Tire & Rim Protection Terms & Conditions



PART ONE: Definitions

The following definitions apply to the words and terms used in this Agreement and have the following stated meaning:

"Agreement and/or Coverage" refers to this Tire & Rim Protection package.

"Authorized Repair Centre" refers to one of Global's Preferred Repair Centres or a Licensed automotive or Rim Repair/Tire Facility approved by Global.

"Alloy Wheel" refers to any road wheel/rim composed of either aluminum or magnesium as opposed to steel, and includes powder coated or chrome finished wheels.

"Alloy Wheel Repair" refers to repair of covered scratches/ scuffs/curb rash on Alloy Wheels. Global retains sole authority to determine whether any damage can be repaired.

"Claim" refers to all covered costs and benefits including Repair or replacement at the time of Your Repair visit.

"Commercial Purposes" refers to any vehicle used for route service, repair or service, job site activities, rental, shuttle, landscaping, taxi, livery, limousine, heavy delivery, courier, public hire, fleet use, snow removal, towing, road repair, construction, hauling, farming, ranching, mining, forestry, ambulance, police, emergency service, civil service, driving school, off-road use, racing, or competitive driving as deemed solely by Global.

"Covered Parts and/or Benefits" means the parts and/or benefits described and listed in PART THREE of this Agreement

"Covered Vehicle" refers to Your vehicle as described in this Agreement.

"Curb Damage" refers to scrapes/scuffs/rash caused from accidental contact with a curb, however excludes minor marks, blemishes, peeling, plastic/protective cladding or discolorations, as deemed solely by Global.

"Dealer" refers to a fully provincially licenced seller of automotive, recreational vehicle, or powersports products in the province in which the seller conducts business.

"Eligible Key Remote(s)" refers to two sets of keys/remotes provided to You at the time of Your Covered Vehicle's original purchase.

"Eligible Vehicles" means vehicles that are eligible for the Global Warranty programs, as deemed solely by Global from time to time. The covered vehicle must be within the current model year up to a maximum of ten prior model years, at the time of purchase or lease.

"Exclusions" refers to parts/services/benefits/conditions not covered in the Agreement.

"Fee" means the total sum payable by You through the Dealer to Global for this Agreement and shall include all applicable surcharges, options and taxes.

"Global" means Global Warranty Tire and Rim Corporation where the owner/lessee resides in the Yukon, Northwest and/or Nunavut Territories, the Province of Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland & Labrador, British Columbia, Alberta or Saskatchewan.

"Limit of Liability" refers to the maximum limits of any coverage or benefit of this Agreement and shall include all applicable taxes.

"Oversized Tires" refers to tires with on overall diameter greater that twenty inches.

"Paintless Dent Repair (PDR)" means the process developed by automotive manufacturing production teams that uses specialized hand tools to gently push the dented metal back to its original form.

"Reasonable Cost" means charges to Repair or replace Covered Parts including labour at prevailing labour rates at a licensed Authorized Repair Centre and according to the Current Industry Labour Guide (Global uses Snap-On Shopkey) using new, rebuilt, or parts of like kind and quality. "Repair or Repairs" refers to the fixing or replacement of Covered Parts relevant to Your Covered Vehicle.

"Retail Value" means the actual cash value as determined by the current market at the time of Your Repair visit.

"Road Hazard" means a condition on a public roadway or parking lot, which should not normally exist there, such as but not limited to; potholes, nails, glass, or other road debris.

"Selling Dealer" means the Licensed Vehicle Dealership, Finance or Leasing Company where You purchased this Agreement.

"Term" means the length of time indicated on this Agreement.

"Unserviceable" means a tire that has been punctured or otherwise damaged to the extent that it is unusable as deemed solely by Global, or an Alloy Wheel that will not seal with its tire, as deemed solely by Global.

"You, Your" means the applicant (owner, lessee or transferee of the vehicle) in this Agreement.

PART TWO: Coverage Section

2.1 Subject to the provisions in this Agreement and these Terms and Conditions, Global agrees to pay the Reasonable Costs for an authorized Repair or replacement of Covered Parts.

2.2 This Agreement indicates the selected Coverage, Term and options at the time of purchase.

2.3 Coverage for Global Warranty Tire & Rim Protection packages shall begin on the date of sale or lease of Your Covered Vehicle, and shall end when the stipulated time period has ended as indicated in this Agreement.

2.4 Your Agreement shall carry a maximum Limit of Liability, which shall not exceed \$10,000 or the Retail Value of Your Covered Vehicle, whichever is the lesser, at the time of a covered Repair. With respect to each individual claim maximum, please see PART THREE: Covered Parts.

PART THREE: Covered Parts and Benefits

SILVER COVERAGE INCLUDES 3.1 TO 3.6 GOLD COVERAGE INCLUDES 3.1 TO 3.8 PLATINUM COVERAGE INCLUDES 3.1 TO 3.11

3.1 FLAT TIRES: You shall be reimbursed up to a maximum of \$80 per occurrence for the following: repairing a flat tire caused by a Road Hazard while operating the Covered Vehicle in a legal manner.

3.2 TIRE REPLACEMENT: You shall be reimbursed for the Reasonable Costs to replace a tire, only if a tire covered by this Agreement becomes unrepairable, as deemed solely by Global, due to damage caused by Road Hazard. Replacement will be made, at Global's sole discretion, with a tire of "like kind and quality", which may include a pro rata adjustment, with current tread depth. Note: Tire Replacement is limited to an aggregate benefit limit of \$2,000 for all regular and snow tires.

3.3 WHEELS: You shall be reimbursed for the Reasonable Costs to Repair or replace Alloy Wheels rendered Unserviceable due to a Road Hazard covered under this Agreement. Global reserves the right to have damaged Alloy Wheels repaired at Global's cost by a service provider of Global's choosing. Global further reserves the right to replace the Alloy Wheel, at Global's cost, with one of "like kind and quality" up to and including used. Any bent Alloy Wheels are eligible for replacement, only if damaged from a Road Hazard, and will not allow the Alloy Wheel to seal to its tire. The maximum limit of liability for Alloy Wheel replacements is four, for the term of this Agreement.

3.4 COSMETIC WHEEL REPAIR: You shall be reimbursed for the Reasonable Costs for the Repair of cosmetic damage only to Alloy Wheels (See "Definitions" for description of Alloy Wheel Repair). Due to aging and variance in Alloy Wheel colour and texture, it is not always possible to match colours or texture to the other Alloy Wheels, so an exact colour or texture is not guaranteed. Other cosmetic damages are covered, including and limited to permanent street side curbs, parking lot curbs

and or standard "drive thru" curbs. Any damages from car wash rails or equipment or other similar objects are excluded.

3.5 MOUNTING AND BALANCING: You shall be reimbursed for the Reasonable Costs for mounting, balancing, valve stems, and tire disposal for any tire replaced under this Agreement. However, unspecified charges or shop supplies are excluded.

3.6 ROADSIDE ASSISTANCE: You shall be reimbursed for covered services up to \$100 per occurrence. You are entitled to one covered roadside service, as listed below, within a twenty four hour period, to a maximum of three covered roadside services within a twelve month period.

 (a) TOWING - Provides reimbursement for towing to the nearest Authorized Repair Centre capable of making or performing needed tire and Alloy Wheel Repairs or services;

(b) WINCHING - Provides reimbursement for winching services if stuck in snow, mud or side of the road;

(c) FUEL DELIVERY - Emergency fuel delivery service if You run out of fuel (up to twenty litres: fuel extra);

 (d) FLATTIRE CHANGES – Flat tire service for the installation of an inflated spare;

(e) EMERGENCY BATTERY SERVICE – Battery boost service in the event of a dead battery; and

(f) LOCKOUT SERVICES – Vehicle entry service (locksmith services) should the keys be lost or locked in the Covered Vehicle.

You will need to keep a copy of all receipts for reimbursement on any of the listed services.

GOLD COVERAGE INCLUDES 3.1 TO 3.8

3.7 KEY REPLACEMENT: In the event Your Eligible Key Remote is lost, stolen or destroyed, Global will pay for a replacement key/remote up to \$800 per covered year or up to \$1,600 (Term maximum), dependent on coverage selected. All key/remote replacement claims must be reported to Global for authorization prior to replacement.

3.8 CAR RENTAL EXPENSE: You shall be reimbursed for car rental expenses up to \$70 per reported claim/visit when required, while Your Covered Vehicle is not available due to a covered Repair. A copy of a valid rental car invoice must be submitted for review and authorization of coverage.

PLATINUM COVERAGE INCLUDES 3.1 TO 3.11

Windshield Replacement deductible.

3.9 WINDSHIELD, HEADLIGHT AND TAILLIGHT LENS REPAIR:
You shall be reimbursed up to \$150 per occurrence or up to
\$600 (Term maximum) for repairs to the windshield, headlight
and taillight lenses for minor chips and cracks only, caused
by propelled rocks or debris such as, wood, metal pieces/
parts, or any other road object. Coverage is also provided for

3.10 PAINTLESS DENT REPAIR: You shall be reimbursed up to \$150 per occurrence or up to \$1,000 (Term maximum) for the repair of dents up to five centimeters in diameter and scratches up to thirty centimeters in length, due to public lot damage on external body panels and/or parts, as deemed solely by Global.

3.11 RIP/TEAR/BURN/PUNCTURE: You shall be reimbursed up to \$150 per occurrence or up to \$600 (Term maximum) for repair of accidental rips, tears, burns, or punctures up to three centimeters long, in the upholstered seats of Your Covered Vehicle.

PART FOUR: Claims & Procedures

4.1 In the event of any Repairs expressly covered under this Agreement, and so as to not exclude Coverage under this Agreement, You must follow the specific procedures listed below:

 (a) Take immediate action to prevent further vehicle damage including taking pictures of the damage that has occurred and of the Covered Vehicle and take reasonable steps to secure timely Repairs;

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- (b) Contact Global's Claims Department directly during regular business hours: Monday-Friday 9:00 AM – 8:00 PM EST at 1-800-265-1519 in Canada or the U.S. or by email at claims@ globalwarranty.com or visit our website at globalwarranty.com;
- (c) Give Your full name & phone number, current odometer reading of Your Covered Vehicle, the last six digits of Your V.I.N. or the Coverage # as provided on Your Tire & Rim Agreement;
- (d) In the event You have a Claim after our normal business hours, on weekends or holidays, you must: contact Your Selling Dealer or appropriate franchise Dealer or local Rim Repair/ Tire Facility as needed; make all necessary arrangements; including taking pictures of the damage and call or email Global directly on the first business day following the breakdown/failure and follow (b & c) above;
- (e) Any tires which require repair or replacement, and Alloy Wheels which require repair or replacement under the terms of this Agreement must be authorized by Global Warranty and be made available for inspection prior to repair or replacement;
- (f) You must report ALL Alloy Wheel damage immediately upon occurrence. Reports of multiple wheel/rim damage are subject to coverage denial unless You can prove that all reported damages occurred in one incident, at one time and within sixty days;
- (g) ALL conditions existing that cannot be corrected, regardless of severity, demand immediate replacement at Your expense, for the safety of the vehicle's occupants;
- (h) Failure to meet the above obligations will result in a denial of coverage;
- (i) If You are within a forty kilometer radius of the originating dealer, You must return there to have a replacement key/ remote cut and programmed. If You are outside the forty kilometer radius, or if the originating dealer is no longer in business, You may go to any Authorized Repair Centre;
- (j) The originating dealer must obtain prior authorization and email a copy of the original repair order/invoice to Global for final payment;
- (k) If it is necessary for You to go to a non-originating dealer, call Global 1-800-265-1519 for prior approval before commencing with key/remote replacement. You may be required to pay the non-originating dealer for the replacement key/remote and will be reimbursed, up to the benefit limit, upon receipt of all repair orders, sales invoices, and/or other relevant or appropriate documentation, as will be requested by Global;
- (I) Global agrees to pay the replacement cost for Eligible Key Remotes under the terms, conditions and limitations set forth in this Agreement, at Global's sole discretion. Global shall not provide any keys/remotes; and
- (m) Global does not in any way warrant or guarantee, whether express or implied, any replacement key/remote obtained by You and/or paid for by Global. All non-working key/ remotes must be available for inspection. You must have received at least two keys and two remotes at the time of Your Covered Vehicle purchase.

PART FIVE: Parts And Services Not Covered

- (a) Any damage that occurs outside the United States or Canada;
- (b) This Agreement provides for the Repair or replacement of Your Covered Vehicle's tires and Alloy Wheels which, during the Term of this Agreement, become Unserviceable due to a Road Hazard covered under this Agreement. Tire and/or Alloy Wheel damage that is minor/cosmetic only in nature or does not render the tire and/or Alloy Wheel Unserviceable, is specifically excluded from Repair or replacement;
- (c) Damage caused by failure to maintain Your Covered Vehicle by driving on tires that are improperly inflated, or tires with a

- tread depth of 3/32" or less or ANY damage to Alloy Wheels on which tires have a tread depth of 3/32" or less;
- (d) Any damage to tires and/or Alloy Wheels transferred from another vehicle subsequent to the effective date of this Agreement;
- (e) Any damage to tires and/or Alloy Wheels that are mounted either incorrectly or not applicable to private passenger cars and light duty trucks under appropriate tow capacity;
- (f) Any damage that is the result of a manufacturer's defect or failure.
- (g) Any damage that is covered by any other warranty, including warranties issued by the manufacturer or any pre-existing condition which is deemed to be present prior to/during Your Covered Vehicle purchase;
- (h) Any damage to an Alloy Wheel that is dented or bent from any accident, accident avoidance or contact resulting in further related part(s), suspension, body, or frame damage;
- (i) Replacement of Alloy Wheel where the damage to the Alloy Wheel is too great to be repaired, but a technician and Global determines that the Alloy Wheel is still sealing with its tire;
- (j) Rims that have been previously repaired and can no longer be repaired and need replacement;
- (k) Edges where the manufacturer's factory bracing does not allow for the PDR process;
- Repairs to creased metal or any area where the paint is damaged;
- (m) Repairs to any dent/ding that, if repaired, could in any way damage the paint or finish;
- (n) With respect to windshield, headlight and taillight lens Repair, cracks over fifteen centimeters are not covered; or
- (o) Any repair of a rip, tear, burn, or puncture that cannot be repaired; or any previously repaired rips, tears, burns, or punctures; or any repair that if performed, could in any way cause further damage.

PART SIX: Exclusions

- (a) Failure of a non-covered part. Note: Coverage shall also exclude the cost of repairs and replacement of covered parts where their replacement is made necessary as a result of or due to the failure of a non-covered part. If a part is not covered, then the labour to replace the part is also not covered;
- (b) Any loss where You or any person on Your behalf, falsely swears or commits any fraudulent act with respect to any claim;
- (c) Any damage resulting from off-road use, racing, collision with another vehicle, chain damage, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, use on construction site/new subdivision roads not paved and regularly maintained, vandalism or malicious mischief, theft, fire, or any loss covered by primary physical damage insurance;
- (d) Damage to other parts of Your Covered Vehicle caused by improper repairs, installation, mounting or balancing as well as repairs performed in a manner that does not comply with manufacturer's guidelines;
- (e) Any damage resulting from continued operation or caused by Your failure to take reasonable precautions to prevent "damage" when any potential Road Hazard exists;
- (f) Any repair or replacement of any covered component or part which has not failed due to contact with a Road Hazard as defined in this Agreement, but which the Authorized Repair Centre or manufacturer recommends or requires to be repaired or replaced such as, but not limited to, matching sets of tires or wheels;
- (g) Damage or wear to tires caused by any vehicle modifications that do not comply with Your Covered Vehicle manufacturer's specifications;

- (h) Tire, Alloy Wheel and all other benefit coverages on this Agreement are not extended to a vehicle attached to Your Covered Vehicle such as a trailer or vehicle in tow;
- (i) Any breakdown/failure caused by collision, fire, theft, vandalism, explosion, freezing, overheating, rust/ corrosion, contamination, water, acts of God, salt and environmental damage. This Agreement is specific in Coverage and is in no way an all perils Coverage;
- (j) Loss of vehicle use, time, profit, inconvenience, or other incidental or consequential loss that results from a breakdown/failure;
- (k) Any expense for modification, replacement, or alteration of existing parts or systems necessitated by the replacement of obsolete, superseded or unavailable parts with current replacement parts in excess of the reasonable value of the failed part;
- (I) Any consequential and/or resultant loss, damage, injury or death (including any costs or expenses, legal or otherwise related) of any kind or nature whatsoever, suffered by any person, firm or corporation arising directly or indirectly from any Repair, delay or failure to make Repairs covered under this Agreement, including (but so as not to limit or restrict the generality of the definition of "Repair" herein), labour and workmanship incidental to such Repairs;
- (m) Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires or wheels;
- (n) Any repair of a rip, tear, burn or puncture that is not on an upholstered seat of the vehicle or replacement of upholstery or re-upholstery;
- (o) Any damage to upholstery caused by wear such as scratches, marks, material separation, delamination or discolouration;
- (p) The absence of a key/remote at the time of delivery does not constitute a covered loss. Failure to meet the above obligations will result in a denial of coverage;
- (q) Any loss that is not reported to Global within sixty days from the date the damage/loss occurs;
- (r) Any damage or Repair(s) for any vehicle utilized for Commercial Purposes; and
- (s) Any Repair(s) or replacement(s) made without Global's full authorization, regardless of the situation.

PART SEVEN: Miscellaneous Provisions

- **7.1 CANCELLATION:** You may cancel this Agreement (providing You submit a written request) through the Selling Dealer within ten days of purchase, subject to Global's consent, less any Claims authorized, less an administration Fee of \$100, and all applicable taxes.
- **7.2 TRANSFER:** You may transfer this active Agreement to an eligible private party to whom the Covered Vehicle is sold (subject to Global's consent) providing all Terms & Conditions have been met. You must send a request for transfer to Global, a \$100 transfer fee (plus applicable taxes), and the full name, address and postal code of the new purchaser within fifteen days of the change of ownership. Subsequent transfers are not permitted.
- **7.3 SEVERABILITY:** If any provision contained in this Agreement should prove to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 7.4 OTHER: This Agreement is governed by the laws of the Province of the Selling Dealer and shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of Global Warranty and You.

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