

REGISTRATION

Customer

First [ ] Last [ ]

Subscription ID [ ] Employer Group [ ]

Email [ ] Phone [ ]

Street [ ] City [ ] State [ ] ZIP [ ]

Vehicle

Year [ ] Make [ ] Model [ ] Odometer [ ]

VIN [ ]

Seller

Name [ ] Phone [ ]

Street [ ] City [ ] State [ ] ZIP [ ]

SERVICE CONTRACT INFORMATION

Coverage Tier [ ] Deductible [ ]

Term [ ] Term Limit [ ]

Contract Start Date [ ] Contract Payment Date [ ]

Your Monthly Payment of [ ] is due on the [ ] of each month\*.

*\*Your eligibility to renew this **Contract** will be subject to change with an annual odometer reading done through the Uproar.car mobile app. You may cancel this **Contract** by contacting Uproar.car and You will be prorated any applicable refund.*

Your Responsibilities

***In order to keep this Service Contract valid, You must maintain Your tires as recommended by the Manufacturer. This includes maintaining the proper air pressure as recommended on your vehicle placard, and rotating your tires every 6,000 to 8,000 miles. It is Your responsibility to replace any tires when they reach 3/32" tread depth, as this Contract will not provide coverage for tires with a tread depth of 3/32" or less.***

## CERTIFICATION

***I have read the terms of this Service Contract.***

**Customer Initials & Date**

*By Initialing above, I hereby declare that I have fully read the terms of this **Service Contract** including the following sections: "Registration", "**Service Contract Information**", "Certification", "Key Terms", "Your Responsibilities", "How this **Tire & Wheel Road Hazard Service Contract Protects You**", "How to Make a Claim", Coverage Plan Details, "General Contract Exclusions", "Cancellation Provision", "Arbitration Agreement", "Limit of Liability", and "State Changes", and I understand and accept all the provisions therein. There have been no other oral or written agreements or representations made other than those expressly contained in this **Service Contract**. Purchase of this **Service Contract** is optional, and not required to obtain financing. This is a **Service Contract**, not a Warranty. This **Contract** is not an insurance contract. Some of the benefits received under this Contract may duplicate express or implied Warranties that may accompany the purchase of **Your Vehicle**. Replacement will be made with a part that is of a like, kind and quality (i.e. new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of **Your Vehicle**.*

***I have activated my vehicle, received, read, and understand all disclosures in this Contract.***

**Customer Signature & Date**

## KEY TERMS

This **Service Contract** contains several words that have particular meaning and are so important that they are printed in **Bold** type in the **Service Contract**.

1. **Your Vehicle/Covered Vehicle** means the vehicle described in the Registration Section signed by **You**.
2. **Service Contract** or **Contract** means this Limited **Service Contract**.
3. **Obligor** means the Provider and party responsible to You for benefits under this Contract.
4. **Seller** means the entity that **You** purchased **Your Service Contract** from.
5. **We, Us, or Our** refers to the **Obligor** and Provider of this **Service Contract**.
6. **You, Your, Yourself and I** refers to the **Contract** holder which is identified as the CUSTOMER in the Registration Section.
7. The **Administrator** and **Claims Administrator** of this **Service Contract** is ForeSight Services Group, Inc., 2250 Bush Drive, McKinney, TX 75070, 877-681-6633.
8. **Registration Section** means the document that must be attached to and forms a part of this **Contract**. It contains important information regarding **Your Contract**.
9. **Contract Start Date** means the date which all benefits outlined in this **Contract** begin.
10. **Contract Payment Date** means the date which payment occurs.
11. **Term** refers to the length of time covered by this **Contract**, as shown in the Registration Section. Provided the **Monthly Payment** is received by the same day of the month as the **Contract Start Date**, this **Contract** will continue for the original customer and **Vehicle** shown in the Registration Section up to a maximum of 36 months from the **Contract Start Date**, unless canceled in writing by **You** or **Us**.
12. **Monthly Payment** means the amount shown in the Registration Section that **You** will be charged each month. **You** will be charged on the same day of the month as the **Contract Start Date**.
13. **Grace Period** means that if your **Monthly Payment** is paid in full within 5 days of the due date, coverage will continue.
14. **Damage** means a tire or wheel that has incurred physical harm due to **Road Hazard** in such a way as to impair its normal function. For tires, this means that the tire cannot hold air. For wheels, this means that it is out-of-round or is unable to seal with the tire.
15. **Road Hazard** means debris on the road surface (rock, nail, glass, wood or tree limb/branch), road surface conditions (potholes, cracks or breaks), or curb (only applicable to Great Tire and Wheel Protection).
16. **Cost** means the usual and fair charges to replace a covered part. The maximum **We** will pay for a covered part will not exceed the manufacturer's suggested retail list price. Replacement may be made with a part, which is of a like kind and quality compatible with the original design specifications of **Your Vehicle**, including used, aftermarket or remanufactured parts. **We** will pay for labor to perform repairs or replacements subject to established industry time and labor guides published in a commonly available and current national flat rate manual.
17. **Light Commercial Vehicle** means any car, truck or van used for the purpose of sales or route service, inspections or examinations, maintenance or repair, construction, gardening, carrying tools to a job site, and vehicles used to provide shuttle services for non-profit organizations. Note: Vehicle eligibility is subject to specific underwriting guidelines.
18. **Warranty** means any other protection for **Your Vehicle** or its parts from the manufacturer or any other source.

## YOUR RESPONSIBILITIES

1. In order to keep this Service Contract valid, You must maintain Your tires as recommended by the Manufacturer. This includes maintaining the proper air pressure as recommended on your vehicle placard, and rotating your tires every 6,000 to 8,000 miles. It is Your responsibility to replace any tires when they reach 3/32" tread depth, as this Contract will not provide coverage for tires with a tread depth of 3/32" or less.
2. You will be required under this Service Contract to authorize the repair facility to perform any diagnosis necessary to determine the cause of Damage and Cost to replace. You will be responsible for all incurred expenses if the Damage is not covered by this Contract.
3. Should any payment be made by virtue of this Service Contract for any replacement for which the manufacturer or distributor now or subsequently provides remuneration or recovery, then the Contract holder assigns to the Administrator all rights to such remuneration or recovery not to exceed the amount of the benefit(s) provided under this Contract.

## HOW THIS TIRE AND WHEEL ROAD HAZARD SERVICE CONTRACT PROTECTS YOU

The **Obligor**, in return for payment of the applicable charge, agrees to repair or replace, or arrange for the payment of the **Cost** to repair or replace the covered parts of **Your Vehicle** when during the **Term** of this **Contract**. **Replacement of any part may be made with like kind and quality, serviceable used or remanufactured parts.** The **Obligor's** maximum limit of liability will be the maximum benefit allowable in a given term.

## HOW TO MAKE A CLAIM

### CONTACT CLAIMS ADMINISTRATOR AT (877) 681-6663

1. All requests for tire and/or wheel repair or replacement must be filed with the **Administrator**, and receive **Administrator** authorization for repair or replacement. No claims will be paid without prior authorization.
2. **You** must authorize a licensed repair facility to perform any diagnosis or removal necessary to determine the cause of **Damage** and repair or replacement **Cost**. **You** are responsible for all incurred expenses if it is determined that the **Damage** is not covered by this **Contract**.
3. **You** must ensure that the repair facility contacts the **Claims Administrator** at 877-681-6633 when the cause of **Damage** and repair or replacement **Cost** are determined. The **Claims Administrator** reserves the right to inspect all damaged tires and/or wheels upon request. Approved repairs or replacements must be completed and request for payment submitted to Administrator within thirty (30) days of claim approval date and prior to **Contract** expiration date.
4. DO NOT AUTHORIZE REPAIRS OR REPLACEMENTS UNTIL THE **CLAIMS ADMINISTRATOR** VERIFIES THAT THE **DAMAGE** IS COVERED BY THIS **CONTRACT** AND ISSUES AN APPROVAL NUMBER TO THE REPAIR FACILITY OR **YOUR** CLAIM WILL BE DENIED.
5. It is **Your** responsibility to pay any expenses that are not covered by this **Contract**.

**Emergency Repairs:** If **You** come in contact with a **Road Hazard** outside **Our** normal business hours (Monday - Friday, 8 am to 5 pm Central Time, and Saturday, 10 am to 2 pm Central Time) **You** may, at **Your** own discretion, authorize the necessary emergency repair or replacement, subject to the following conditions:

- A. Emergency repairs or replacements can only be performed on **Your Vehicle** when **You** cannot obtain approval from the **Claims Administrator** because the **Damage** occurred outside **Our** normal business hours.
- B. **You** must call and leave a voice message at 877-681-6633, providing us with details of the **Damage** and repair or replacement, and you will be contacted the next business day. Mail-in claims for emergency repairs or replacements will not be accepted. **Note: If the Claims Administrator re-opens before the repair or replacement is completed, You must immediately contact the Claims Administrator for instructions before continuing with the repair or replacement.**
- C. Repair or Replacements must be performed by a licensed repair facility.
- D. **You** must provide the **Claims Administrator** with a paid receipt.
- E. **You** must save all parts that were replaced and provide them to the **Claims Administrator**, if requested.

**Failure to comply with the above procedures will result in a denial of coverage.**

## GOOD TIRE AND WHEEL ROAD HAZARD PROTECTION PLAN COVERAGE

If **You** purchased the **GOOD TIRE AND WHEEL ROAD HAZARD PROTECTION** as shown in the Registration Section, covered parts are:

**ELIGIBLE TIRES AND WHEELS:** If the tires or wheels on the **Vehicle** identified on the **Registration Page** incur damage from a **Road Hazard** (curb damage not covered), we will pay you, per occurrence, a maximum of \$35 for each tire repaired and a maximum of \$35 for each wheel repaired. If not repairable, we will pay you, per occurrence, a maximum of \$300 for each tire replaced and a maximum of \$800 for each wheel replaced. This coverage includes mounting, valve stems, balancing, taxes and customary labor charges. **You** are eligible for a maximum of 4 tire replacements and 4 wheel replacements over the 36 months that this **Contract** is eligible for renewal.

**ANY TIRE WITH A TREAD DEPTH OF 3/32" OR LESS IS NOT COVERED.**

## GREAT TIRE AND WHEEL PROTECTION PLAN COVERAGE

If You purchased the **GREAT TIRE AND WHEEL PROTECTION** as shown in the Registration Section, covered parts are:

**ELIGIBLE TIRES AND WHEELS:** If the tires or wheels on the **Vehicle** identified on the **Registration Page** incur damage from a **Road Hazard**, **We** will pay **You**, per occurrence, a maximum of \$35 for each tire repaired and a maximum of \$100 for each wheel repaired. If not repairable, **We** will pay **You**, per occurrence, a maximum of \$300 for each tire replaced and a maximum of \$800 for each wheel replaced. This coverage includes mounting, valve stems, balancing, taxes and customary labor charges. **You** are eligible for a maximum of 4 tire replacements and 4 wheel replacements over the 36 months that this **Contract** is eligible for renewal.

**COSMETIC COVERAGE:** For any factory alloy wheels that have incurred minor cosmetic scuffs and scratches, and that are repairable by industry reconditioning methods, **We** will pay **You** up to \$100 per wheel repair. Coverage is limited to one repair per wheel, 2 wheels per claim, and not to exceed 4 repairs over the 36 months that this **Contract** is eligible for renewal. The **Administrators** attempt to repair fulfills all obligations under this **Contract**.

**ANY TIRE WITH A TREAD DEPTH OF 3/32" OR LESS IS NOT COVERED.**

## GENERAL CONTRACT EXCLUSIONS

This Service Contract does not cover the following listed parts, services, conditions or events:

1. Any tire or wheel covered by Your Vehicle or tire manufacturer's original Factory Warranty.
2. Any part not specifically listed for coverage in the Coverage Plan Sections.
3. Any replacement of a covered part that has not been pre-authorized by the Claims Administrator.
4. Any loss caused by the failure of any other part of Your Vehicle that is not included for coverage in this Contract, regardless if the resulting damage is to a covered part.
5. Liability for damage to property or injury to or death of any person arising from the operation, maintenance or use of Your Vehicle, whether or not related to the parts covered by the Contract.
6. Any loss caused by collision or near-collision, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, lightning, contamination, rust, corrosion, freezing, smoke, acts of God or any cause whatsoever except as provided in the Contract.
7. Any loss that should be covered by a manufacturer's Warranty, repairer's guarantee, or any recall issued by a manufacturer which addresses the Contract holder's complaint. Tires or wheels covered by any other Warranty are not covered by this Contract until expiration of the manufacturer, supplier, or other Warranty. Any loss from an improper previous repair is not covered. The Service Contract does not guarantee the performance of any repair facility or technician.
8. Repair or replacement and/or any loss caused by, or related to, any mechanical or vehicle alteration and/or modification not recommended by the manufacturer of Your Vehicle.
9. Incidental or consequential damages such as loss of use of Your Vehicle, inconvenience or commercial loss; (Note: Some states do not allow exclusion or limitation of incidental or consequential damages, so this limitation/exclusion may not apply to you.)
10. Any loss to Your Vehicle if used for competitive driving, racing, off-road use, hire to the public, rental, pool cars, or if Your Vehicle is equipped for or used as a snow plow or emergency vehicle. Vehicles used commercially for any purpose other than those defined under Light Commercial Use Vehicle are not covered, e.g., limousine, taxi or ride-sharing service, wrecker services, cable installation, farming or ranching, hauling, mining or forestry.
11. Any loss to Your Vehicle if used for towing a trailer or another vehicle or object unless properly equipped beforehand for this purpose as recommended by the manufacturer.
12. Any loss due to neglect, abuse or misuse of Your Vehicle, as well as any loss caused by fraudulent, dishonest, or illegal criminal act by You or Your family members, employees or agents, whether alone or in collusion with another.
13. Any replacement of a covered part which has not failed but which a repair facility recommends or requires be repaired or replaced. Any cost to modify, convert or retrofit original equipment, or any parts that have been updated by the manufacturer for the sole purpose of betterment is not covered.
14. Any tire that has a tread depth of 3/32" or less.
15. Any hubcaps, aftermarket, chrome, or painted wheels.
16. Any loss that occurs while Your Vehicle is being operated off of a paved public highway or street.
17. Any loss caused by chain damage, improper inflation pressure, misalignment or suspension problems, or use at a construction site.
18. Any loss where dry rot, cracking, peeling of tread or where the age or condition of the tire results in failure.
19. Tire pressure monitoring systems, shop supplies, environmental fees or disposal charges.
20. No benefit is provided for a condition which existed prior to the Service Contract Start Date. *(Pre-existing conditions are specifically excluded).*