

# Buick Tire & Wheel Protection

Vehicle Service Contract



## CUSTOMER INFORMATION

Last Name		First Name	Middle Initial
Street Address			Apt.
City	State	ZIP Code	Phone Number
Email			

## CO-BUYER INFORMATION

Last Name		First Name	Middle Initial
Street Address			
City	State	ZIP Code	Phone Number
Email			

## COVERED VEHICLE INFORMATION

Year	Make <b>Buick</b>	Model
Vehicle Identification Number (VIN)	Current Odometer Reading	Vehicle Purchase Price \$
<input type="checkbox"/> New	<input type="checkbox"/> CPO	<input type="checkbox"/> Pre-Owned

## DEALER INFORMATION

Name		Dealer Number	
Street Address			
City	State	ZIP Code	Phone Number

## LENDER/LESSOR INFORMATION

Name		
Street Address		
City	State	ZIP Code

## BUICK TIRE & WHEEL PROTECTION AGREEMENT INFORMATION

Agreement Term (in months)	Agreement Purchase Date
Agreement Retail Price \$	Agreement Expiration Date

## OPTIONAL TIRE & WHEEL PROTECTION PLUS (INCLUDES COSMETIC COVERAGE FOR WHEELS)

- Yes** If neither box is selected, Optional Tire & Wheel Protection Plus Coverage will apply. Not available as an individual protection option. Cosmetic Coverage is limited to eight (8) individual wheel repairs.
- No**

**THE PURCHASE OF THIS BUICK TIRE & WHEEL PROTECTION AGREEMENT IS OPTIONAL AND WILL NOT BE A FACTOR IN THE PURCHASE/LEASE PROCESS OR THE CREDIT APPROVAL PROCESS. NEITHER THE EXTENSION OF CREDIT, THE TERMS OF THE CREDIT, NOR THE TERMS OF THE RELATED MOTOR VEHICLE SALE OR LEASE MAY BE CONDITIONED UPON THE PURCHASE OF THIS AGREEMENT. THIS AGREEMENT IS NOT AN INSURANCE CONTRACT. THIS IS NOT AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE POLICY. SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGES.**

I (Customer), whose signature appears below, acknowledge that the information contained above is, to the best of my knowledge, true. I have read this Buick Tire & Wheel Protection Coverage Service Contract ("Agreement") in its entirety and I understand and agree to all of the provisions, terms, and conditions contained herein, including the exclusions, cancellation and transfer sections, which are available electronically at [addedprotection.info/3o7h6xj](http://addedprotection.info/3o7h6xj), by scanning the QR code, or in paper copy from the Dealer upon request. I agree to purchase this Agreement in exchange for payment of the Agreement Retail Price shown above. I understand that this Agreement has been issued in accordance with the information contained on this Registration Page. **THE TERMS AND CONDITIONS CONTAINED HEREIN ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATION OR STATEMENT SHOULD BE RELIED UPON BY YOU.**



Customer Signature	Date	Dealer Signature	Date
Co-Buyer Signature	Date		

**SAFE-GUARD PRODUCTS INTERNATIONAL, LLC** ("Administrator"/"Obligor") • Two Concourse Parkway, Suite 500, Atlanta, GA 30328 • 1-833-959-0104 • **In Florida the Administrator/Obligor is SAFE-GUARD WARRANTY CORPORATION, Florida License Number 60126, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 1-833-959-0104** • In Oklahoma, the Obligor is **Safe-Guard Warranty Corporation**, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 1-833-959-0104, Service Warranty Association License Number 506336130 • In Washington, the Obligor is **National Product Care Company**, 175 W. Jackson Blvd, Chicago, IL 60604, 1-833-959-0104

# Buick Tire & Wheel Protection Terms & Conditions

## 1. INTRODUCTION AND PARTIES

This Buick Tire & Wheel Protection service contract ("Agreement") is between the Customer (referred to herein as "Customer", "You" or "Your") listed on the Registration Page and the Administrator/Obligor: Safe-Guard Products International, LLC, Two Concourse Parkway, Suite 500, Atlanta, Georgia 30328, 1-833-959-0104 (referred to herein as "We", "Us", or "Our"). **For Administration and Claims Assistance, please call: 1-833-959-0104.**

## 2. DEFINITIONS

- A. Administrator, Obligor, We, Us, Our** mean Safe-Guard Products International, LLC Two Concourse Parkway, Suite 500, Atlanta, GA 30328. In Florida the Administrator/Obligor is Safe-Guard Warranty Corporation, Florida License Number 60126, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 1-833-959-0104.
- B. Agreement** means this Tire & Wheel Protection service contract entered into between You and Us and each of the coverages selected on the Registration Page.
- C. Agreement Purchase Date** means the date on which You purchased/leased the Covered Vehicle and also the date on which You purchased this Agreement.
- D. Agreement Term** means the time in months, as indicated on the Registration Page, during which the Covered Vehicle is covered by this Agreement.
- E. Cosmetic Damage** means damage to a wheel that does not affect the performance of the wheel or its ability to seal with the tire (i.e. nicks and scrapes) and can be repaired by sanding, painting or refinishing the wheel without the need to (i) apply an additive material to the wheel or (ii) bend or straighten the wheel, and is limited to factory wheel brushed or painted surfaces. You are entitled to Cosmetic Damage coverage if You selected the Optional Tire & Wheel Protection Plus Coverage on the Registration Page.
- F. Covered Vehicle** means the vehicle that is described on the Registration Page. Under this Agreement, the Covered Vehicle must be a Buick.
- G. Customer, You, Your** mean the individual shown on the Registration Page (the purchaser/lessee of the Covered Vehicle) or the individual to whom this Agreement was last transferred under the transfer provisions of this Agreement.
- H. Dealer** means the automotive dealership described on the Registration Page that sold/leased the Covered Vehicle and sold this Agreement to the Customer.
- I. Permitted Commercial Purpose** means a commercial purpose generally categorized as "professional." A Permitted Commercial Purpose is generally limited to using the Covered Vehicle for transportation to and from commercial work-related activities, including, but not limited to: vehicles used by a single driver for sales/services (e.g. real estate, cleaning services, home health/aide care services and gardening) or light duty services (e.g. electrician, carpenter and plumber).
- J. Pre-Existing Condition** means any condition, damage, or wear that, within all reasonable probability, existed in or on the Covered Vehicle prior to the Agreement Purchase Date.
- K. Prohibited Commercial Purpose** means a commercial purpose other than a Permitted Commercial Purpose. A Prohibited Commercial Purpose generally involves using the Covered Vehicle to perform commercial work-related functions, including, but not limited to: hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, livery, carrying passengers for hire (taxi, limousine, or shuttle services), ride share vehicles, towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, company pool use, or if the Covered Vehicle is both registered/titled in a company's name and may be used by multiple drivers.
- L. Registration Page** means the first page of this Agreement.
- M. Road Hazard** means a hazard that is encountered while driving on a publicly or privately maintained roadway, including, but not limited to, nails, glass, potholes, curbs, rocks, wood debris, metal parts, plastic, or composite scraps. Road conditions (such as uneven lanes or metal plates) found in construction zones or

construction sites are deemed not to be a Road Hazard. Damage or accidents caused by these conditions should be reported to Your automobile insurance company.

- N. Structural Damage** is defined as and is limited to the following conditions for tires: (i) the inner liner of the tire is punctured by a Road Hazard and will not hold air; (ii) damage to the inner liner of the tire caused by a Road Hazard that results in a bubble in the sidewall or tread of the tire; and/or (iii) damage to the exterior of the tire caused by a Road Hazard that results in the exposure or severing of the tire's cords or belts. Structural Damage is defined as and is limited to the following for wheels: Road Hazard damage affecting the performance of the wheel to the extent that the wheel fails to seal with the tire, or other condition caused by Road Hazard damage that prevents the wheel from maintaining the manufacturer's air pressure specifications.

## 3. GENERAL TERMS AND CONDITIONS

- A. Time of Purchase or Lease:** This Agreement is only valid if purchased at the time of purchase or lease of the Covered Vehicle.
- B. Agreement Term:** The term of the Agreement begins on the purchase date of the Agreement and expires at the end of the term indicated on the Registration Page, which shall not exceed eighty-four (84) months.
- C. Deductible:** There is no deductible associated with this Agreement.
- D. Payment Terms:** The Agreement Retail Price is due and payable at the time of purchase of the Agreement. Payment may also be incorporated into the Customer's Finance Agreement/Retail Installment Sale Contract/Lease Agreement.
- E. Salvage:** Upon the replacement of a covered part, Administrator shall have all rights of ownership to the damaged covered part (salvaged parts).

## 4. TIRE & WHEEL PROTECTION/TIRE & WHEEL PROTECTION PLUS COVERAGES

### A. STRUCTURAL DAMAGE

- i. Standard Coverage:** This Agreement will reimburse the Customer for the approved costs associated with the repair or replacement of a Structurally Damaged tire and/or wheel damaged as a result of operational or structural failure due to a defect in material or workmanship.
- ii. Additional Benefit Coverage:** In the event a tire or wheel attached to the Covered Vehicle suffers Structural Damage due to a covered Road Hazard, this Agreement will reimburse the Customer for the approved costs associated with the repair or replacement of the damaged tire and/or wheel subject to the following terms and conditions:
  - a.** If a tire and/or wheel suffers Structural Damage and can be repaired, Administrator will reimburse You for the approved costs associated with the repair including mounting, balancing, valve stems, and taxes.
  - b.** If a tire and/or wheel suffers Structural Damage and cannot be repaired, Administrator will reimburse You for (1) an approved replacement tire and/or wheel of like kind and quality, and which meets the manufacturer's specifications, including diameter measurement, at the average regional retail market rate and (2) the approved costs associated with the replacement including mounting, balancing, valve stems, environmental fees and taxes. **Replacement parts utilized in covered repairs will be OEM new or remanufactured parts, unless unavailable; in which case we may use parts of like kind and quality.**
  - c.** We will cover the replacement of tire pressure monitors if they are damaged by a Road Hazard. **This Agreement does not cover the replacement of air pressure monitors that are damaged while removing the tire or wheel from the Covered Vehicle.**
  - d.** We will reimburse You for towing costs necessitated by damage caused by a covered Road Hazard up to one hundred (\$100) dollars.
  - e.** Other than carbon fiber wheels and magnesium wheels, replacement or aftermarket tires and wheels that are the same diameter as the damaged tire and/or wheel will be covered for

# Buick Tire & Wheel Protection Terms & Conditions

the Agreement Term. Any replacement or aftermarket tires or wheels failing to meet the Covered Vehicle's manufacturer's specifications are excluded from coverage.

## B. OPTIONAL TIRE & WHEEL PROTECTION PLUS COVERAGE

If You selected the Optional Tire & Wheel Protection Plus Coverage on the Registration Page, You are also entitled to the following:

1. If an alloy or aluminum wheel suffers Cosmetic Damage that can be repaired by sanding, painting or refinishing the wheel without the need to (i) apply an additive material to the wheel or (ii) bend or straighten the wheel, We will authorize the repair of the Cosmetic Damage utilizing Our authorized wheel repair network. Administrator will determine the best repair process for the Cosmetic Damage.
2. The number of repairs for Cosmetic Damage is limited to a total of eight (8) individual wheel repairs during the Agreement Term.

## C. LIMITATIONS OF COVERAGES

1. **Tread Depth Requirement:** Covered Vehicle's tires must have a minimum of 3/32" tread depth at the lowest point on the tire at the time of damage.
2. **Owner Responsibilities:** Maintain air pressure at Covered Vehicle's tire manufacturer's recommended levels and perform all manufacturer recommended and preventative maintenance, including alignments, rotations and balancing. Check tires periodically for (1) tread depth less than 3/32", (2) improper wear and (3) dry rot. Failure to replace a tire with any of these conditions may void Your claim benefit.
3. **If You selected the Optional Tire & Wheel Protection Plus Coverage:**
  - a. The Cosmetic Damage coverage provided by this Agreement is limited to the repair of the damaged wheel and will not result in the re-manufacturing or replacement of the damaged wheel. Excessive cosmetic repairs to a wheel may result in Structural Damage. If the Structural Damage to the wheel is caused by excessive cosmetic repairs, Administrator will not cover the replacement of the damaged wheel.
  - b. **The number of repairs for Cosmetic Damage is limited to a total of eight (8) repairs during the Term of this Agreement.**
  - c. In the event that repair to a wheel under the Cosmetic Damage component of this Agreement requires the wheel to be painted, reasonable efforts will be made to match the original paint color. Replacement of a wheel will not be authorized solely because the paint used for a repair does not match the original paint color.
  - d. Chrome wheels, alloy wheels with chrome simulation, chrome-dipped wheels, fiberglass wheels, carbon fiber wheels, magnesium wheels, steel wheels, and powder coated wheels are not covered by the Cosmetic Damage portion of this Agreement.
4. **Companion Tire Limitation:** Although the manufacturer of the Covered Vehicle may recommend that if a certain tire is replaced, then the tire on the opposite side of the same axle should also be replaced (this tire is referred to as the "Companion Tire"), there is no coverage provided under this Agreement for the repair and/or replacement of a Companion Tire, unless it is Structurally Damaged due to a covered Road Hazard.

## D. NON-COVERED EXPENSES AND EXCLUSIONS

**Structural Damage not caused by a Road Hazard. Any and all fines. Snow tire or chain mounting or removal. Towing by unlicensed service stations or garages. Second tows. Rental/replacement vehicle charges. Vehicle storage charges. Service on vehicles in unsafe condition for service or towing. Service or towing on roads not regularly maintained. Tire/wheel accessories. Garage and/or shop supplies. Nitrogen filling for tires. Alignments or mechanical adjustments to the Covered Vehicle. Shipping associated with the damaged tire/wheel or replacement tire/wheel. Damage caused by theft or driving with**

**low or no tire pressure. Non-emergency repairs made without prior authorization. Any towing cost exceeding one hundred (\$100) dollars and/or not related to the repair/replacement of a tire/wheel damaged due to a covered Road Hazard. Tires with less than 3/32" tread depth at the lowest point on the tire. Damage due to sidewall damage, broken tire belts, operator error, abnormal wear, weather cracking, tread separation, dry rot or vandalism. After-market tires or wheels which do not meet the manufacturer's specifications and guidelines. Cosmetic Damage to tires. Cosmetic damage to wheels, unless You selected the Optional Tire & Wheel Protection Plus Coverage. Greater than eight (8) individual Cosmetic Damage wheel repairs. Repair or replacement of a Companion Tire, unless it is Structurally Damaged. Carbon fiber wheels. Magnesium wheels. Damage exacerbated by continued use of a damaged tire/wheel after initial occurrence of damage. Consequential and incidental damages. Recapped tires and racing tires. Damage caused by off-roading or occurring on unmaintained roads, beaches and open fields. Damage caused by racing on-road or off-road. Failures resulting from normal wear and tear. Damage occurring outside the United States, its territories, or Canada. Damage resulting from the Covered Vehicle's involvement in an accident or collision. Consequential damages. Damage caused by Acts of God, floods or fires. Damage caused by acts associated with terrorism. Damages caused by or occurring on roads not regularly maintained. Damage caused by off-roading or occurring on unmaintained roads, beaches and open fields. Damage due to the operation, use or maintenance of the Covered Vehicle during competition, racing, track use or other events. Damage to vehicles used for a Prohibited Commercial Purpose. Any damage covered by (1) Customer's primary insurance provider, (2) a manufacturer's or distributor's warranty or recall, or (3) the entity or organization responsible for maintaining the roadway. Administrator will not accept paid bills for reimbursement on unauthorized claims, authorized claims without a claim tracking number or claims not filed within thirty (30) days of the date the damage occurs.**

**This Agreement does not cover Pre-Existing Conditions.**

## E. CLAIM PROCEDURES

If a tire and/or wheel is damaged by a Road Hazard during the term of this Agreement, You must bring the Covered Vehicle to Dealer for inspection and service. Dealer will inspect the Covered Vehicle and provide the required information to Administrator. If Administrator determines the damage is covered by the Agreement, then Dealer will perform the repair/replacement in accordance with the section of this Agreement entitled, "Tire & Wheel Protection." If You are unable to return to Dealer, You must call Administrator at 1-833-959-0104 for a claim tracking number PRIOR to initiating a covered replacement. Administrator's business hours are Monday through Friday, 7:00 am – 8:00 pm EST and Saturday, 8:00 am – 5:00 pm EST. In the event the Administrator's office is closed and emergency repairs are necessary, You may initiate emergency repairs without securing Administrator's prior authorization. Repairs performed during non-business hours MUST be reported the following business day. You must submit written information and documentation concerning the repairs and/or replacements no later than thirty (30) days after the repair. Reimbursement of emergency repairs will be subject to all terms and conditions of this Agreement and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the Covered Vehicle was inoperable or unsafe to drive. Parts must be available for inspection when the Administrator's office reopens. The Administrator, at its sole discretion, has the right to inspect or require photographs of any tire/wheel prior to reimbursing You for any claim. Administrator has the right to require that the Covered Vehicle be present during inspection. In the event the damaged tire/wheel is not available for inspection, there will be no claim payable under this Agreement. For reimbursement of towing expenses or repairs performed by anyone other than Dealer, You must submit a copy of (1) this Agreement, (2) Your claim tracking number, and (3) invoice and receipts indicating repair/replacement and tread depth and/or a receipt for towing from a licensed towing company to Administrator via e-mail at [claims@Buickprotection.com](mailto:claims@Buickprotection.com) or mail at Two Concourse Parkway, Suite 500, Atlanta, GA 30328. Administrator has the right to reasonably request any other documents or information necessary to process the

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claim. Replacement parts may consist of non-original manufacturer's parts.

## 5. TRANSFER PROCEDURE

This Agreement is transferable to a subsequent owner or lessee of the Covered Vehicle when a private party purchases the Covered Vehicle directly from the Customer or assumes the Customer's lease agreement. This Agreement is not transferable to a subsequent owner or lessee if a dealership is a party to the resale or lease assumption. To transfer this Agreement, You must submit Your request in writing by providing all of the following documents to Administrator at Two Concourse Parkway, Suite 500, Atlanta, GA 30328 within thirty (30) days of the Covered Vehicle's resale or lease assumption: (i) a completed transfer form (may be obtained by contacting Administrator); (ii) a copy of the Registration Page; (iii) the document demonstrating the sale of the Covered Vehicle to or lease assumption by a private party; and (iv) a check for fifty (\$50) dollars made payable to Safe-Guard Products International, LLC. This Agreement is not transferable to another vehicle or to a dealership via sale or trade-in. A request to transfer the Agreement which complies with all of the requirements listed in this Section 9, Transfer Procedure, will result in the transfer of all coverages purchased under this Agreement.

## 6. CANCELLATION PROCEDURE

- A. You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Retail Price, less any claims paid. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund of the Agreement Retail Price based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a processing fee in the amount of fifty (\$50) dollars, unless otherwise required by applicable law (see Section 13, State-Specific Amendments).
- B. Any refund amount owed will be payable to the Customer or the Lender/Lessor, where applicable. A request to cancel this Agreement will result in the cancellation of all coverages purchased under this Agreement. If this Agreement was provided at no cost, the Customer is not entitled to a refund. To cancel this Agreement, please submit Your request in writing using a cancellation form, along with a copy of the Registration Page, to Dealer or Administrator. All cancellation requests must be made in writing, signed by the Customer, and received by the Administrator at Two Concourse Parkway, Suite 500, Atlanta, GA 30328. The effective date of such cancellation is the date such written notice is received by Administrator or Dealer. To obtain cancellation forms or to check the status of a cancellation, please contact Administrator or Dealer.
- C. We cannot cancel this Agreement except for material misrepresentation, fraud, non-payment of the Agreement Retail Price, or a substantial breach of Your contractual duties under this Agreement, in which case You will be notified by certified mail prior to the effective date of cancellation. Such notice will include the effective date of the cancellation and the reason for the cancellation. If We cancel this Agreement, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less any claims paid, unless otherwise required by applicable law (see Section 13, State-Specific Amendments).

## 7. ARBITRATION PROCEDURE

You agree that all individual claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with the Obligor, Administrator, or Dealer, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Administrator with at least three proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If Administrator demonstrates that none of the three proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for

the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern.

## 8. SETTLEMENT

Our obligations are fully insured by a Service Contract Reimbursement Insurance Policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604, 800-209-6206. If You have not received Your claim benefit or a refund for the cancellation of Your Agreement within sixty (60) days (thirty (30) days in Alaska) after all claim or cancellation requirements have been met, You may make a direct claim against Virginia Surety Company, Inc. at the address or phone number listed above.

## 9. STATE-SPECIFIC AMENDMENTS

If You purchase this Agreement in any of the following states, the following terms shall apply:

### MASSACHUSETTS

1. The Obligor of this Agreement is the Dealer listed on the Registration Page. This Agreement is between the Dealer and the Customer. Dealer has appointed Safe-Guard Products International, LLC ("Safe-Guard") as the authorized administrator of this Agreement. Safe-Guard neither assumes nor has any liability whatsoever for the obligations of this Agreement.

### MONTANA

1. The Cancellation Procedure section C is amended to include the following: If We cancel this Agreement, We will provide You with at least five (5) days' prior written notice.

ADMINISTRATOR WILL INVESTIGATE AND PROSECUTE ANY SUSPECTED FRAUDULENT CLAIMS TO THE FULLEST EXTENT OF THE LAW. ADMINISTRATOR WILL CANCEL ANY AGREEMENT THAT WAS SECURED BY THE CUSTOMER VIA FRAUDULENT OR MISREPRESENTATIVE STATEMENTS OR ACTIONS. IF ANY PROVISION CONTAINED IN THIS AGREEMENT IS FOR ANY REASON HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR UNENFORCEABLE, SUCH INVALIDITY OR UNENFORCEABILITY WILL NOT AFFECT ANY OTHER PROVISIONS OF THIS AGREEMENT. FOR CLAIMS OR QUESTIONS ABOUT YOUR AGREEMENT, PLEASE CALL ADMINISTRATOR AT 1-833-959-0104.