



TrustPoint

CONTRACT NUMBER: _____

VEHICLE PROTECTION PLAN COVERAGE MAINTENANCE PROTECTION PLAN

DECLARATION PAGE

PURCHASER INFORMATION		
NAME	PHONE NUMBER	EMAIL ADDRESS
MAILING ADDRESS	CITY	STATE ZIP

DEALERSHIP/SELLER INFORMATION			
NAME	PHONE NUMBER		
MAILING ADDRESS	CITY	STATE	ZIP

CONTRACT INFORMATION				
PACKAGE	CONTRACT TERM (WHICHEVER COMES FIRST)		CONTRACT EXPIRATION (WHICHEVER COMES FIRST)	
	MONTHS	MILEAGE	DATE	MILEAGE
	CONTRACT DATE		CONTRACT SALES PRICE	DEDUCTIBLE

VEHICLE INFORMATION			
VIN		CURRENT ODOMETER READING	
YEAR	MAKE	MODEL	VEHICLE PURCHASE PRICE
LIENHOLDER			

PURCHASER ACKNOWLEDGMENT			
THE PURCHASE OF THIS PRODUCT IS NOT REQUIRED AS A CONDITION TO OBTAIN FINANCING OR TO PURCHASE OR LEASE YOUR VEHICLE. Please read the explanation of the coverage. You've selected for purchase and the terms of the Warranty so You fully understand what coverage is provided to You for Your Vehicle. The Provider guarantees there will be sufficient funds to cover any and all valid claims. Trust Point Administrators LLC is only the Administrator of this Warranty.			
Customer Signature: _____		Date: _____	
Dealer Signature: _____		Date: _____	

I. DEFINITIONS

1. **Obligor, We, Us, and Our** means TrustPoint Administrators, LLC, **732 S 6th St Ste R, Las Vegas, NV 89101, (866) 211-6977**, unless otherwise stated in the state specific language.
2. **Administrator** means TrustPoint Administrators, LLC, **732 S 6th St Ste R, Las Vegas, NV 89101, (866) 211-6977**.
3. **Agreement**: This **Agreement** is a contract between **You** and **Us** and includes these terms and conditions and the Declaration Page.
4. **Agreement Term**: means the number of Months (selected in the Declaration Page) the **Agreement** is in force provided the appropriate fee is paid and received by **Us**.
5. **Cost** means the reasonable and customary charges for parts and labor necessary to repair or replace the parts covered. These charges shall not exceed the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time publications.
6. **Agreement Price** means the amount **You** paid for this **Agreement** shown on the front of this **Agreement**.
7. **Agreement Purchase Date** means the date **You** purchased this **Agreement**.
8. **Aggregate** means the total dollar amount of all pending and paid Claims.
9. **Commercial Use** means any Vehicle used for the business purpose of providing rideshare services (Uber, Lyft, etc.), farming or ranching, pushing, pulling, or hauling material of any kind, route work, job site activities, service or repair work, or has been issued commercial plates in the state in which it is titled, or is used for a commercial enterprise. Vehicles used commercially for snow removal must be equipped with factory installed or factory authorized snowplow package. Usage must not exceed manufacturer's ratings and/or limitations. Commercial Use does not include the following which are excluded from Coverage under this **Agreement** irrespective of whether the Commercial Use Option is selected: a Vehicle used for the purpose of rental, taxi, limousine or shuttle; a Vehicle equipped with a dump bed, cherry picker, lifting or hoisting equipment; a police, emergency service, or a Vehicle with a municipal tag; a Vehicle used for principally off-road use, prearranged or organized racing or competitive driving.
10. **Contract** means this Vehicle Service Contract including the Registration Page and Terms & Conditions.
11. **Dealer/Seller** means the dealer from whom **You** purchased this **Agreement** shown on the front of this **Agreement**.
12. **Deductible** means the amount **You** must pay for covered repairs per visit.
13. **Miles** means the number of **Miles** shown on the front of this **Agreement**.
14. **Months** means the number of **Months** shown on the front of this **Agreement**.
15. **Registration Page** means the Registration Page of this **Agreement**.
16. **Vehicle/Covered Vehicle** means the covered car or truck shown on the front of this **Agreement**.
17. **Warranty** means the covered services listed in Section II of this **Agreement**.
18. **You** and **Your** mean the customer (private individual) shown on the front of this **Agreement**, or an eligible person to whom this **Agreement** has been properly transferred.

II. SCHEDULE OF COVERAGES

Coverage is limited to the maintenance actions listed below.

A. Maintenance

Maintenance Coverage	Benefit	Frequency
Oil Changes (2 Per Calendar Year)	\$75	2 Per Calendar Year
Brake Pads/Shoes	\$150	One Time
Annual Alignment Check	\$25	Annual
Annual Tire Rotation	\$30	Annual
Annual Engine Diagnostic	\$50	Annual
Battery	\$150	One Time
Annual Safety Inspection	\$50	Annual
Wiper Blades	\$30	One Time

Cooling System Maintenance	\$100	One Time
Transmission Flush/Service	\$100	One Time
Annual Roadside Assistance	\$100	Annual

III. EXCLUSIONS – WHAT THIS AGREEMENT DOES NOT COVER

This Agreement excludes the following parts and services:

1. **General Exclusions:** This Agreement DOES NOT COVER OR PAY FOR ANY (1) consequential loss or damage whatsoever, including loss, damage or injury to person or property resulting from the failure of any parts of Your Vehicle, the Replacement of which are covered under the terms and conditions of this Agreement; (2) You rent Your Vehicle to someone else; (3) Your Vehicle is used for Commercial Use (4) Your Vehicle is used for snow plowing, competition or speed events; (5) Your Vehicle is modified from the Manufacturer's original specifications regardless by whom or when the modifications were made; (6) For fraudulent representations to obtain this Agreement or when presenting a request for Repair under this Agreement; (7) Any damage that occurs outside the United States, Alaska, Hawaii or Canada; (8) Pre-Existing Condition(s); (9) Any repair, replacement or services performed without the Administrator's prior authorization unless outside of regular business hours; (10) And for costs covered by any Warranty, insurance policy or any other guarantee, regardless of whether they honor such a warranty or guarantee.

WE EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE UNDER THIS AGREEMENT.

IV. TERMS AND CONDITIONS

This Agreement is subject to the following terms and conditions. **No alterations, changes or waivers of provisions may be made to this Agreement.** The benefits available under this Agreement are strictly provided to You for repairs to the covered services listed under Section II(A) of this Agreement.

1. This Agreement is between You and the **Obligor** and applies only to the Vehicle identified in the Declaration Page under the Vehicle Information section. In no event shall the **Administrator** be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the repairs performed under this Agreement.
2. **Agreement Period** - The Agreement Term begins on the Agreement Purchase Date (effective date) and expires on the passing of the number of months selected, subject to any applicable **Waiting Period**.
3. **Arbitration** - You agree that all individual, class action or other claims arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, in equity or otherwise, are subject, at Your, Our, or the Administrator's election, to neutral binding arbitration.
4. **Limit of Liability** - This Agreement is for the sole benefit of You (the purchaser named on the Declaration Page) and applies only to the Vehicle. In no event shall the Administrator be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the repairs performed under this Agreement. In no event, will Our liability will exceed the limits indicated in Section II.
5. **Odometer** – Your odometer must function and display at all times. A non-working odometer, odometer display or cluster containing the odometer, or odometer that has been stopped, altered or misrepresents the actual mileage voids the Agreement without cancellation. No refund will be paid.
6. You are responsible for properly maintaining the Vehicle in accordance with the manufacturer's specifications and to protect against further damage from continued operation.
7. **Coverage** is limited to the repair or replacement of stated components.
8. **Reimbursement** of a covered service in Section II must occur while the Agreement is in force.
9. **Administrator** will reimburse You via check for approved services listed in Section II of this Agreement. It is your responsibility upon filing the claim to ensure Your address is correct for the mailing of the reimbursement check.
10. You must provide your Agreement number when contacting the Administrator.
11. The Dealer/Seller is not an agent of the Administrator.
12. **Subrogation:** If You receive benefits under this Agreement and You have a right to recover from another party including, without limitation, any manufacturer, insurance company or service agreement provider who may be responsible to You for Costs, Repairs or Services under this Agreement, Your rights to recover automatically become Our rights to recover. If We ask, You agree to cooperate with Us in any matter concerning this Agreement or, to enforce Our rights.
13. You are covered during the **Agreement Term**. This Agreement applies only to repairs occurring within the continental United States of America, Alaska, Hawaii or Canada.

PRIVACY POLICY: It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at TrustPointAuto.com/PrivacyPolicy. It is understood that upon the purchase of this Agreement, You accept Our privacy policy located at TrustPointAuto.com/PrivacyPolicy.

V. CLAIM PROCEDURES

Filing a Claim – You are responsible for all expenses and repair costs if it is determined that the Services reported is not covered under this Agreement. You must take the following steps to file a claim:

1. Contact the Administrator's claim center calling (866) 211-6977. The claim center will initiate a claim and issue you a claim number. Claims may also be filed online at www.trustpointauto.com.
2. The Administrator will approve or deny your claim based on the terms of this Agreement and the approved services listed in Section II of this agreement.
3. Payment of Claims - To obtain a reimbursement payment for a covered service, you must meet the terms of this Agreement and a reimbursement check will be mailed to you upon verification of the services performed. This may be verified via confirmation of a receipt or paid invoice for the services performed or in other methods the Administrator deems reasonable. The Administrator may also reimburse You for claims in another reasonable method such as ACH or direct payment to a vendor for the services listed in Section II.
4. A claim may be submitted by You up to 90 days from the receipt of the payment for these services and as long as the Agreement was in effect at the time of the service the Administrator will approve the claim if You meet the terms of this Agreement.

VI. CANCELLATION OF THIS AGREEMENT

In the event the **Covered Vehicle** is repossessed, declared a total loss, or **You** give notice of cancellation, the **Agreement** shall terminate.

Cancellation by You: You will be entitled to a full refund of the **Agreement** Purchase Price, if: (1) You provide a written notice of cancellation to the **Dealer/Seller** or **Administrator** within the first thirty (30) days after the **Agreement** Purchase Date; and (2) We have not paid out a claim under this **Agreement**. If You provide a written notice of cancellation to the **Dealer/Seller** or **Administrator** after the first thirty (30) days from the **Agreement** Purchase Date, or if We or the Lienholder cancel this **Agreement** at any time, You will be entitled to a pro-rated refund of the **Agreement** Price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total time in the **Agreement**, less a cancellation fee of fifty dollars (\$50), and the amount of claims paid under this **Agreement**. The written notice of cancellation under this provision must include a signed and notarized odometer statement. In the event of a cancellation, the Lienholder, if any, will be named on the refund check, and in the event of a cancellation upon repossession, the sole payee. Important: Any claim incurred or paid will be deducted from the amount of the cancellation refund.

Cancellation by Us: We may only cancel this **Agreement** for non-payment, material misrepresentation, or fraud by **You**. If We cancel this **Agreement**, notice outlining the specific nature of reason for cancellation will be mailed to **You**, at **Your** last known address, and the validity of the **Agreement** will cease no more than five (5) days from the postmark date of such notice. You will not receive a refund. We are liable for any claim reported if the claim is reported and approved prior to the effective date of cancellation and is covered by the **Agreement**. In the event of a cancellation, the Lienholder, if any, will be named on the refund check and, in the event of a cancellation upon repossession, the sole payee.

NOTE: This **Agreement** is non-renewable.

VII. TRANSFER OF THIS AGREEMENT

This Agreement is not transferable.

VIII. ARBITRATION

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND **YOUR** RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT **YOU** MAY HAVE IN THE FUTURE RELATING TO THIS **AGREEMENT** AND **YOUR** DEALINGS WITH **US** MUST BE RESOLVED THROUGH BINDING ARBITRATION.

1. Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration Provision, **You** and **Us** (the "Parties") are waiving our right to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision.
2. The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this **Agreement** by binding arbitration, including but not limited to Claims related to the underlying transaction giving rise to this **Agreement**, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope

and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. By signing this **Agreement**, **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under this **Agreement** between or among the Parties.

3. **YOU AGREE AND HEREBY EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO LITIGATE IN SMALL CLAIMS COURT, STATE, COUNTY OR FEDERAL COURT ANY CLAIM ON A CLASS-ACTION BASIS OR IN ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING AS EITHER A REPRESENTATIVE OR MEMBER OF A CLASS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO OTHERWISE PURSUE ANY CLAIM IN A CLASS-ACTION IN SMALL CLAIMS, STATE, COUNTY OR FEDERAL COURT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, ANY DISPUTE REGARDING THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER PROHIBITING YOU FROM PARTICIPATING IN OR FILING A CLASS-ACTION IN ANY COURT SHALL BE DETERMINED EXCLUSIVELY BY A COURT.**
4. The arbitration shall be administered by the American Arbitration Association (“AAA”). The arbitration shall be governed pursuant to the AAA Consumer Arbitration Rules (the “Code”). The arbitration will take place before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. **You** have a right to attend the arbitration hearing in person. You may choose to have any arbitration hearing held in the county that **You** live in, the closest AAA location to **Your** residence, or via telephone. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at www.adr.org or call (800) 778-7879.
5. If **You** initiate arbitration with AAA, **You** must pay any AAA filing fee in effect at the time **You** initiate arbitration. **We** will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses and all remaining, reasonable professional fees for the arbitrator’s services. If **We** initiate arbitration against **You**, **We** will pay **Your** filing fee and all costs associated with the arbitration. **We** shall bear the expense of **Your** reasonable and actual attorney’s fees, as determined by the arbitrator, regardless of which party prevails in the arbitration; provided however, in the event the arbitrator determines one or more of **Your** Claims to be frivolous, **You** shall bear all of **Your** own expenses, including all attorney’s fees.
6. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.
7. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court rather than in arbitration.
8. **NOTHING HEREIN IS INTENDED OR SHOULD BE CONSTRUED AS CONSENT TO CLASS-ACTION OR REPRESENTATIVE ARBITRATION. BY SIGNING THIS AGREEMENT, THE PARTIES AGREE AND ACKNOWLEDGE THAT THERE IS NO AGREEMENT OF ANY KIND BETWEEN THE PARTIES TO CONDUCT ANY ARBITRATION ON A CLASS- ACTION OR COLLECTIVE BASIS, BY YOU AS A REPRESENTATIVE OF OTHERS, A PRIVATE ATTORNEY GENERAL OR A MEMBER OF A CLASS. THE PARTIES COLLECTIVELY AND YOU, INDIVIDUALLY, ACKNOWLEDGE AND DO NOT AGREE TO ARBITRATION OF ANY CLAIM HEREUNDER ON A CLASS-ACTION, COLLECTIVE OR REPRESENTATIVE BASIS UNDER ANY CIRCUMSTANCES.**
9. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding **Your** waiver of class-action rights or the Parties’ acknowledgement of no agreement as to class arbitration are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety.
10. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this **Agreement** or any prior agreement, this Arbitration Provision governs.
11. **YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US VIA CERTIFIED MAIL WITHIN THIRTY (30) DAYS OF THE EXECUTION OF THIS AGREEMENT.**

X. STATE SPECIFIC DISCLOSURES

ARIZONA: Within the Declaration Page and Definition Section of this Agreement, the following is added: the time and mileage of a waiting period (if applicable) in coverage will be added to the end of the coverage term of the Agreement, and any terms that govern renewal of the Agreement. Nothing in this section prevents, limits, or waives Your rights to file a complaint against Us, or seek remedy available thereto, with the Arizona Department of Insurance. CANCELLATION section is amended as follows: A fifty-dollar (\$50) cancellation fee is applicable. You may cancel this Agreement by submitting a written request to the Dealer/Seller containing a copy of Your Agreement and the current mileage on Your Vehicle. During the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price with no deductions for any claims or pending claims. After the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You a pro-rated amount of the Agreement Purchase Price, based on the lesser of the months or miles remaining, less a cancellation fee of the lesser of fifty dollars (\$50) or ten percent (10%) of the purchase price. We may not cancel or void this Agreement or any provisions of this Agreement due to (1) Our acts or omissions in failing to provide correct information

or to perform services or repairs in a timely, competent, and workmanlike manner, (2) prior use or unlawful acts relating to the covered parts, (3) Our misrepresentation, and (4) ineligibility of parts for coverage under the program. Pre-Existing Condition(s) are not excluded if such conditions were known or should have been known by Us or the Dealer/Seller selling the **Agreement** on Our behalf. Under the **Exclusions** Section, the following is added: **All exclusions only apply to occurrences after the Agreement Sale Date. Pre-Existing Condition(s) are not excluded, if such conditions were known or should have been known by Us or the Selling Dealer of the Agreement on Our behalf.** The ARBITRATION section is amended to include nothing in this section prevents, limits, or waives **Your** rights to file a complaint against **Us** or seek remedy available thereto, with the Arizona Department of Insurance and Financial Institutions, Consumer Protection Division, 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007, Tel: (602) 364-2499; www.difi.az.gov. Under Section IX. Insurance Company statement, the following language is modified as follows: **This Agreement specifically excludes Us and Administrator from liability for incidental or consequential damages occasioned by use of the products.**

IDAHO: Coverage afforded under this **Agreement** is not guaranteed by the Idaho Insurance Guarantee Association.

UTAH: Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. CLAIMS PROCEDURES section is amended as follows: If You fail to give any notice or file any proof of loss required by this Agreement within the time specified in this Agreement, it does not invalidate a claim made by You if You show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss was filed as soon as reasonably possible. CANCELLATION section is amended as follows: We may cancel this Agreement for one of the following reasons:

(a) Nonpayment

(b) Material misrepresentation (c) Substantial change in risk (d) Substantial breaches of contractual duties

If We cancel this Agreement, We will provide written notice of cancellation, including the actual reason for the cancellation, to the last known mailing address at least:

1. Ten (10) days before the effective date of cancellation if canceled for non-payment of the Agreement Purchase Price;
2. Forty-five (45) days before the effective date of cancellation if canceled for any other reason.

Payment Terms: This Agreement can be purchased by using Cash/Credit Card or Financed as part of Your Vehicle loan/lease.