

Please ask us to print you a copy!

## DISCOUNT TIRE CERTIFICATE, LLC SERVICE CONTRACT CERTIFICATE

### DEFINITIONS

In this Certificate, certain words appear in **bold print**; they have the following meanings:

**We, Us, Our** – Means the provider of this Certificate, Discount Tire Certificate, LLC, 20225 N. Scottsdale Road, Scottsdale, AZ 85255, (888-774-6560)

**Administrator or Customer Care** – Means Discount Tire Certificate, LLC, 20225 N. Scottsdale Road, Scottsdale, AZ 85255, (888-774-6560).

**Damage** – Means when the **Tire** will no longer hold air due to a defect in materials or workmanship or contact with a **Road Hazard**.

**Original Receipt** – means the original purchase receipt for the **Tire** for which this Certificate was issued. The **Original Receipt** is incorporated herein by reference.

**Road Hazard** – Means **Damage** that results from your **Tire's** contact with a pothole, debris (i.e. nails, glass, rocks, tree limbs), or any other object or condition not normally found on a roadway.

**Tire** – Means the tire you purchased, as listed on the **Original Receipt**, for which this Certificate was issued.

**Vehicle** – Means the automobile to which the covered **Tire** is attached.

### BENEFITS

In the event of **Damage** to your **Tire**, if in **Our** opinion, the **Tire** can be safely repaired, **We** will do so free of charge.

In lieu of repair, **We** reserve the right, at **Our** sole discretion, to refund or credit the original purchase price and sales tax, if any, of the **Tire**. Upon refund or credit of sales tax, you hereby acknowledge by actual signature or electronic signature capture such credit or refund. This additional acknowledgement satisfies a technical requirement in the sales tax statutes and/or regulations for many jurisdictions that a signed receipt must be obtained upon the refund or credit of sales taxes.

In the event that **We** decide to refund or credit the original purchase price and sales tax, if any, of the **Tire**, you may elect to purchase a replacement tire at the original price paid for the **Damaged Tire**, plus the required sales tax. The cost of any tire includes any wheel weights used in the balancing of the tire. In the event the **Tire** is discontinued or unavailable, **We** reserve the right, at **Our** sole discretion, to substitute a product of equal or similar features and functionality, not necessarily the same brand. There will be an additional charge to purchase a new Certificate for a replacement tire.

**Salvage:** Upon refund or credit of the original purchase price and sales tax, if any, of the **Tire**, **We** shall have all rights of ownership to the **Tire** (salvaged part).

### HOW TO FILE A CLAIM

#### IF YOUR TIRE IS DAMAGED, TAKE THE FOLLOWING STEPS:

1. **Get the Vehicle to a Discount Tire Location** – If the **Tire** sustains **Damage**, take the **Vehicle** to any Discount Tire location.
2. If you are unable to return to a Discount Tire location, take your **Vehicle** to a repair facility and call **Customer Care** at (888) 774-6560.
3. **Emergency Repairs** – Should an emergency occur which requires a repair/replacement be made at a time when **Customer Care** is closed, you must call within five (5) business days from the date of repair to determine if such repair will be covered by this Certificate. If covered, you will be reimbursed for the repair subject to the Terms and Conditions contained herein. If it is determined that the repair/replacement is not covered by the Certificate, you will be responsible for the repair/replacement cost(s).

### WHAT THIS CERTIFICATE DOES NOT COVER

This Certificate does not provide coverage for:

1. **LOSSES RESULTING FROM ANY OF THE FOLLOWING: COLLISION; VANDALISM; CHAIN DAMAGE; MECHANICAL DEFECTS OF THE VEHICLE; WILLFUL ABUSE, OR NORMAL WEAR AND TEAR.**
2. **A TIRE WITH 3/32 OF AN INCH TREAD DEPTH OR LESS.**
3. **PREEXISTING DAMAGE OR CONSEQUENTIAL LOSSES THAT MAY RESULT FROM DAMAGE TO A COVERED TIRE UNLESS THE CONDITION IS KNOWN OR SHOULD REASONABLY BE KNOWN BY US.**

### PROVISIONS OF THIS CERTIFICATE

This Certificate is between **Us** and you, and is subject to all the terms and conditions contained herein.

1. **CERTIFICATE PERIOD** - Coverage under this Certificate begins on the date the **Tire** was purchased as shown on the **Original Receipt**, and will expire three (3) years from the date of purchase or until the Refund or Credit Limit is reached.
2. **SUBROGATION** - By redeeming this Certificate, you relinquish the right to any manufacturer's warranty that may apply, and **We** may claim for **Our** own benefit any such manufacturer's warranty.
3. **LIMITS OF LIABILITY** - Coverage under this Certificate is limited to the following:
  - Refund or credit for a **Damaged Tire** is limited to the purchase price and sales tax, if any, of your covered **Tire**.
  - Refund or Credit Limit: Up to one (1) refund or credit of the purchase price and sales tax, if any, of your covered **Tire** in the event **We** determine that the covered **Tire** cannot be repaired.
4. **TRANSFERS** - This Certificate is non-transferable, except in North Carolina where this Certificate is assignable before the **Term** ends to a subsequent purchaser of the **Vehicle**.
5. **CANCELLATION** - You may cancel this Certificate for a full refund of the Certificate charge by returning it to **Customer Care** within 30 days of purchase. After 30 days, the Certificate may be cancelled for a pro rata refund of the Certificate charge based on elapsed time. A penalty of 10% of the Certificate charge for each 30-day period or portion thereof will be added to any refund that is not paid within 30 days of return of the Certificate for cancellation.
6. **NON-RENEWABLE** - This Certificate is non-renewable.
7. **PURCHASE NOT MANDATORY** - Purchase of this Certificate is not mandatory to purchase **Tires**.

### GUARANTY

This Certificate is not an insurance policy, it is a service contract. In Arkansas, Colorado, Idaho, Indiana, Kentucky, Louisiana, Maryland, Nebraska, North Dakota, Ohio, and Wisconsin **Our** obligations under this Certificate are insured by a policy issued by Continental Casualty Company, 151 N Franklin, Chicago, Illinois 60606, policy number 610533126. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, you may file a claim directly with the Insurance Company at the above address or by calling (800) 831-4262. **Our** obligations under this Certificate are backed by the full faith and credit of Discount Tire Certificate, LLC, 20225 N. Scottsdale Road, Scottsdale, Arizona, 85255, (888) 774-6560 and are not guaranteed under a service contract reimbursement insurance policy except in the above-mentioned states.

### STATE SPECIFIC PROVISIONS

The following State specific provisions apply in addition to the previous provisions only in the listed State(s):

**Idaho:** Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho insurance guaranty association.

**Indiana:** This service contract is not insurance and is not subject to Indiana insurance law.

**Iowa:** If you cancel this agreement, the service company will mail a written notice of termination to you within fifteen (15) days. Iowa Commissioner of Insurance: (877) 955-1212, or 601 Locust St. 4th Floor, Des Moines, IA 50309.

**Louisiana:** This Certificate is not insurance and is not regulated by the Department of Insurance. Any concerns or complaints regarding this Certificate may be directed to the attorney general.

**Maryland:** If a covered claim or any refund or consideration due are not paid within sixty (60) days after proof of loss has been filed, **You** may file a claim directly with the Insurance Company at the above address or by calling (800) 831-4262.

**Nevada:** If you are not satisfied with the manner in which **We** are handling a claim under this Certificate, **You** may contact the Nevada Commissioner of Insurance at (888) 872-3234.

**New Hampshire:** In the event you do not receive satisfaction under this contract, you may contact the New Hampshire insurance department at (800) 852-3416, or 21 South Fruit Street, Suite 14, Concord, NH 03301.

**Oregon:** Discount Tire Certificate, LLC is the obligor.

**Texas:** Unresolved complaints concerning providers and administrators or questions concerning the regulation of service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation at (800) 803-9202, or 920 Colorado, Austin, Texas 78701.

**Virginia:** If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs to file a complaint.

**Wisconsin:** **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

Tire Certificate - 20181212 revision

**DISCOUNT  
TIRE**

VALID ONLY WHEN CERTIFICATE IS PURCHASED/INVOICED

The cost of any tire includes any wheel weights used in the balancing of the tire.