



# ROAD HAZARD TIRE COVERAGE.



## CUSTOMER TERMS & CONDITIONS

### BMW TIRE CENTER 12-MONTH TIRE ROAD HAZARD PROGRAM

**THIS PROGRAM IS PROVIDED AT NO ADDITIONAL CHARGE WITH YOUR ELIGIBLE TIRE PURCHASE. YOU ARE NOT REQUIRED TO PURCHASE THIS PROGRAM AS A CONDITION TO THE PURCHASE OF ANY PRODUCT OR AS A CONDITION TO THE EXTENSION OF CREDIT.**

**TO SUBMIT A CLAIM, YOU MUST PRESENT YOUR ORIGINAL INVOICE SHOWING THE PURCHASE OF THE TIRE.**

This Tire Road Hazard Program ("Program") is included with new tires sold by centers participating in the BMW Tire Center Program and is administered by Sonsio Management, Inc. ("Program Administrator").

The Seller of the tires covered by this complimentary Program is identified by name and address on the original purchase invoice ("Original Invoice"), which is attached to and made a part of these Program terms and conditions ("Program Benefit Statement").

**WHAT TIRES ARE ELIGIBLE:** The benefits of this Program are available only for (A) the tires (i) purchased by you, the Customer, from a dealership participating in the BMW Tire Center Program ("Participating Dealership"), and (ii) that are listed clearly on the Original Invoice, identified by the listed part number(s) and Department of Transportation ("DOT") number(s), and (iii) while installed on your vehicle identified by year, make, model and Vehicle Identification Number ("VIN") on the Original Invoice ("Eligible Tires"); and (B) tires that replace Eligible Tires pursuant to the Program ("Eligible Replacement Tires") subject to the same identification and requirements that would apply for the original Eligible Tire. **This Program is limited to the replacement of Eligible Tires and Eligible Replacement Tires damaged by a road hazard as described below.**

**TERM OF PROGRAM BENEFITS:** This Program covers Eligible Tires for a term of 12 months from the date on your Original Invoice for the tires, 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 ("Program Benefit Term"). Eligible Replacement Tires will be covered under this Program for the remainder of the original Eligible Tire's Program Benefit Term. The Program Benefit Term will not be extended or determined by the installation date of the Eligible Replacement Tire.

**WHAT IS ROAD HAZARD DAMAGE?** Road hazard damage occurs when a tire fails as a result of a puncture, bruise, or impact break incurred during the course of normal driving on a road maintained by state or local authority. Nails, glass, and potholes are the most common examples of road hazards.

**WHERE YOU CAN OBTAIN SERVICE:** Whenever possible you should return your vehicle to the original selling dealership. If you cannot return your vehicle to the original selling dealership, you may contact the Program Administrator at 866.330.7569 during normal business hours to receive assistance locating the nearest Participating Dealership. If you do not follow the Program Administrator's instructions, your claim may not be eligible.

**TIRE REPLACEMENT:** If, during the Program Benefit Term, an Eligible Tire is damaged due to a valid road hazard, it will be replaced by the Participating Dealership with an exact make/model of tire if available. If not available, a comparable quality tire will be installed. When an Eligible Tire failure occurs in the first 12 months of ownership, the Eligible Tire will be replaced with coverage up to the original purchase price of the tire or the replacement tire cost, whichever is less. In no event shall 100% coverage exceed \$600.00 per Eligible Tire or Eligible Replacement Tire. You are responsible for any additional charges including, but not limited to, mounting, balancing, taxes, and miscellaneous fees.

#### WHAT YOU MUST DO TO MAKE A CLAIM WHEN AN ELIGIBLE TIRE IS DAMAGED:

1. If you have presented an Eligible Tire during the Program Benefit Term, the Participating Dealership will verify that the damage to the tire is due to a road hazard as defined above.
2. If the tire is found to be eligible for the benefits of this Program, the tire will be replaced as described under Tire Replacement.
3. The Participating Dealership will submit the claim to the Program Administrator.
4. You must sign the replacement invoice and provide the Participating Dealership with the Original Invoice. The Participating Dealership will make a copy of both the Original Invoice and the replacement invoice and return the originals of both invoices to you.
5. You must furnish the VIN of your vehicle, and if the tire is being required for inspection, you also must furnish the DOT number for that tire.
6. You are responsible for any and all charges not included in this Program Benefit Statement.
7. Tires being replaced under the Program must be surrendered to the Participating Dealership.
8. Tires being replaced under the Program must be made available for inspection if requested by the Participating Dealership.
9. If a tire needs to be replaced and authorization cannot be obtained because the damage has occurred outside of the Program Administrator's normal business hours, you may elect to wait for authorization or proceed with a tire replacement. In order to be eligible for reimbursement: (1) you must go to the original selling dealership or a Participating Dealership (2) if replaced, the damaged tire must be retained, AND (3) the Program Administrator must be contacted at 866.330.7569 within 2 business days. There is no guaranteed eligibility.

## EXCLUSIONS: THIS PROGRAM WILL NOT PAY OR REIMBURSE FOR:

1. Tire replacements made by anyone other than a Participating Dealership, its agents, contractors or licensees.
2. 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" or less.
3. Replacement of tires that are not: (1) purchased by you, the Customer, from a Participating Dealership or replaced under the Program by the Program Administrator, (2) listed clearly on the Original Invoice, identified by the listed part number(s) and DOT numbers; and (3) damaged while installed on your vehicle identified by year, make, model and VIN on your Original Invoice ("Eligible Tires").
4. Any 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.
5. The replacement of a tire due to manufacturer recall, defect or warranty or any other reason for which the manufacturer will repair or replace the tire at its expense or at a reduced cost.
6. Any invoice presented for payment of services not performed.
7. Any damage due to misuse, abuse, negligence, improper application, improper towing, improper balancing or alignment, improper inflation, brake lock up, wheel spinning, torque snags, etc.
8. Cosmetic damage to any tire. Cosmetic damage is described as damage that does not affect the structural integrity of the tire.
9. Any 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).
10. Damage caused by mechanical failures (e.g., failed shocks, struts, alignment, balancing, etc.) or interference with vehicle components (e.g., fenders, exhaust, springs, etc.).
11. Replacement of tires that have been repaired in a manner other than per tire manufacturer guidelines and industry approved methods.
12. Replacement of tires that have been re-treaded, re-capped, re-grooved, remolded, or tubed.
13. Replacement of any tire(s) used or installed on vehicles with a manufacturer's load rating capacity greater than 1 ton.
14. Replacement of any tire(s) used or installed on vehicles with a load capacity of 1 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.
15. 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.
16. 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.
17. Michelin PAX® system, PAX® support ring, wheel, or tire pressure monitoring system.
18. Replacement of tire pressure monitoring systems (TPMS) or devices and components associated with TPMS.
19. PRE-EXISTING CONDITIONS OR DAMAGE, CONSEQUENTIAL, INCIDENTAL OR SECONDARY DAMAGES.
20. Any other costs or expenses that you incur as a result of the need to replace your tire.
21. Any costs or expenses arising because the vehicle is not available for use.
22. 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.
23. Storage or freight charges.

The benefits of this complimentary Program are secondary to any other motor club contracts and/or vehicle service contracts you may have purchased that provide reimbursement for damaged tires and/or wheels. 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 reimbursed under the motor club or vehicle service contract. If any other motor club contract and/or vehicle service contract exists but the terms of that contract(s) clearly states that it is secondary, the Program Administrator will pay 50% of the eligible reimbursement amount described in the Tire Replacement section of this Program.

THE PROGRAM ADMINISTRATOR RESERVES THE RIGHT TO DENY ANY CLAIM SUBMITTED WITH FALSE OR MISLEADING INFORMATION OR IF THE PAPERWORK DOES NOT CLEARLY IDENTIFY THE ORIGINAL PURCHASER, VEHICLE, AND TIRES, OR IF YOU ARE UNABLE TO PROVIDE THE ORIGINAL INVOICE.

#### GENERAL:

1. The terms and conditions outlined above state the full and complete obligations between the parties. You should not rely on any oral representations or statements about the Program.
2. The Program Administrator may delegate the performance of its duties and obligations and assign its rights and benefits hereunder.
3. The Program Administrator assumes no obligation or responsibility with regard to your vehicle.
4. The Program Administrator neither assumes nor authorizes anyone to assume additional liability on its behalf.

**TRANSFER:** This Program is extended only to you, the original purchaser of the Eligible Tire(s) and may not be transferred to anyone who purchases your vehicle or tires during the term of this Program. The benefits of this Program are not transferable to any other vehicle or tires.