
Service Agreement

TIRE & WHEEL SERVICE AGREEMENT

TERMS AND CONDITIONS

CONGRATULATIONS!

Thank You for Your purchase of CONNEX Powersports Protection Plan. We are delighted at Your confidence and trust in Our commitment to serve You with Your protection needs. Please read this Service Agreement to learn about what protection You will receive.

A. SERVICE AGREEMENT

This is a Service Contract, not an insurance policy. This Agreement is intended to provide protection against the cost of repairing Breakdown of the Covered Tires and Covered Wheels that suffer **Structural Damage** caused by a **Road Hazard** during normal driving conditions. During the Coverage Period, Our Administrator will arrange, or authorize You to arrange, for an Authorized Service Provider to repair or replace the Covered Tire or Covered Wheel in accordance with the terms and conditions of this Agreement. Coverage is subject to the limitations, exclusions, and provisions stated in this Agreement. Please read this Agreement carefully to understand Your rights, duties, and what is and is not covered.

We, and Our Administrator, assume no liability for any consequential damage to any product resulting from the rendering of covered repairs. Any claims for consequential damage must be filed against the Service Provider.

B. DEFINITIONS

1. **Administrator** means AssureSolv LLC, 10016 Laureate Way, Bethesda, MD 20814; 888-564-2207.
2. **Agreement, Service Contract, Contract** means these terms and conditions including the Registration Page and any state specific provisions.
3. **Agreement Purchase Price** means the amount You paid to purchase this Service Agreement for Your Covered Component as evidenced on Your Registration Page. You are required to pay the full Agreement Purchase Price at the time of purchase; the entire amount must be paid in full on or before the Effective Date.
4. **Breakdown** means Structural Damage to a Covered Tire or Covered Wheel caused by a Road Hazard, resulting in the loss of its ability to perform its intended function.
5. **Cost** means the reasonable and fair charges for parts and labor needed to repair or replace Covered Tires or Covered Wheels. Replacement parts will be of like kind and quality and may include original equipment manufacturer (OEM), non-OEM, remanufactured, or recycled parts. Costs shall not exceed the average regional retail market rate. Parts and labor charges, if any, shall not exceed the manufacturer's suggested retail price as stated by one of the national labor time guides listed and/or applicable.
6. **Coverage Period, Term** means the length of time coverage is provided by this Service Contract, as shown on Your Registration Page.
7. **Covered Tire, Covered Wheel** tires and wheels installed on the Covered Vehicle that meet OEM specifications or approved aftermarket specifications of the same diameter..
8. **Covered Vehicle** means the eligible vehicle shown on Your Registration Page.
9. **Deductible** means the amount You are required to pay, as indicated on the Registration Page, per repair visit for covered Breakdowns.
10. **Effective Date** means the date Your coverage under this Service Contract begins.
11. **Expiration Date** means the date when Your Service Contract is no longer in force.
12. **Labor Rate** means the labor charges for authorized repairs that will be based on the local average Cost for similar repairs. Labor time will be determined by a current nationally published flat-rate manual.
13. **Obligor, Provider, We, Us, Our** means Northcoast Warranty Services, Inc., 800 Superior Avenue E, 21st Floor, Cleveland, OH 44114; (866) 927-3097. In Florida: License # 49125.
14. **Pre-Existing Condition** means any condition, defect, or failure that in all reasonable mechanical probability, mechanical

fitness, and inspection standards, existed at or before to the Effective Date of this Service Contract, whether or not such condition was known to You at the time of purchase.

15. **Registration Page** means the document that summarizes Your Covered Tire and Covered Wheel, the Coverage Period, the Effective and Expiration Date, along with any Deductibles, and/or other coverage terms specific to Your Service Contract.
16. **Road Hazard** means a condition or obstacle encountered during normal recreational use of the Covered Vehicle, including but not limited to rocks; roots; stumps; ruts; embedded debris; loose gravel; shale; sand; mud; wood debris; metal fragments; or other natural or man-made objects that cause Structural Damage to a Covered Tire or Covered Wheel. Road Hazard includes conditions encountered on trails, unpaved paths, fire roads, ranch/farm terrain, and other off-road environments intended for powersport use. Road Hazard does not include damage caused by collision, misuse, racing, intentional impact, or operation beyond the manufacturer's recommended limits.
17. **Structural Damage – Tires** means: (i) puncture to the inner liner that prevents the tire from holding air; (ii) a bubble in the sidewall or tread caused by Road Hazard impact; or (iii) damage exposing or severing cords or belts.
18. **Structural Damage – Wheels** means: (i) Road Hazard damage preventing the wheel from sealing with the tire; or (ii) Road Hazard damage preventing the wheel from maintaining manufacturer-specified air pressure.
19. **Selling Retailer, Selling Dealership** means the authorized entity responsible for the sale of the Covered Tires and Covered Wheels and this Service Contract as shown on Your Registration Page.
20. **Service Event** means a Breakdown not defined as maintenance in the Vehicle's owner's manual and/or by the manufacturer.
21. **Service Provider, Authorized Service Provider, Repair Facility** means a Selling Retailer, Selling Dealer, or a repair facility with certified mechanics that are licensed and authorized to perform the covered repairs provided to You in accordance with the terms and conditions under this Contract.
22. **You, Your, Agreement Holder** means the individual who purchased this Service Contract.

C. TO OBTAIN SERVICE

A Claim is a request for coverage under this Service Contract. To obtain service, You must: (i) return the Vehicle to the Selling Retailer or Selling Dealership if within one hundred (100) miles; and (ii) contact the Administrator immediately by submitting a Claim at <https://connex.warrantysphere.com> or calling 888-643-8015. Customer service representatives are available 9 am to 5 pm EST, closed weekends and holidays. Claims opened outside business hours require follow-up during normal business hours for authorization. Emergency Repairs may be performed only when the Vehicle is unsafe or inoperable. You must notify the Administrator on the next business day and submit all documentation for reimbursement. You must provide Your sales receipt/invoice, this Service Contract, and Registration Page, and accurately describe the Structural Damage, including photos if requested. Failure to follow these procedures may result in Claim denial. The Service Provider must contact the Administrator to open a Claim before any repair or tear-down begins. Unauthorized repairs will not be reimbursed. If the Service Provider is unwilling or unable to work with Us, We may require You to select another Authorized Repair Facility.

We will repair or replace the Covered Tires and/or Wheels only when: (a) the Breakdown occurred after the Effective Date; (b) the Service Provider can diagnose and repair the Covered Breakdown; (c) the Administrator authorizes tear-down and/or diagnosis; (d) the diagnosis confirms coverage under this Contract; (e) the damage is not covered by any other warranty or insurance; (f) the Claim is reported during the Term; (g) the Service Provider provides a repair estimate and obtains an authorization number before repairs begin; (h) We are permitted to inspect the Vehicle, and You pay re-inspection costs if the Selling Retailer, Selling Dealership, Authorized Service Provider, or Repair Facility cannot demonstrate cause and extent of damage; (i) You pay all non-covered charges, including tear-down for non-covered repairs; (j) any applicable Deductible is paid; (k) the Agreement Purchase Price is paid in full; and (l) the authorization number is valid (authorization expires after ninety (90) days) and appears on the final invoice along with Your signature and the Service Provider's identifying information.

D. COVERAGE

We will cover the necessary Costs of repair or replacement of Covered Tires and Covered Wheels that suffer Structural Damage due to a Road Hazard, subject to the terms of this Agreement. Coverage includes:

1. Tire Repair – If repairable per industry standards, We will pay approved Costs for: tire repair; mounting and balancing; valve stems; environmental fees; and taxes.
2. Tire Replacement – If not repairable, We will pay approved Costs for: replacement tire of like kind and quality meeting OEM specifications; mounting, balancing; valve stems; environmental fees; and taxes.
3. Wheel Repair or Replacement – We will pay approved Costs to repair Road Hazard damage to Covered Wheels. If not repairable, We will pay for replacement wheels of like kind and quality meeting OEM specifications.
4. Tire Pressure Monitoring System (TPMS) Coverage – We will replace TPMS sensors only if damaged by a Road Hazard. TPMS damage caused during tire removal or installation is not covered.
5. Towing – We will reimburse up to \$100 per occurrence when the Vehicle is disabled due to a covered Road Hazard.
6. Aftermarket Tires/Wheels – Aftermarket tires and wheels of the same diameter as the damaged tire/wheel are covered, excluding carbon fiber or magnesium wheels.

E. AGREEMENT FEES, PAYMENT & DEDUCTIBLE

The Agreement Purchase Price must be paid in full on or before the Effective Date. You will pay a Deductible of [\$100] per covered and authorized Claim.

F. TERM

The term begins on the Effective Date and ends on the Expiration Date shown on Your Registration Page. Renewal may be offered subject to updated terms and conditions.

G. CANCELLATION

The right to cancel this Contract is not transferable and shall apply only to the original purchaser of the Agreement.

Cancellation by You: You may cancel this Service Contract at any time by notifying Us or the Administrator in writing. If You cancel this Contract within the first 30 days following the date You ordered the initial Contract, or within the first 30 days of renewal of this Contract, (the “First 30 Days”) for any reason and shall be entitled to a 100% refund of the total paid Agreement Purchase Price, less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received, and less an administrative fee of \$45. If You cancel after the First 30 Days, You will receive a pro-rata refund of the Agreement Purchase price paid by You, less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages, and/or benefits received, and less an administrative fee of \$45.

Cancellation by Us: This Service Contract may be canceled by Us and/or We can refuse to renew the Service Contract at any time for the following reasons: (a) the nonpayment of Agreement Purchase Price; (b) mutual agreement of Us and You; or (c) fraud or misrepresentation by You and/or Your representative of facts material to issuance of this Service Contract. If You and/or Your representative either threatens to harm or actually harms the safety or well-being of (i) Us; (ii) any of Our employees; (iii) a Service Provider; or (iv) any of Our or the Service Provider’s property, You will be in breach of this Agreement, and We may refuse to provide service to You and may cancel this Agreement. If We cancel this Agreement for any of the reasons listed herein, other than Your nonpayment, You shall be entitled to a pro-rata refund of the paid Agreement Purchase Price for the unexpired Term, less: (a) an administrative fee of \$45; and (b) any service (and claims) costs that were incurred by Us. If this Agreement was inadvertently sold to You on a product which was not intended to be covered by this Agreement, We will cancel this Agreement and will refund 100% of the total Agreement Purchase Price paid by You.

H. ELIGIBILITY

To qualify for coverage, the Covered Vehicle must: (i) be free of Pre-Existing Conditions; (ii) be no greater than 15 years old; (iii) be maintained per manufacturer recommendations; (iv) be used solely for personal use unless commercial coverage is purchased; (v) have OEM or approved aftermarket tires/wheels; and have valid title and registration. Salvage, rebuilt, or branded vehicles are not eligible.

I. LIMITS OF LIABILITY

Coverage applies only to Structural Damage caused by Road Hazards. We will pay reasonable and customary diagnostic charges for covered repairs. For any one repair event, Costs shall not exceed the actual cash value of the Vehicle immediately prior to the Breakdown.

J. EXCLUSIONS

This Service Contract does not provide coverage for any of the following:

1. **Cosmetic Damage.** Scratches, scuffs, discoloration, fading, or cosmetic imperfections to tires or wheels.
2. **Non-Road-Hazard Damage.** Damage caused by collision, rollover, impact with another vehicle, intentional contact, stunt riding, racing, competition, or operation beyond manufacturer limits.
3. **Improper Operation or Maintenance.** Damage caused by improper inflation, over-inflation, under-inflation, misalignment, worn or defective suspension components, lack of rotation, or failure to maintain the Vehicle per manufacturer specifications.
4. **Wear and Tear.** Tires with less than 3/32" tread depth at the lowest point, dry rot, cracking, peeling, or deterioration due to age, weather, or environmental exposure.
5. **Improper Installation or Service.** Damage caused by improper mounting, balancing, bead seating, wheel hardware, or TPMS removal/installation not performed by an Authorized Service Provider.
6. **Damage Caused by Other Component Failures.** Damage caused by failure of suspension, steering, braking, driveline, or structural components.
7. **Ineligible Tires or Wheels.** Carbon fiber wheels, magnesium wheels, oversized or undersized tires, retreaded, recapped, regrooved, remolded, siped, tubed, or non-OEM diameter wheels (except approved aftermarket wheels of the same diameter).
8. **Environmental or External Conditions.** Damage caused by corrosion, rust, chemicals, fire, flood, water intrusion, submersion, or environmental exposure.
9. **Construction Zones.** Damage occurring in construction zones, construction sites, or areas not intended for recreational powersport use.
10. **Commercial or Prohibited Use.** Damage occurring during rental, leasing, guided tours, fleet operations, delivery, courier service, or continuous-duty commercial use unless a Commercial Use Add-On is purchased.
11. **Branded Vehicles.** Any Vehicle carrying a branded title, including salvage, rebuilt, reconstructed, flood, fire, lemon-law buyback, non-repairable, or total-loss designations.
12. **Pre-Existing Conditions.** Any condition existing prior to the Effective Date, whether known or unknown.
13. **Unauthorized Repairs.** Any repair performed without prior authorization from the Administrator, except as permitted under Emergency Repairs.
14. **Damage Outside Covered Territory.** Damage occurring outside the United States or Canada.
15. **Consequential or Incidental Damages.** Including but not limited to loss of use, rental costs, towing beyond stated limits, or damage to other components.
16. **Road Force Balancing Readings.** Tire replacement due solely to road force balance machine readings where no evidence of impact is present.
17. **TPMS Failures Not Caused by Road Hazard.** Including low battery, blocked ports, improper removal, or electrical failure.
18. **Damage Caused by Aftermarket Modifications.** Including lift kits, lowering kits, oversized tires, or non-OEM wheel/tire configurations unless specifically covered under an optional Add-On.
19. **Damage Caused by Improper Wheel Hardware.** Including lug nuts, studs, spacers, or adapters not meeting OEM specifications.

K. GENERAL PROVISIONS

1. **Transfer of Agreement.** In the event of assignment or transfer of title of the Covered Vehicle, this Agreement may be assigned and/or transferred at Our discretion to the new owner of the Covered Vehicle. If You'd like to transfer ownership of Your Agreement, please contact the Administrator and they will facilitate the transfer to ensure there is no lapse in service. This Agreement is non-transferable to a new vehicle and is only valid for the original purchased vehicle. A transfer fee of \$50 will apply.

2. **Waiver.** Should We waive or choose not to exercise any of our contractual rights, such waiver will not constitute a future waiver of said rights.
3. **Agreement Issuance.** We reserve the right to refuse the issuance of an Agreement prior to the Agreement Effective Date without reason and issue a refund of paid Agreement Purchase Price.
4. **Abuse of Agreement.** Any abuse of this Agreement by You including, but not limited to, seeking repair of Covered Vehicle not belonging to You, may result in termination of this Agreement.
5. **Disclosure.** The price of the Agreement includes the full amount of all fees due and payable as well as the costs of processing and administration for Us, the Issuing Company, and its agents where allowable by law. Any applicable state or local sales taxes are in addition to the price of the Agreement.
6. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreement and understandings of the parties hereto, oral or written, with respect to the subject matter hereof. Except as provided herein, all other warranties, expressed or implied, are hereby disclaimed.
7. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement, and the balance of this Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.
8. **Titles and Subtitles.** The titles of the paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.
9. **Guaranty:** Our obligations under this Service Agreement are insured under a service contract reimbursement insurance policy. If We fail to pay or to deliver service on a claim within 90 days after proof of loss has been filed, or in the event You cancel and We fail to issue any applicable refund within 90 days after cancellation, You are entitled to make a claim against the insurer, Wesco Insurance Company, Inc. at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048.

L. STATE SPECIFIC DISCLOSURES

Regulation of service contracts may vary widely from state to state. Any provision within this Agreement, which conflicts with the laws of the state where You reside, shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Agreement was purchased in one of the following states and supersede any other provision within Your Agreement terms and conditions to the contrary.