

## PROGRAM STATEMENT

### 120-DAY COMPLIMENTARY BG ON THE ROAD TIRE ROAD HAZARD PROGRAM

***THIS 120-DAY COMPLIMENTARY PROGRAM IS PROVIDED FREE OF CHARGE WITH YOUR PURCHASE OF A FLUID CHANGE SERVICE FROM THIS BG SHOP. 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.***

This BG On The Road Tire Road Hazard Program ("Program") is provided free of charge with your purchase of a fluid change service from the BG shop that performed the fluid change service on your vehicle as identified on your purchase invoice and is administered by Sonsio Management, Inc. ("Program Administrator").

**WHAT IS COVERED:** This Program covers only the tires installed on the vehicle for which the BG Shop performed the fluid change service and that is clearly identified by year, make, and model on your original purchase invoice from the BG Shop identified on the invoice ("Eligible Tires"). This Program is limited to the repair or replacement of tires damaged by a road hazard as described below.

**TERM OF COVERAGE:** This Program covers eligible tires for a term of 120 days from the date you registered and activated your Program Card, 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 ("Coverage Term").

**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 driving in a legal manner on a road maintained by state or local authority. Nails, glass and potholes are the most common examples of road hazards.

**WHAT ARE THE BENEFITS?** This Program provides reimbursement for flat tire repair and/or tire replacement, up to a total of \$150.00 per vehicle per Valid Program Card during the Coverage Term, when an eligible tire is damaged by a road hazard.

#### **WHAT ARE THE LIMITATIONS?**

- In order to be eligible for benefits under the Program, you must register and activate your BG On The Road Tire Road Hazard Program Card within 30 days of the purchase date on your original invoice for the fluid change service and at least 24 hours prior to any tire failure and/or service requested under the Program, which includes the point in time at which the road hazard damage was incurred ("Valid Program Card").
- For service under this Program, you must return your vehicle to the original BG Shop that performed the fluid change service.
- You must retain your original purchase invoice for the fluid change service and your Valid Program Card.
- This Program provides reimbursement for flat tire repair and/or tire replacement, up to a total of \$150.00 per vehicle per Valid Program Card during the Coverage Term, when an eligible tire is damaged by a road hazard.

#### **YOUR RESPONSIBILITIES:**

1. Properly care for and maintain your tires, including ensuring tires are operated at proper inflation pressures.
2. Use all reasonable means to protect your tires from additional damage.
3. Contact the Program Administrator at 1-877-334-0329 for prior authorization and a claim number before replacing a damaged tire.
4. Furnish such information as may be required.
5. Payment of all expenses and costs not covered by this Program.
6. 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 BG Shop that performed the fluid change service; (2) if replaced, the damaged

tire must be retained, AND (3) the Program Administrator must be contacted at 1-877-334-0329 within 2 business days. There is no guaranteed eligibility.

**WHERE YOU CAN OBTAIN SERVICE:** For service under this Program, you must return your vehicle to the original BG Shop that performed the fluid change service.

**FLAT TIRE REPAIR:** If an eligible tire is damaged due to a covered road hazard during the Coverage Term and can be safely repaired per industry standards and guidelines, the tire may be repaired. The permanent patch/plug and the labor to perform the repair will be covered up to \$20.00 per tire, per occurrence. You are responsible for any additional amounts including, but not limited to, mounting, balancing, taxes and miscellaneous fees. The Program will remain in effect for the repaired tire for the remainder of the Coverage Term. It is not necessary to contact the Program Administrator before having a flat tire repaired.

**TIRE REPLACEMENT:** If, during the Coverage Term, an eligible tire is damaged due to a covered road hazard and cannot be safely repaired per industry standards and guidelines, it will be replaced with an exact make/model of tire if available. If not available, a comparable quality tire will be installed. Reimbursement for replacement tire will not exceed a total of \$150.00. You are responsible for any additional charges including, but not limited to, mounting, balancing, taxes and miscellaneous fees.

**WHAT YOU MUST DO TO REQUEST REIMBURSEMENT:**

1. If you have presented an eligible tire during the Coverage Term, the BG Shop will verify that you have a Valid Program Card and that the damage to the tire is due to a road hazard as defined above.
2. If the tire can be safely repaired, it will be repaired as described under Flat Tire Repair.
3. If the tire cannot be safely repaired, the BG Shop must contact the Program Administrator at 1-877-334-0329 for prior authorization and to obtain a claim number. **Prior authorization and a claim number must be obtained before replacing the damaged tire or the request for reimbursement may be denied. The tire must be replaced according to the terms described under Tire Replacement.**
4. You must sign the tire repair or replacement invoice and provide the BG Shop with the original purchase invoice for the fluid change service and the Valid Program Card.
5. The BG Shop will make a copy of the original invoice, the repair or replacement invoice, and the Valid Program Card and will return the originals to you. The BG Shop will submit the copies of these documents to the Program Administrator with the request for reimbursement.
6. **Documents may be sent by fax to 1-866-684-7779, by email to [tireclaims@sonsio.com](mailto:tireclaims@sonsio.com), or by postal mail to BG On The Road Tire Road Hazard Program Administrator, P.O. Box 17480, Golden, CO 80402-6024.** You must include the claim number provided to you if the tire was replaced.
7. You must furnish such information as may be required, including the Department of Transportation ("DOT") number if the tire is requested for inspection.
8. You are responsible for any and all charges not covered by the Program.
9. The tire being replaced must be made available for inspection if requested by the Program Administrator during the call to obtain prior authorization.
10. Tires being replaced must be surrendered to the BG Shop or to the Program Administrator if requested for inspection.
11. **ALL CLAIM DOCUMENTATION MUST BE RECEIVED BY THE PROGRAM ADMINISTRATOR (INCLUDING THE TIRE IF REQUESTED) WITHIN NINETY (90) DAYS OF SERVICE, OR THE CLAIM MAY BE DENIED.**

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

1. Tire repairs or replacements made by anyone other than the original BG Shop, 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. 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.

4. The repair or replacement of a tire due to manufacturer recall, defect or warranty or any reason the manufacturer will repair or replace the tire at its expense or at a reduced cost.
5. Any invoice presented for payment of services not performed.
6. 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.
7. Cosmetic damage to any tire. Cosmetic damage is described as damage that does not affect the structural integrity of the tire.
8. 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).
9. Damage caused by mechanical failures (e.g., failed shocks, struts, alignment, balancing, etc.) or interference with vehicle components (e.g., fenders, exhaust, springs, etc.).
10. Repair or replacement of tires that have been repaired in a manner other than per tire manufacturer guidelines and industry approved methods.
11. Repair or replacement of tires that have been re-treaded, re-capped, re-grooved, remolded, or tubed.
12. Repair or replacement of any tire(s) used or installed on vehicles with a manufacturer's load rating capacity greater than one-ton.
13. Repair or replacement of any tire(s) used or installed on vehicles with a load capacity of one-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.
14. Repair or 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.
15. Repair or 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.
16. Repair or replacement of tires that are not damaged while on the vehicle clearly identified by year, make and model on the original purchase invoice for the fluid change service.
17. Michelin PAX® system, PAX® tires, and tires and wheels of similar construction and purpose.
18. Repair or replacement of tire pressure monitoring systems (TPMS) and/or devices and components associated with TPMS.
19. Consequential, incidental, and/or secondary damages.
20. Unreasonable costs that you may suffer as a result of the need to repair or replace your tire.
21. Any personal 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.

If a claim is paid by the Program Administrator and should have been paid as a result of coverage by a valid collectible insurance policy, or by another company, you agree that the Program Administrator shall have subrogation rights allowing it to be reimbursed for the amount of the paid claim. You understand that the reimbursement may be payable by you, your insurance company or another company. 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 of their reimbursement.

THE PROGRAM ADMINISTRATOR RESERVES THE RIGHT TO DENY ANY REQUEST FOR REIMBURSEMENT SUBMITTED WITH FALSE OR MISLEADING INFORMATION OR IF THE PAPERWORK DOES NOT CLEARLY IDENTIFY THE ORIGINAL PURCHASER, VEHICLE AND BG SHOP, OR IF YOU ARE UNABLE TO PROVIDE THE ORIGINAL PURCHASE INVOICE. **Authorization is granted based on the information provided during the call; if the documentation submitted (including the tire if requested) does not substantiate the information provided during the call, your claim may be denied. All claims must be submitted within 90 days of service or your claim may be denied. All claim documentation, including the tire(s) if requested, must be submitted within 90 days of service in order for your claim to be considered for reimbursement.**

**GENERAL:**

1. The terms and conditions outlined above are the full and complete agreement between the parties. No oral representations or statement should be relied upon by purchaser.

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 the 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 owner of the vehicle and original purchaser of the fluid change service, and may not be transferred to anyone who purchases your vehicle or tires during the term of this Program. Coverage is not transferable to any other vehicle or tires.