporation**.
4. Enclose proof of transfer of ownership (Bill of Sale, Registration, etc.).
5. Send this original Agreement, proof of ownership transfer, and your payment, to **First Automotive Service Corporation, 2400 Louisiana Blvd NE, Bldg 4, Albuquerque, NM 87110**.

NOTE: The transfer will be recorded, and the original Agreement will be mailed to the new owner.

IMPORTANT CONTRACT PROVISIONS

The obligations of the **Company** under this Agreement are insured by an insurance policy issued by **Dealers Assurance Company, P.O. Box 21185, Upper Arlington, Ohio 43221, 1-614-459-0364**. If a covered claim is not paid within sixty (60) days after proof of loss has been filed with the **Company**, the Agreement Holder may file a claim with the Insurer at the address shown herein.

Purchase of this Agreement is not required in order to purchase or obtain financing for the vehicle.