



## VEHICLE PROTECTION PLAN COVERAGE VEHICLE THEFT PROTECTION

### 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

MAXIMUM BENEFIT	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

**PURCHASE OF THIS PRODUCT IS OPTIONAL AND IS NOT REQUIRED IN ORDER TO FINANCE, LEASE, OR PURCHASE A MOTOR VEHICLE.** \_\_\_\_\_

Initial

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. TrustPoint Administrators, LLC is only the Administrator of this Warranty.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Dealer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## I. DEFINITIONS

1. **Administrator / Warrantor (“We/Us/Our”)**: TrustPoint Administrators, LLC, 732 S 6<sup>th</sup> St Ste R, Las Vegas, NV 89101, (866) 211-6977, unless otherwise stated in the state specific language.
2. **Warranty Holder (“You/Your”)**: The purchaser listed on the Declaration Page.
3. **Agreement / Limited Warranty**: These terms and conditions and the Declarations Page.
4. **Theft Protection Product (“Product”)**: The anti-theft device, system, or service professionally installed or applied to Your Vehicle.
5. **Vehicle**: The covered vehicle listed on the Declaration Page.
6. **Date of Loss**: The date of theft as established by the police report.
7. **Total Loss**: The Vehicle was stolen and not recovered within thirty (30) days of the Date of Loss, or the Vehicle was recovered within thirty (30) days, and the Limited Warranty Holder’s Vehicle has been declared a Total Loss as direct result of damages due to the theft.
8. **Actual Cash Value (ACV)**: Retail value per J.D. Power Used Car Guide.
9. **Maximum Benefit**: Amount stated on the Declaration Page, subject to state-specific caps.
10. **Finance Agreement**: The financial institution extending the loan/lease amount to **You** under a term of a loan.

## II. COVERAGE

**Coverage** - If the **Product** fails to prevent theft during the contract term and the **Vehicle** is declared a **Total Loss**, **We** will reimburse **You** not to exceed the stated **Maximum Benefit** amount stated on the **Declaration Page**. If the **Vehicle** is stolen and recovered within 30 days, **We** will reimburse **You** for any damages to the **Vehicle** as a result of the theft not to exceed the **Maximum Benefit** amount stated on the **Declaration Page**.

## III. EXCLUSIONS – WHAT THIS AGREEMENT DOES NOT COVER

No coverage will be provided for:

1. **TOTAL LOSS THAT DID NOT OCCUR DURING THE TERM OF COVERAGE STATED IN THIS WARRANTY.**
2. **ANY CLAIM THAT IS FILED MORE THAN 45 DAYS AFTER THE POLICE CONFIRMATION DATE OR ADMINISTRATOR’S INSPECTION DATE, AS OUTLINED IN THE HOW TO MAKE A CLAIM SECTION OF THIS LIMITED WARRANTY.**
3. **ANY LOSS RESULTING FROM ANYTHING OTHER THAN THE THEFT OF A COVERED VEHICLE.**
4. **ANY CLAIM, IF NO POLICE REPORT IS FILED FOR THE THEFT OF A COVERED VEHICLE.**
5. **THEFT BY FAMILY MEMBERS, EMPLOYEES, OR ANYONE WITH KEY ACCESS.**
6. **VEHICLES LEFT UNLOCKED OR WITH KEYS INSIDE.**
7. **FRAUD, MISREPRESENTATION, OR ILLEGAL ACTS.**
8. **VEHICLES USED FOR RIDESHARE, COMMERCIAL, GOVERNMENT, EMERGENCY, OR LAW ENFORCEMENT PURPOSES.**
9. **LOSSES OUTSIDE THE U.S.**
10. **ANY DAMAGE CAUSED BY ACTS OF NATURE INCLUDING, BUT NOT LIMITED TO: FALLING OBJECTS, EXPLOSIONS, LIGHTNING, EARTHQUAKES, HURRICANES, TORNADOES, HAIL, FIRES, WINDSTORMS, WATER, FLOODS, SUBMERSION, FREEZING TEMPERATURES, ACTS OF GOD, NATURAL DISASTERS, ETC.**
11. **THE ADMINISTRATOR AND WARRANTOR ASSUME NO LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS LOSS OF TIME OR USE, INCONVENIENCE, COMMERCIAL LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE OR ANY DAMAGE TO: YOUR VEHICLE, YOUR PERSONAL ITEMS LEFT IN YOUR VEHICLE, OR YOUR PROPERTY. ANY CLAIMS FOR DAMAGE MUST BE FILED AGAINST THE SERVICE PROVIDER AND/OR REPAIR FACILITY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

## 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** according to the terms of the **COVERAGE**.

1. This **Agreement** is between **You** and the **Warrantor** and applies only to the **Vehicle** identified in the **Declaration Page** under the Vehicle Information section.
2. **Agreement Period** - The **Agreement** Term begins on the Agreement Purchase Date (effective date) and expires on the earlier of the passing of the number of months or miles selected.

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** - **NOT ALL VEHICLES QUALIFY FOR COVERAGE UNDER THIS LIMITED WARRANTY. IF YOU ARE PROVIDED THIS LIMITED WARRANTY IN ERROR (INCLUDING, BUT NOT LIMITED TO, ANY MISREPRESENTATION BY THE DEALER TO YOU), THE ADMINISTRATOR SHALL NOT BE LIABLE FOR ANY CLAIMS, UNDER THE TERMS AND CONDITIONS HEREIN. FOR ALL ELIGIBLE VEHICLES, THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF THE ADMINISTRATOR'S RESPONSIBILITIES. NEITHER THE WARRANTOR NOR THE ADMINISTRATOR SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL/SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACTS OR OMISSIONS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE WARRANTOR NOR THE ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY, OR DEALER REPRESENTATIVE, OR MANUFACTURER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS LIMITED WARRANTY.**
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** must provide your **Agreement** number when contacting the **Administrator**.
7. The **Dealer/Seller** is not an agent of the **Administrator**.
8. **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.
9. **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](http://TrustPointAuto.com/PrivacyPolicy). It is understood that upon the purchase of this **Agreement**, **You** accept **Our** privacy policy located at [TrustPointAuto.com/PrivacyPolicy](http://TrustPointAuto.com/PrivacyPolicy).

#### **V. CLAIM PROCEDURES**

**Filing a Claim** – **You** must take the following steps to file a claim:

1. **Contact the Administrator's claim center by calling (866) 211-6977. The claim center will initiate a claim and issue you a claim number.**
2. **Provide the Administrator with:**
  - i. **Copy of this Agreement or Agreement number.**
  - ii. **Police report(s).**
  - iii. **Any additional documentation reasonably requested by the Administrator to verify the occurrence, date, and circumstances of the theft.**
3. **ADDITIONAL:** Claims may also be filed online at [www.trustpointauto.com](http://www.trustpointauto.com).

#### **VI. CANCELLATION AND TRANSFER OF THIS AGREEMENT**

This Agreement may not be cancelled or assigned by **You**. **We** may **ONLY** cancel this **Limited Warranty** under the following conditions: (i) If the **Product** purchase price has not been paid; (ii) A material misrepresentation by **You** to the **Dealer** or **Us**; (iii) fraud by **You** related to the purchase of the **Product** or a claim made under this Limited Warranty. Only the **Vehicle** listed on the **Declaration Page** is covered.

#### **VII. 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](http://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.**

#### **VIII. INSURANCE STATEMENT**

**Our** obligations under this **Agreement** are insured under an insurance policy issued by Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at (866) 539-2547.

In the event the **Obligor** fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at (866) 539-2547.

This **Agreement** specifically excludes Us and Administrator from liability for incidental or consequential damages occasioned by use of the products. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exception may not apply to you. No express rights are given under the warranty except for those specifically described herein. This **Agreement** gives you specific legal rights and you may also have other rights, which vary from state to state.

#### **IX. STATE SPECIFIC DISCLOSURES**

**CONNECTICUT:** Within the ARBITRATION section, the following is added: “We are required to make reasonable efforts with You to resolve disputes. If unresolved, You may file a written complaint with the Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs.”

**HAWAII:** Unresolved complaints concerning the Warrantor or questions concerning regulation may be addressed to the Hawaii Insurance Division, Department of Commerce and Consumer Affairs, P.O. Box 3614, Honolulu, HI 96811-3614, (808) 586-2790.

**IDAHO:** Within the INSURANCE STATEMENT section, the following is added: “Coverage afforded under this Agreement is not guaranteed by the Idaho Insurance Guaranty Association.”

**MASSACHUSETTS:** THIS AGREEMENT IS A PRODUCT WARRANTY AND IS NOT INSURANCE.

**MISSISSIPPI:** This Agreement is regulated by the Mississippi Motor Vehicle Commission, 1755 Lelia Drive, Suite 200, Jackson, MS 39216, (601) 987-3995.

**NEW JERSEY:** THIS AGREEMENT IS A PRODUCT WARRANTY, NOT INSURANCE, AND IS UNDER THE PURVIEW OF THE DIVISION OF CONSUMER AFFAIRS. The product offered is a Limited Warranty and is separate and distinct from any product or service warranty provided by a manufacturer, importer, or seller. Questions may be directed to the Division of Consumer Affairs, 124 Halsey Street, Newark, NJ 07101, (973) 504-6200, [www.njconsumeraffairs.gov](http://www.njconsumeraffairs.gov). Questions about the reimbursement insurance policy may be directed to **Lexington National Insurance Corporation**, 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at (866) 539-2547.

**OHIO:** This Agreement is not subject to the insurance laws of the State of Ohio and may not include all the benefits or protections of an insurance policy that includes theft coverage issued by an insurer authorized to do business in Ohio.

**OREGON:** Within the CLAIM PROCEDURES section, the following is added: “If You do not receive satisfaction under this Agreement, You may contact the Oregon Department of Consumer & Business Services, Consumer Advocacy Unit, 350 Winter Street, Room 440, Salem, OR 97301, or toll-free at (888) 877-4894.”

**SOUTH CAROLINA:** Within the COVERAGE section, the following is added: “This Agreement is not insurance, and payments or reimbursements under this Agreement may not exceed five thousand dollars (\$5,000). Questions or complaints may be directed to the South Carolina Department of Insurance, 1201 Main Street, Suite 1000, Columbia, SC 29201, (803) 737-6180.”

**UTAH:** Obligations of the Warrantor under this vehicle protection product warranty are guaranteed under a reimbursement insurance policy. Should the Warrantor fail to pay on any claim within sixty (60) days after proof of loss has been filed, the warranty holder is entitled to make a claim directly against the Insurance Company identified above. This vehicle protection product warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. The Warrantor under this vehicle protection product warranty will reimburse the warranty holder as specified in the warranty if, following the theft of the vehicle, the stolen vehicle is not recovered within a time period specified in the warranty, not to exceed thirty (30) days after the day on which the vehicle is reported stolen. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. Payment for this product will be made by the purchaser to the Selling Producer, either directly or as part of the vehicle financing. Payment may be made by cash, check, debit/credit card, or through inclusion in the vehicle financing. The Selling Producer is responsible for remitting payment to the Administrator.

**VIRGINIA:** Within the CLAIM PROCEDURES section, the following is added: “If any promise is denied or not honored within sixty (60) days, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.”

**WASHINGTON:** Within the DEFINITIONS section, the term “Limited Warranty” is replaced with “Protection Product Guarantee” and “Warrantor” is replaced with “Protection Product Guarantee Provider.” This Agreement is regulated under Chapter 48.110 RCW, and as a Protection Product Guarantee holder, You may file directly with **Lexington National Insurance Corporation**, 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at (866) 539-2547, for payment or performance due under this Guarantee.