



NEWFOUNDLAND'S 1ST CHOICE FOR TIRES & EXPERT AUTO SERVICES

Tire Mart™ Road Hazard Program

What is a Road Hazard Program?

Tire Mart™ supports the tire manufacturers' warranties for all of the tire brands that we sell. These warranties relate to tires that have defects within the manufacturer's control, such as craftsmanship and materials. A defect is defined as an imperfection in material or craftsmanship that causes inadequacy or failure.

Properly maintained tires can generally withstand the usual bumps and scrapes but it only takes one significant road hazard to leave you with a tire in need of replacement. As you can imagine, if you cut your tire on a nail from a construction zone that you travel through each day, the manufacturer's warranty is not going to cover that. However, a road hazard program would cover that.

Road hazards can include any number of unexpected and often unavoidable road conditions or obstacles such as debris on the roadways, potholes and poorly maintained streets. A road hazard claim can occur when a tire ceases to function properly because of a hole, bruise or break sustained during the course of driving on a well-kept, serviced road. Potholes, glass and nails are the most common examples of these hazards.

If any of these situations occur and you have purchased our Tire Road Hazard Program, you will qualify for certain coverage on a pro-rated basis. For this reason, many motorists seek the additional security and peace of mind that our Tire Road Hazard Program provides.

Please note that this Road Hazard Program is not a warranty. **Tire Mart™** does not warrant that its tires will not fail due to road hazard and does not authorize any person, including authorized Tire Mart™ personnel, to make such a warranty.

What are the notable features of the Program?

1. Tires are covered for 5 years against common but unexpected damage from road hazards such as potholes, glass and nails.
2. Our Road Hazard Program covers the cost to the customer of a tire that becomes unserviceable [i.e. not repairable], as well as the cost of returning to service a tire with a tread-face injury that is repairable.
3. Rotation and inspection of tires every 8,000 – 10,000 km is provided at no extra charge on an appointment only basis.
4. Multi-level pricing assures the customer of the lowest possible cost for Road Hazard Protection.

What does the Tire Mart™ Road Hazard Program cost?

The **Tire Mart™** Road Hazard Program has three levels depending on tire pricing. Tires with a retail value of less than \$120 are covered at the rate of \$8.95 per tire. Tires with a retail value over \$120 but less than \$200 are covered at the rate of \$11.95 per tire. Tires with retail value over \$200 but less than \$300 are covered at the rate of \$14.95 per tire. Tires with retail value over \$300 are covered on the basis of an 8% surcharge applied to our selling price.

Is the Road Hazard Program offered by Tire Mart™ competitively priced?

Road Hazard coverage offered by other companies can cost as much as double the price of **Tire Mart™** rates due to inflexible single rates for all tires.

Is the Road Hazard Program worth the money?

Tire Road Hazard programs have proven value. They provide customers with valuable protection, and also fulfil the customer's need for peace-of-mind. Read what [CarInsurance.com](http://www.carinsurance.com) has to say about Road Hazard Programs.
<http://www.carinsurance.com/Articles/content21.aspx>

Are all kinds of tires covered under the Tire Mart™ Road Hazard Program?

Only tires installed on personal use vehicles qualify for this Program. Tires used in commercial applications (as determined by **Tire Mart™**) are not covered nor are tires used in competitive events. In addition, tires used on motor homes, special purpose vehicles and any specialty line applications such as Off Road and Mud Tires do not qualify.

What conditions must apply to take advantage of this Program?

Only original purchasers and only tires purchased from **Tire Mart™** qualify for consideration. The consumer must present the tire and the original sales invoice to **Tire Mart™**. Without proper proof of purchase, the claim will not be considered. All claims must be made during regular business hours. No after hours or emergency claims are covered under this Program.

The only exception permitted to these conditions is in the case of wholesale accounts who purchase tires and associated road hazard warranty for vehicles intended for resale. In such cases, the vehicle information must be recorded in the comments section of the posted invoice so that the RHP coverage can be substantiated in case of a claim.

Is there a time limit on the Road Hazard Program?

Yes. All coverage for Road Hazard expires after 60 months.

What are the responsibilities of the customer during the life of the coverage?

Proper tire care is necessary to obtain the maximum mileage and wear from a tire. Customers purchasing the Road Hazard Program are urged to have us rotate and inspect your tires every 8,000-10,000 km. This service will be provided at no charge on an appointment only basis.

Customers must also ensure that the tires operate at the proper cold inflation pressure as outlined in the manufactures specified recommendations. Inflation should be checked once a month. This will be provided at no charge by **Tire Mart™** if the customer requests it. Just stop by and any of our Service Technicians will be more than willing to help you out.

Customers must also keep up the necessary mechanical maintenance necessary to ensure maximum tire life, such as suspension, shock absorbers, and wheel alignment.

What is covered under the Program?

1. Road Hazard damages which result in a tire becoming unserviceable.

A tire that becomes unserviceable [i.e. not repairable], as determined by **Tire Mart™**, due to cuts, non-repairable punctures or impact damage. In such cases, tires will be replaced with the same type of new tire (if available) or, a comparable new tire of the same basic construction, as selected by **Tire Mart™**, if the same type of new tire is not available.

2. Road Hazard damages which result in tread-face injuries that are repairable.

Tire Mart™ will repair such tires in accordance with established RMA (Rubber Manufacturers Association) standards at no charge to the customer.

Tires which qualify for the Road Hazard Plan will be replaced with a comparable new tire within the first 30 days of purchase at no charge, excluding balancing. After the first 30 days, from the purchase date, any tire which fails due to road hazard damage and is not repairable, in our opinion, will be replaced with a comparable new tire.

The replacement cost for the tire will be on a pro-rated basis and will be accompanied by other Costs. These Costs include:

- installation and balancing costs associated with the replacement tire
- the tire recycling fee accompanying the replacement tire
- the purchase of RHP coverage for the replacement tire at prevailing rates (optional)
- all applicable taxes

This Program is valid for sixty (60) months from the date of purchase or when the tire reaches 2/32 of an inch or less in remaining tread depth regardless of age. When a tire has 2/32 of an inch or less in tread depth, it is considered worn out.

This Program provides credit based upon remaining usable tread at the time of failure due to road hazard. "Usable Tread" is defined as the original tread depth of a tire less 2/32 of an inch (tread wear indicators). Credit is determined by multiplying the ratio of useable remaining tread to original useable tread by the current price of the tire.

EXAMPLE to illustrate Pro-Rated calculation: Assume the everyday regular selling price of the replacement tire at the time of replacement is \$100.00. If the tire that suffered Damage had an original 10/32" of tread (i.e. 8/32" would be usable tread as 2/32" of every tire is considered not usable) and, at the time of inspection, it is determined by Tire Mart™ to have 4/32" of usable tread remaining (i.e. 50% of the original usable tread), the replacement tire would cost \$100.00 multiplied by 50% or in other words \$50.00 plus the Costs.

What is NOT covered under the Program?

Tires which had been recapped, or retreaded, or regrooved.

Tires damaged in any way by vandalism, such as slashing or puncturing.

Tire claims by car owners other than the original owner/purchaser of the tire.

Tires used in racing or other competitive events.

Tires which have been improperly repaired or modified, as determined by **Tire Mart™**.

Tires which have been made unserviceable because of mechanical irregularities such as misalignment, defective brakes, defective shock absorbers, or improper rims.

Tires damaged by road collisions, fire, chemical corrosion, vandalism, wrecks, chains, theft, run while flat, under-inflated, over-inflated or abused during servicing.

Loss of time, inconvenience, loss of use of vehicle or consequential damage.

Shipping costs (if applicable) to and from **Tire Mart™**. These must be paid by the customer.

Legal Rights, Conditions and Exclusions

Tires replaced under this Program become the exclusive property of **Tire Mart™**.

Maximum coverage provided for tire replacement on this policy is amount per item as stated on invoice.

Tire Mart™ DISCLAIMS ANY LIABILITY FOR ALL DAMAGES, LOSSES, LIABILITIES, COSTS (INCLUDING LEGAL FEES AND DISBURSEMENTS ON A SOLICITOR AND HIS OWN CLIENT FULL INDEMNITY BASIS) AND EXPENSES ASSOCIATED IN ANY MANNER WITH THIS PLAN TO THE EXTENT PERMITTED BY LAW.