



PLAN #
Issued To: YOUR NAME(S)

VEHICLE IDENTIFICATION NUMBER: 17-DIGIT VIN

Your vehicle is covered by:

- ROAD HAZARD TIRE AND WHEEL - 7 YEAR
(Option Code: RHTW7 Form Num: RHTW515)

ROAD HAZARD TIRE AND WHEEL - 7 YEAR
EFFECTIVE: 02/14/2020
EXPIRES: 02/13/2027
SELLING DEALER: 69186 ZEIGLER CHRYSLER DODGE RAM

Key Terms

*Covered Vehicle or Vehicle - means the vehicle that has the above referenced vehicle identification number

*Dealer - means "authorized FCA US LLC franchise dealer", which includes dealers of the Chrysler, Dodge, Jeep, Ram, SRT, FIAT and ALFA ROMEO vehicle lines

*FCA US Vehicle - means "Chrysler, Dodge, Jeep, Ram, SRT, FIAT or ALFA ROMEO brand vehicles only"

*Plan - means this "ROAD HAZARD TIRE AND WHEEL - 7 YEAR Plan"

*we, us, our - means FCA Service Contracts LLC, formerly known as Chrysler Group Service Contracts LLC the entity obligated to perform the obligations of this contract. FCA Service Contracts LLC's contact information is PO Box 2700, Troy, MI 48007-2700; phone: 1-800-521-9922. FCA Service Contracts LLC is a wholly-owned subsidiary of FCA US LLC, formerly known as Chrysler Group LLC.

*you, your - means the Plan purchaser

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A SERVICE CONTRACT: This Plan is between you and us. This Plan is not part of the vehicle's factory warranty. We are solely responsible (liable) for fulfillment of the provisions of the Plan.

Obligations of the provider under the Plan are backed by the full faith credit of the provider.

This issuance of this Plan, unless otherwise prohibited by law, shall not be deemed as a waiver of our right, or considered a restriction of our right to refuse to pay for service and/or to cancel the Plan should it subsequently be discovered that the vehicle for which the Plan was purchased was not eligible for Plan coverage.

NOTE: Place this Plan in your glove compartment or other secure place in the Vehicle. While your Vehicle is covered by this Plan, your Vehicle also may be covered by the manufacturer's warranty. For manufacturer's warranty coverage details, please refer to your warranty information booklet. THIS PLAN DOES NOT COVER ANY REPAIRS OR SERVICES WHICH ARE COVERED BY THE MANUFACTURER'S WARRANTY.

ELIGIBLE VEHICLES: Current model year and up to 10 model years prior for vehicles with no more than 100,000 miles are eligible for this plan. Excludes all Fleet and Commercial use vehicles.

NOT ELIGIBLE: The following are **not** eligible for **any** Vehicle Protection Plan: Vehicles registered outside of the United States, Guam and Puerto Rico; motor homes; taxis (including vehicles used to transport passengers in return for payment, i.e. Uber, Lyft); vehicles converted from two to four-wheel drive; vehicles altered or converted from the original manufacturer's specifications; severe off-road use; vehicles not used in accordance with manufacturer's specifications for payload and/or towing capacity; vehicles with a gross weight (G.V.W.) of over 14,000 pounds; vehicles equipped with NorthStar engines; vehicles where the manufacturer warranty has been voided or restricted by the manufacturer; vehicles that have been declared to be a total loss by any insurance company, are rebuilt after being declared a total loss, or are issued a title indicating that the vehicle is designated as 'salvage', 'junk', 'rebuilt' or words of similar impact.

The following are **not** eligible for **this** Vehicle Protection Plan: Limousines; emergency vehicles (ambulance, fire, police pursuit; police patrol); vehicles used for security patrol; right-hand drive vehicles; vehicles used for postal service; vehicles used for dump truck; vehicles used for tow service (i.e. tow truck); vehicles equipped with a diesel engine (except vehicles manufactured by FCA US LLC, Ford Motor Company, General Motors and Volkswagen); vehicles that operate on other than gasoline or diesel fuel systems (i.e. natural gas, electric); vehicles equipped with engines greater than 8 cylinders; vehicles used for commercial use*; ALL cab and chassis vehicles; vehicles ordered with box delete option or where the box has been removed; vehicles with dual rear wheels. The following vehicles are excluded and not covered under the tire and wheel replacement coverage: fleet and commercial vehicles.

*Commercial use includes but not limited to: Delivery, service or repair work, landscaping and grounds maintenance, shuttle service, snow removal.

NOTE: If for any reason, your vehicle is **not** eligible for **this** plan, contact your selling dealer for other plans that your vehicle may be eligible for.

WHEN PLAN COVERAGE STARTS AND ENDS: Plan coverage starts on the date you purchase the Plan.

Plan coverage expires on 02/13/2027.

PLAN COVERAGE EXPIRES 7 YEARS FROM THE DATE YOU PURCHASE THE PLAN. Additionally, the benefits for tire repair or replacement expire the earlier of (a) when the service contract term ends, (b) when total claims expense totals \$7,500, or (c) when the damaged tire's tread depth wears below 2/32 of an inch (4/32 of an inch for trucks/sport utility vehicles).

ROADSIDE ASSISTANCE*

NOTE: YOU MUST CALL 888-517-4500 FOR THIS SERVICE.

The Plan provides assistance due to a disablement caused by any mechanical failure and in addition, the Plan provides coverage for such items as towing to the nearest Dealer or authorized repair facility, flat tire change (with your good spare), battery jump, out of gas delivery (maximum 2 gallons), lockout service i.e. keys locked in car or frozen lock, to a maximum of \$100, per occurrence. Any expense beyond \$100 is your responsibility at the time and site of service. Towing assistance will be dispatched only for mechanical disablements which renders the vehicle inoperative. (See exclusions under "THE PLAN WILL NOT COVER.")

This service is provided to you as part of your Plan to minimize any unforeseen vehicle operation inconvenience and is available 24 hours per day, 365 days per year.

HOW TO USE ROADSIDE ASSISTANCE*: All required towing, roadside assistance, lockout, and other roadside assistance services described previously **MUST BE ARRANGED AT TIME OF OCCURRENCE** through Roadside Assistance by calling **888-517-4500**. You should be prepared to provide the representative with your name, your Plan number, vehicle license plate number, your location including the phone number you are calling from and a brief description of the problem.

In some cases, Roadside Assistance may authorize you or your Dealer to arrange for local service and will provide a reference number to do so. Your Plan will in these instances provide reimbursement of up to \$100 maximum per Roadside Assistance incident, provided that the claim contains: (A) A valid original receipt of payment from the tow/repair facility for the services rendered (Claims which contain other than original receipts may be denied.); (B) The Roadside Assistance reference number; and (C) Your valid Plan number. All Roadside Assistance claims that meet requirements should be mailed or faxed to:

Roadside Assistance

P.O. Box 9145
Medford, MA 02155
Attn: Claims Department
888-517-4500
FAX: 1-781-658-2691

ROADSIDE ASSISTANCE WILL NOT COVER SERVICES WHICH ARE SOLICITED WITHOUT FIRST CONTACTING ROADSIDE ASSISTANCE FOR PRIOR AUTHORIZATION.

*All Roadside Assistance services are provided through Cross Country Motor Club, Inc., Medford, MA 02155, except in Alaska, California, Hawaii, Oregon, Wisconsin and Wyoming where services are provided through Cross Country Motor Club of California, Inc., Thousand Oaks, CA 91360. Both collectively referred to as "CCMC". Phone number: 888-517-4500. CCMC acts as a dispatcher of referral service to independent contractors that provide the roadside assistance service. Accordingly, CCMC assumes no responsibility for the acts, errors, omissions, negligence, misconduct of such persons and/or entities. All persons availing themselves of the benefits of Roadside Assistance are to look solely to such persons and/or entities for liability arising in connection therewith, and not to CCMC.

ROAD HAZARD TIRE AND WHEEL PROTECTION*: Road Hazard Tire and Wheel Protection expires when the Plan expires. Additionally, the benefits for tire repair or replacement expire the earlier of (a) when the service contract term ends; (b) when total claims expense totals \$7,500; or (c) when the damaged tire's tread depth wears below 2/32 of an inch (4/32 of an inch for trucks/sport utility vehicles).

COVERAGE UNDER THE ROAD HAZARD TIRE AND WHEEL PROTECTION PLAN:

WE RESERVE THE RIGHT TO INSPECT DAMAGED TIRES, WHEELS AND/OR TIRE PRESSURE MONITORING SENSORS IN AN ATTEMPT TO DETERMINE THE CAUSE OF DAMAGE.

When damage is caused to your tires and/or wheels due to a road hazard condition, that causes the tire or wheel to fail to hold air or can no longer be properly balanced, the following coverage is available.

- The Plan covers the repair of the tire or full replacement of flat tire if repair is not possible;
- Reimbursement to repair bent wheel damage is covered, and/or the cost to replace the wheel is covered provided the damaged wheel fails to seal with the tire or it cannot be properly balanced;
- The Plan will pay the total cost associated with the repair or replacement of tires and/or wheels plus labor charges consisting of mounting, balancing, valve stems, and taxes to correct the tire and/or wheel damage caused by a road hazard condition;
- Like tires/wheels are used to replace the damaged tire/wheel using the current market value of the replaced tire/wheel;
- A road hazard condition is considered to be unavoidable deformities or cracks caused by unexpected materials found in normally traveled roadways such as chuckholes, potholes, jagged metal, curb or glass;
- In the event an exact tire and/or wheel is not readily available from the manufacturer, we reserve the right to replace selective tires and/or wheels with "like new" reconditioned tires and/or wheels or equivalent in cash;
- Electronic tire pressure sensors damaged as a direct result of the road hazard.

LIMITS OF LIABILITY: The total of all TIRE AND WHEEL BENEFITS payable under this Plan will never exceed \$7,500. Liability shall be limited to the reasonable price for repair or replacement of any covered part, not to exceed the manufacturer's suggested retail price. The "reasonable price" for repair or replacement is based upon nationally recognized flat rate and/or factory manuals. Replacement may be made with parts of like kind and quality, when available.

NOTE: COSMETIC SURFACE SCRAPES, CHIPS OR SCRATCHES TO THE WHEEL THAT DO NOT IMPACT THE ABILITY OF THE WHEEL TO BE PROPERLY BALANCED OR TO HOLD AIR ARE NOT COVERED.

Eligible Tires and Wheels

- All eligible tires and wheels must meet the approved manufacturer's specification guidelines;

- All vehicle tires with a minimum of 2/32" tread depth (4/32 of an inch for trucks/sport utility vehicles) including replacement tires, during the term of the Plan;
- All vehicle wheels where the associated tire's remaining tread depth is 2/32" or greater or (4/32 or greater of an inch for trucks/sport utility vehicles);
- The program is intended to replace only the tire and/or wheel that is/are damaged. In the event the plan holder for any reason seeks to "Match" other tires on the vehicle, the remaining non-damaged tires that are replaced will be at the owner's expense.

HOW TO USE ROAD HAZARD TIRE AND WHEEL PROTECTION: All required tire replacement and wheel replacement services described previously can be provided by your selling dealer. To obtain service under this Plan, you should return and present this contract to the Dealer who sold you the Plan. In the event you cannot return the Vehicle to the selling Dealer for service, you may request service from any Dealer within the United States, Canada, Guam, Puerto Rico or Mexico.

In an emergency situation where you cannot request service from an authorized Dealer, you may proceed with repairs and submit a claim to our office. Your service contract will in these instances provide reimbursement of up to the authorized amount, provided that the claim contains: (A) A valid original receipt of payment from the repair facility for the services rendered (Claims which contain other than original receipts may be denied.); and (B) Your valid Service Contract number. Road Hazard Tire and Wheel Protection claims that meet requirements should be sent to:

Road Hazard Tire and Wheel Protection
PO Box 2700
Troy, MI 48007-2700
Attn: Claims Department
1-800-521-9922

GOVERNING LAW: Except where prohibited by law, this contract will be governed by Michigan law.

THE PLAN WILL NOT COVER, OR APPLY TO LOSS OR EXPENSE RESULTING FROM:

- Repairs or replacement of a tire and/or wheel replacement covered by the manufacturer's limited warranty or recall policies;
- Repair or replacement of any covered component when it has been determined that the condition existed prior to purchasing the Plan;
- Plan benefits where the Vehicle odometer reading has been stopped or altered and/or the Vehicle's actual mileage cannot be readily determined;
- Maintenance services specified in the owner's manual and the parts (such as wheel studs/Lug nuts/camber kits) used in connection with services such as wheel alignment, wheel rotation, and wheel balancing;
- Reimbursement of services/benefits that exceed the total number of services/allowance included in Plan Coverage;
- Plan benefits necessary as a result of (a) failure to properly care for or maintain the Vehicle; (b) fire, accident, abuse, vandalism, negligence, Acts of Terrorism or Act of God including but not limited to the Vehicle rendered inoperable due to snow, ice or flood; (c) failure to properly operate the Vehicle; (d) Vehicles that have been used or are being used for competitive speed events such as races or acceleration trials; (e) pulling a trailer that exceeds the rated capacity of the Vehicle or failure to adhere to the requirements for vehicles used to pull a trailer as outlined in the owner manual supplied by the manufacturer; (f) tampering with the emission system or with any parts that could affect that system; (g) use of dirty fluids, or fuels, refrigerants or other fluids which are not recommended by the manufacturer; (h) failure due to fluid contamination or sludge; (i) modifications not approved or recommended by the manufacturer; (j) overloading rated payload capacity of the Vehicle; (k) damage incurred by off-road usage; (l) rust, salt, corrosion, overheating, water intrusions/leaks, acid rain, chemicals, tree sap, hail, flood, lightning, fire, windstorm, earthquakes or other environmental causes or acts of nature;
- Towing or Roadside Assistance relating to snow tire/snow chain changeover, repair to wheel studs and/or lugs;
- Repairs required as a result of use of other than the Vehicle manufacturer's parts during the term of the Plan, unless authorized by us;
- Repairs to a covered component caused by the failure of a non-covered component and/or an aftermarket installation not performed by a Dealer, or any outside installation of "salvage or junk" components in conjunction with an insurance or damage claim. All part installations to satisfy such claims must be with new or factory authorized remanufactured components and parts;
- Bodily injury or property damage arising or allegedly arising out of a defect in the design, manufacture, materials or workmanship of a covered component;

- Any fines, fees or taxes which are associated with impound towing as a result of actual or alleged violation of any laws or regulations;
- Plan benefits to Vehicles operated outside of the United States, Canada, Guam, Puerto Rico and Mexico;
- Plan benefits to Vehicles registered outside of the United States, Guam and Puerto Rico;
- Willful or intentional tire and/or wheel damage done by the Plan holder;
- Wheel damage due to lack of maintenance, collisions, normal wear and tear, cosmetic blemishes, loss of color or shine, corrosion and scratches;
- Cosmetic surface scrapes, chips or scratches to the wheel that do not impact the ability of the wheel to be properly balanced or to hold air;
- Non damaged tires or wheels that are required as a result of wear beyond the vehicle manufacturers drivetrain specifications;
- Tire and/or wheel damage or towing resulting from intentional Vehicle off-road use (off-road use is defined as driving a Vehicle on unmarked roads).
- Tire and/or wheel damages covered by the collision or comprehensive section of the Plan holder's automobile insurance policy;
- Damage to a tire pressure monitoring device that is not a result of a road hazard;
- Any economic loss of any kind, including but not limited to rental car expenses, consequential damages, incidental damages, or other losses that relate in any manner to your use or loss of use of the Covered Vehicle.

CANCELLATION AND TRANSFER POLICIES: During the term of the Plan, you have the option to:

- **CANCEL** the remaining Plan coverage and receive a full or pro-rata refund or;
- **AUTHORIZE TRANSFER** of the remaining Plan coverage to the 1st subsequent owner.

Note: Refer to the cancellation/transfer policy section below for details.

CANCELLATION POLICY: If you are the original purchaser of the Plan, and coverage under the Plan has not expired or been terminated, you may cancel if you have not authorized transfer of Plan coverage to a new owner. *To cancel the Plan you may take your Plan to any Dealer.* The Dealer will contact us to request termination of your contract.

If your Vehicle is repossessed or rendered a total loss and your Plan was financed with your vehicle, your rights under this Plan transfer to the lienholder. The lienholder is then responsible for requesting termination of the Plan through the Dealer where the Plan was purchased. If the Plan was not financed, any refund due will be paid to you by check in your name from Us.

If there is no Dealer in your area, mail your cancellation request along with your Plan Provisions, proof of payoff and current mileage on the Vehicle to:

Vehicle Protection
Cancellation Department
P.O. Box 2700
Troy, MI 48007-2700

Please specify the Option Code(s) you wish to cancel. Option codes can be found on the first page of this document below Option Description.

On cancellation requests received* within the first 60 days from the original purchase date of the Plan, you will be refunded the full amount you paid for the Plan, provided no claims have been paid against the Plan. In the event claims have been paid, or requests received* after 60 days, your refund will be based on the full amount you paid for the Plan, less a pro-rata adjustment for time or mileage used, whichever is greater, less a cancellation fee as indicated below.

We reserve the right to cancel the Plan after issuance should it be discovered that: (a) the Vehicle is ineligible or has been modified/alterd to make it ineligible after Plan coverage has been in effect; (b) failure of the customer to maintain the Vehicle as prescribed by the manufacturer; (c) the odometer has been tampered with or has not been repaired by the customer, (d) non-payment of premium or (e) the Vehicle is registered outside of the United States, Guam, and Puerto Rico. Your refund will be based on the full amount you paid for the Plan, less a pro-rata adjustment for the time or mileage used, whichever is greater, less claims paid.

***Requests Received - The cancellation refund will be based on the date we receive written notification of the cancellation request.**

A cancellation refund check will be made payable and issued to you if no lien exists. Whenever a lien exists, the cancellation refund check will be made payable and issued to the lienholder.

CANCELLATION FEES	
(Applies to the state where the Plan was purchased)	
<u>STATE</u>	<u>AMOUNT</u>
Alabama	\$25 Administration Fee.
California	\$25 or 10% of the Contract Cost, whichever is less.
Hawaii	\$50 Administration Fee.
Illinois	\$50 or 10% of the Contract Cost, whichever is less.
New Hampshire	None.
New York	\$50 Administration Fee.
North Carolina	\$50 or 10% of the pro-rata refund amount, whichever is less.
Georgia	10% of the unearned pro-rata premium - no Administration Fee.
Oklahoma	10% of the unearned pro-rata premium not to exceed \$75. If we cancel, 100% of the unearned pro-rata premium will be refunded.
All others	\$75 Administration Fee.

TRANSFER POLICY: The original purchaser may authorize transfer of coverage, provided the Plan has not been canceled. Remaining Plan coverage may be transferred to the first subsequent purchaser of the vehicle AT TIME OF VEHICLE SALE ONLY. Thereafter, the Plan is non-transferable and non-cancelable.

To transfer this service contract, complete the transfer form. Be sure to include your signature. This means you are authorizing transfer of Plan coverage to the new owner. Transfer requests will not be processed: (a) without the signature of the owner for whom these Plan Provisions were originally issued; or (b) if received after 60 days from the date of vehicle ownership change.

You may take your Plan with the completed transfer form and transfer fee, if applicable, to a Dealer to process the Plan transfer or mail to:

**Vehicle Protection
Transfer Department
P.O. Box 2700
Troy, MI 48007-2700**

The transfer fee is as follows:

TRANSFER FEES	
(Applies to the state where the Plan was purchased)	
<u>STATE</u>	<u>AMOUNT</u>
New Hampshire	None
Puerto Rico	None
All others	\$50

- Any Plan financed on the Vehicle Protection Payment Plan is **NOT** transferable until the Plan is paid in full.
- Upon acceptance by us, you will be mailed a new set of plan provisions in your name confirming your transfer request.