

Table of Contents

I. MEMBER & ASSET DETAILS.....	1
TABLE OF CONTENTS.....	3
II. INTRODUCTION AND PARTIES INVOLVED.....	4
A. Use.....	4
B. Parties.....	4
C. Contact.....	4
D. Definitions.....	4
E. Appendices and Related Documents.....	5
III. DESCRIPTION OF SERVICES.....	6
A. Entitlements And Benefits.....	6
1. Vehicle Repair Coverage.....	6
2. Finalstretch™.....	6
3. No-Claim Cash Back.....	6
4. Towing Reimbursement.....	6
5. Extended Repair Benefit.....	6
6. Total Loss Recovery.....	6
B. Deductible.....	6
C. Limitations.....	6
1. Initial Failure and Progressive Damage.....	6
2. Limits Of Liability and Participation.....	7
3. Other Limitations.....	7
D. Exclusions.....	7
IV. SUBSCRIPTION TERMS.....	8
A. Agreement Period.....	8
B. Initiation Period.....	8
C. Renewal.....	9
E. Subscription Changes.....	9
F. Data Privacy and Security.....	9
V. PAYMENT TERMS.....	10
A. Currency.....	10
B. Fee Structure.....	10
C. Payment Schedule.....	10
D. Accepted Payment Methods.....	10
E. Automated Payment Retry Upon Unsuccessful Payment.....	10
F. Non-Payment Consequences.....	10
VI. CANCELLATION AND TERMINATION POLICIES.....	10
A. General Cancellation Policies.....	10
B. Voluntary Cancellation.....	11
C. Cancellation Due to Total Loss or Repossession.....	11
D. Involuntary Cancellation.....	11
VII. CLAIMS INFORMATION AND PROCESS.....	11
A. General Claim Information.....	11
B. Claims Procedure.....	11
1. Breakdown.....	11
2. Pre-Repair.....	11
3. Adjudication & Repair Authorization.....	12
4. Post-Repair.....	12
5. Payments.....	12
VIII. MISCELLANEOUS PROVISIONS.....	12
A. Vehicle Roadworthy Promise.....	12
B. Maintenance Requirements.....	12
1. Compliance with OEM Specifications.....	12
2. Service Provider Requirements.....	12
3. Maintenance Tolerance and OEM Extended Intervals.....	13
C. Dispute Resolution.....	13
D. Automatic TruckClub™ Membership Enrollment.....	13

I. INTRODUCTION AND PARTIES INVOLVED

- A. Use:** This subscription *Agreement* is intended exclusively for commercial use and is only available to active TruckClub™ Members. The services and protections offered under this *Agreement* are designed for businesses and are not applicable to individual consumers purchasing goods or services for personal, family, or household use. Note: *TruckClub™* will automatically enroll any party entering this *Agreement* if they are not an active *TruckClub™* Member, see [VIII.D](#) for details.
- B. Parties:** This *Agreement* is between the *Authorized Administrator* and the *Member*, listed in section [I.A](#), for the *vehicle* as described in section [I.D](#).
- C. Contact:** These contact channels are dedicated to providing support and addressing needs promptly.
1. For *claim*-specific issues, please contact *Us* directly via **email:** claims@truckclub.com, **phone:** 737-637-4855; **website chat:** <https://www.truckclub.com/claims>; or **mobile app:** TruckBuddy™.
 2. For general inquiries, *You* may reach TruckClub Group Inc. by **phone:** 737-637-4855; **email:** members@truckclub.com; **Mail:** 1606 Headway Cir, suite 9243, Austin, TX 78754-5152; **website:** <https://www.truckclub.com>; or **mobile app:** TruckBuddy™.
- D. Definitions:** *items written in italics throughout this Agreement are defined in this section.*
1. ‘**ACV**’ refers to the actual cash value at any given time; ‘**pre-claim ACV**’ is the value of the *vehicle* 1 minute before the current failure. The ACV is determined by reputable online services such as The Truck Blue Book®.
 2. ‘**Agreement**’ refers to this specific limited TruckProtect™ *plan* selected, purchased, and entered into by the *Member* and approved by the *Authorized Administrator*.
 3. ‘**Agreement Date**’ refers to the date on which this *Agreement* begins.
 4. ‘**Assembly**’ refers to a specific grouping of interrelated *parts* within a *vehicle*, as defined by the Vehicle Maintenance Reporting Standards (VMRS) structure established by the Technology & Maintenance Council (TMC). An *assembly* forms a *part* of a larger ‘*system*’ (identified by a VMRS Code Key 33) and is designated by its unique two-digit code (known as Code Key 34 in VMRS terminology). An *assembly* encompasses *parts* that function together to perform a specific task or operation within a *system*.
 5. ‘**Authorized Administrator**, ‘**Us**, ‘**We**,’ and ‘**Our**’ refer to TruckClub Group Inc. (see [II.B](#) for details).
 6. ‘**Breakdown**’ or ‘**Failed**’ is when an *OEM* or equivalent *LKQ part(s)* covered by this *Agreement* no longer performs the function intended by the *OEM* and surpasses the *OEM*’s tolerable limits. The failure must have occurred under operation as intended by the *OEM*, within the *OEM*’s tolerable limits, and with the *part* receiving maintenance as suggested by the *OEM* and this *Agreement*. It does not mean a gradual reduction in operating performance due to normal *wear* and use when the *part* is within the manufacturer’s tolerance or specifications. A *part* will be deemed failed upon *wear-out*.
 7. ‘**Claim**’ refers to the *Authorized Administrator*’s review and resolution of an initial failure and the totality of its damage. Each unique occurrence of a *breakdown* can only be associated with one claim.
 8. ‘**Per-Claim Claim Aggregate Limit of Liability**’ refers to the maximum *We* will pay per *claim*(see section [III.C.2.ii](#) for details).
 9. ‘**Cost**’ refers to the normal and reasonable charge(s) for *part(s)* and labor required to repair/replace the *part(s)* covered by the *Members*’ selected *plan* and this *Agreement*. Unless otherwise pre-approved by the *Authorized Administrator*, these charges shall not exceed the *MSRP*, \$175/hr labor rate, and nationally recognized labor time schedules (such as Mitchell1).
 10. ‘**Coverage Class**’ specifies the coverage for the *initially failed part* and *progressive damage* resulting from it.
 11. ‘**Covered Claim**’ refers to a *claim* for which the *Authorized Administrator* has deemed participation of an amount greater than zero US dollars is justified for the *cost(s)* associated with repair or replacement of covered *part(s)* in accordance with this *Agreement*.
 12. ‘**Deductible**’ is the portion of the *eligible claim amount* that the *Member* is responsible for paying (see section [III.B](#)).
 13. ‘**Eligible Claim Amount**’ is the sum of the total *cost* for the repair or replacement of *parts*, labor, services, and *plan* benefits deemed eligible for participation by the *Authorized Administrator* under the terms of this *Agreement*, before consideration of the *deductible* or *claim limits of liability*. This amount does not include any *parts*, labor or services the *Authorized Administrator* has deemed not covered by this *Agreement*.
 14. ‘**Failure reason**’ refers to the root cause or explanation for why an *initial part failed* or no longer functions as intended. The failure reason involves identifying the specific factor(s) or condition(s) that lead to the malfunction, or *breakdown*.
 15. ‘**Good Standing**’ means no past due outstanding balances with valid payment options on file and authorized for recurring payments, and the *subscription* is not in a *suspended* state or suspected of fraudulent activity.
 16. ‘**Impaired vehicle**’ is when the *vehicle* no longer functions normally and without intervention, within the *OEM*’s tolerable limits. This includes but is not limited to defects or failures that manifest with abnormal sounds, sensor failure, warning lights, CEL or MIL lights, abnormal oil, coolant, or fuel consumption; regardless of whether the *Member* notices them.
 17. ‘**Initially failed part**’ refers to the very first *part* that fails in the sequence of total failures.
 18. ‘**LKQ**’ refers to Like, Kind, and Quality and may include aftermarket or remanufactured *OEM parts*.
 19. ‘**Mileage**, ‘**Miles**, ‘**Kilometers**,’ and “**hours**” refers to the unit of measure for the actual distance *Your vehicle* or unit has traveled or run as recorded by the unaltered odometer and/or electronic control module (ECM).

20. **'Member,' 'you,' and 'your'** refer to the individual listed in the Member Information section (I, A) of this *Agreement*.
21. **'MSRP'** refers to the *OEM* or Manufacturer's Suggested Retail Price.
22. **'Net Claim Amount'** The total amount the *Authorized Administrator* will pay towards a *claim* equal to the *eligible claim amount* minus the *Members deductible*, up to a maximum of the selected *plan's* limits of liability.
23. **'Non-Covered Part'** refers to a *part* or failure not covered by the selected *plan*, including but not limited to: a declined *part*, non-listed *part*, *part* coverage limitation (see section III.C) or coverage exclusion as outlined in this *Agreement*. **'Non-Listed Part'** refers to a *part* for which *We* do not offer coverage. **'Declined Part'** Any *part* for which *We* offer coverage, but the *Member* did not purchase.
24. **'OEM'** and **'Original Equipment Manufacturer'** refer to the company that manufactured a *part*.
25. **'Part'** is identified as an individual *part* of a *vehicle*, as classified under the Vehicle Maintenance Reporting Standards (VMRS) structure, governed by the Technology & Maintenance Council (TMC). A *part* is a singular element that forms a portion of an *'assembly'* (defined by VMRS Code Key 34), which is *part* of a broader *'system'* (identified by VMRS Code Key 33). Each *part* is assigned a unique alphanumeric code (called Code Key 31 in VMRS terminology), signifying its specific identity and function within an *assembly*.
26. **'Plan'** refers to the specific benefit offering (ie. Essential, Pro, and Elite) and optional coverage(s) (ie. APU and Hydraulic) available to, selected, purchased or enrolled in.
27. **'Progressive damage'** occurs when the *failure* of a *part* leads to damage in other *part(s)*. This *Agreement* references two types of progressive damage. The **'initial progressive damage'** is the damage that results from the *initially failed part* without further operation of the *vehicle*. **'Continued operation progressive damage'** refers to additional damage outside of the *initially failed part* and initial progressive damage that is caused by continuing to operate an *impaired vehicle* after noticing a defect or failure (including but not limited to abnormal sounds, or warning/CEL/MIL lights).
28. **'Service Center,' 'Repair Facility,' or 'Repairer,'** refer to the *OEM* dealership or a center with Automotive Service Excellence (ASE), 310T red seal, manufacturer-recognized certification, or any other service center pre-approved by *Us*.
29. **'Subscription'** Refers to the *Member's* enrollment in a TruckProtect™ *plan*, which operates on a weekly basis. Each **'Subscription Period'** lasts for seven (7) calendar days, and the subscription automatically renews at the end of each period unless *anceled* or terminated by the *Member* or the *Authorized Administrator*. An *active subscription* is required to maintain coverage and benefits as outlined in this *Agreement*.
- i. **'Active Subscription'** refers to the state of a *Member's subscription* for a *vehicle* as outlined in this *Agreement* is in *good standing*, is enrolled for automatic renewal and is not in a *suspended* or canceled state.
 - ii. **'Suspended Subscription'** refers to the state of a *Member's subscription* for a *vehicle* for which the benefits outlined in this *Agreement* are paused. The *Authorized Administrator* will not accept a new *claim* or participate in any open *claim* until the *subscription* status is restored to an *active* state.
 - iii. **'Canceled Subscription'** refers to the state of a *Member's subscription* for an enrolled plan for a *vehicle* where coverage has been terminated and benefits listed in this *Agreement* are no longer available.
30. **'Vehicle'** refers to the covered vehicle listed and described in section I.D.
31. **'VIN'**, also known as chassis or frame number, is the Vehicle Identification Number for an on-road *vehicle*. The VIN is represented by a unique 17-digit identifier given by the manufacturer at production.
32. **'Week'** refers to a seven (7) calendar day time period.
33. **'Year'** refers to a 365 calendar day period.
34. **'System'** refers to a primary category within the Vehicle Maintenance Reporting Standards (VMRS) structure, as developed and maintained by the Technology & Maintenance Council (TMC). Each 'System' (identified by a VMRS Code Key 33) represents a major functional group of *assemblies* and related *parts* in a *vehicle*.
35. **'Wear-Out,' "Wear", and "worn"** refer to a *part's* lack of ability to function as defined by the manufacturer's intended parameters. Wear-out results from normal repetitive use of the *part* within the *OEM's* tolerable limits over time.

E. Appendices and Related Documents

1. **Coverage Appendix:** Classifies *parts* within their respective *system*, *assembly*, and *coverage class* for each *plan* and optional coverage(s) outlining coverage eligibility during a *breakdown* for the *initially failed part* and any resulting *progressive damage*, for the *Members* enrolled *plan*.
2. **TruckClub™ Membership Agreement:** outlines the terms and conditions for being a Member of TruckClub™.
3. **TruckProtect™ Pre-Purchase Agreement (if applicable):** An agreement where the Member has pre-purchased a set amount of *subscription* periods from an Authorized Reseller.
4. **TruckProtect™ APU Inspection, (if applicable):** a document that must be completed by an authorized *Service Center* to assess the health of an APU for optional coverage eligibility.
5. **TruckProtect™ Initiation Period Exception Addendum, (if applicable):** a document that approves a change to the standard initiation period defined in this TruckProtect™ *Agreement*.

II. DESCRIPTION OF SERVICES

A. Entitlements and Benefits:

1. **Vehicle Repair Coverage:** The Authorized Administrator provides coverage for reasonable cost to repair or replace failed parts due to a breakdown, as defined in the 'Coverage Appendix' and in accordance with the terms of this Agreement. Coverage is based on the selected 'plan' and any 'optional coverage(s)' selected in section [1.C](#) by the Member and approved by the Authorized Administrator.
2. **FinalStretch™:** The FinalStretch™ benefit, included with the 'Pro' and 'Elite' plans, provides Members up to \$1,500 of coverage for progressive damage resulting from the continued operation of an impaired vehicle, provided the initially failed part is classified under either the 'assembly' coverage class or 'system' coverage class during a covered claim. Regardless of FinalStretch coverage, Members who minimize the continued operation of an impaired vehicle and seek a qualified service center are more likely to receive the maximum benefits from their enrolled plan.
3. **No-Claim Cash Back**
 - i. This benefit provides Members with a partial refund of their paid subscription fees if no claim payments have been issued during 52 consecutive active subscription periods. This benefit is available for all plans and can be claimed multiple times under the following conditions:
 - a. Members qualify for this benefit annually after maintaining 365 calendar days of continuous active subscription.
 - b. The Authorized Administrator must not have paid any claims, including goodwill gestures or towing reimbursements, during the eligible period. The total paid net claim payout must be zero dollars.
 - c. The Member has not received a No-Claim Cash Back for the plan during the assessed period.
 - d. The subscription must be maintained in good standing without any coverage lapses or instances of missed or late payments throughout the 52 consecutive subscription periods.
 - ii. Eligible Members will receive a cash back refund via a prepaid debit card. The refund amount is determined based on the plan in which the Member was enrolled for the majority of the previous year: **Essential Plan:** \$250; **Pro Plan:** \$450; **Elite Plan:** \$800.
4. **Towing Reimbursement:** Coverage is included with every plan and applicable for an approved covered claim. We will reimburse the Member for incurred towing expenses calculated from the site of the breakdown to the nearest service center. This benefit is limited to the enrolled plan's per-claim aggregate limit of liability and deductible.
5. **Extended Repair Benefit**
 - i. This benefit is an addition to part/labor coverage available for an approved claim and will be paid to Members with an 'Elite' plan, upon request.
 - ii. This benefit applies when the Member has an approved claim where the final invoice charges more than 15 hours of labor to repair or replace covered parts. While this benefit must be associated with an approved claim, this benefit does not affect the adjudication of the claim.
 - iii. If the final invoice shows more than 15 hours of labor to repair or replace covered parts, the Authorized Administrator will pay the Member \$50 dollars per hour over 15 hours. There is a \$500 limit, which resets after 52 consecutive subscription periods.
6. **Total Loss Recovery:** In the event that the vehicle listed in section [1.D](#) of this Agreement is a total loss, the Member may be issued a one-time refund equal to 50 percent of the total subscription fees the Member has paid directly to the Authorized Administrator over the Agreement's lifetime (including subsequent renewals) minus deductions for redeemed benefits (including but not limited to paid claims, towing benefits, refunds and other benefits) and administrative fees. See section [VI.C](#) for details. The Total Loss Recovery benefit is included in all plans.

B. Deductible: The Member shall be responsible for a per claim deductible of 15% of the eligible claim amount.

C. Limitations:

1. **Initial Failure and Progressive Damage:**
 - i. **Coverage Determination:** The coverage class of the initially failed part, as listed in the 'Coverage Appendix' for the enrolled plan, determines the extent of coverage for both the initially failed part and progressive damage:
 - a. **System Coverage Class:** Coverage includes the initially failed part and any progressive damage to parts within the same system. There is no coverage for progressive damage to part(s) in another system or to another assembly.
 - b. **Assembly Coverage Class:** Coverage includes the initially failed part and any progressive damage to parts within the same assembly. There is no coverage for progressive damage to the system or another system.
 - c. **Part Coverage Class:** Coverage is limited to the initially failed part only. There is no coverage for progressive damage to parts in the assembly, the system, or another system.
 - d. **Progressive Only Class:** There is no coverage if the initially failed part is listed in this coverage class. Coverage is only available for parts listed in this coverage class if they are one of the following:
 - i. In the same system as and progressively damaged by an initially failed part listed in the System Coverage Class.

ii. In the same *assembly* as and *progressively damaged* by an *initially failed part* listed in the *Assembly Coverage Class*.

e. **Non-Covered Class:** There is no coverage if the *initially failed part* is listed in this *coverage class*.

ii. Segmentation of Progressive damage

a. The *Authorized Administrator* has the sole discretion to determine the *failure reason* and extent of both the *initially failed part* and *progressive damage*. The *Member* and *Service Center* must provide sufficient information to enable the *Authorized Administrator* to clearly: (1) identify the *initially failed part* and assess its coverage eligibility, and (2) Classify and isolate initial *progressive damage* from *continued operation progressive damage*.

b. All *progressive damage* will be classified, by default, as *continued operation progressive damage* except the portions of damage that are definitively proven as *initial progressive damage* to the satisfaction of the *Authorized Administrator*.

c. Any progressive damage that the *Authorized Administrator* classifies as *continued op progressive damage* will be handled as follows according to the enrolled *plan*: (1) If the *Member* has FinalStretch coverage, coverage for *progressive damage* resulting from continued operation of an *impaired vehicle* is limited to \$1,500 and the *parts* within the *initially failed parts coverage class*, or (2) If the *Member* does not have FinalStretch coverage, there is no coverage for *continued operation progressive damage*.

2. Limits of Liability and Participation

i. The enrolled *plan* has no total aggregate limit of liability.

ii. The *plan's per-claim aggregate limit of liability* shall not exceed the lesser of the enrolled '*Plan*' option or the *vehicles pre-claim ACV*: **Essential Plan:** the *per-claim aggregate limit of liability* shall not exceed \$15,000; **Pro Plan:** the *per-claim aggregate limit of liability* shall not exceed \$20,000; **Elite Plan:** the *per-claim aggregate limit of liability* shall not exceed \$30,000.

iii. Limits for optional coverage options are as follows: **APU:** will be limited to one covered occurrence for the lifetime of the APU listed with a *per-claim aggregate limit of liability* not to exceed \$6,000; **Hydraulic:** the *per-claim aggregate limit of liability* shall not exceed the lesser of \$6,000 or the *vehicle's pre-claim ACV*.

iv. Repair *cost(s)* covered by the enrolled *plan*, including *progressive damage*, will be limited to (1) the *initially failed part's progressive damage* limitation (section III.C.1) (2) the *per-claim aggregate limit of liability* (section III.C.2.ii) for the enrolled *plan* option, and (3) the *Members subscription* status.

v. Any coverage for provided benefits, including but not limited to the enrolled *plan's* coverages and benefits outlined in section III.A, will count against the *per-claim aggregate limit of liability*.

vi. For *breakdowns* where continued operation is a factor, see sections III.A.2 and III.C.1.ii.

vii. The *Authorized Administrator* will pay for the reasonable *cost* of expendable items (ie., shop supplies) associated with a covered repair within the enrolled *plan's per-claim aggregate limit of liability*. Reasonable *cost* and participation are determined by the *Authorized Administrator*. See the '*Coverage Appendix*' for specific details.

3. Other Limitations

i. Labor allowances are derived from nationally recognized labor time schedules.

ii. The *vehicle's* odometer and ECM must function as defined by the *OEM*. Any change(s) to the ECM or Odometer must be documented by an approved *service center* and submitted to the *Authorized Administrator* to keep this *Agreement* active.

iii. If the requirements outlined in this *Agreement* are not met, this *Agreement* does not cover any *claim*.

iv. The *Authorized Administrator* may deny the *claim* if the *Member* fails to provide any requested documents within the required time period(s).

v. Replacement *parts* must be the same quality as the covered *parts*. Replacement *parts* may include new, *LKQ*, remanufactured, or used (*Authorized Administrator* approval required) *parts*. The price of replacement *parts* shall not exceed the *MSRP*.

D. Exclusions: Unless otherwise listed and purchased, this *Agreement* does not cover and shall not be liable for:

1. Damage resulting from the failure of the following *parts*: vpods and wastegates, clutch master, jake brake(s), pressure plate, flywheel, flexplate, transmission clutch disc(s), shift levers, slave cylinder(s), sliding clutch(es), throwout or pilot bearing(s); vacuum control(s), thermostat(s), radiators, external coolers, and lines; oil, fuel, or coolant lines, pipes, hoses, and fittings; connecting components: couplings, linkages, mounts, mounting hardware, pins, dowels, shims, spacers, brackets, supports, ductwork, connectors, adapters, flanges; fasteners/retainers (nuts, bolts, washers, clamps, clips, screws, and snap rings); electronic *parts* (actuators, control modules/devices, wiring, boots, plugs, and connectors); and maintenance items: belts, spark or glow plugs, caps, filters, fluids (fuel, oil, coolant, and refrigerant). The *Authorized Administrator* may provide coverage if a covered *part* damages these *parts* (see '*Coverage Appendix*' for details).

2. A failure caused by a *non-covered part*, contamination or corrosion, rust, dirt, or dust.

3. A failure caused by a *declined part*(s), including when the *part* is *progressively damaged* by a covered *part*.
4. Until the manufacturer's limits are surpassed, *wear* and tear, excessive oil consumption, loss of compression, overheating, or a gradual reduction in operating performance are not covered.
5. Operating the *vehicle* without proper levels/type of fluids, lubricants, or coolants.
6. Any failure caused by inadequate or improper maintenance, regardless of cause or if the *Member* did not meet the maintenance requirements outlined in this *Agreement*.
7. Abuse, misuse, spin-out, shock load, over-rev, overloading, or hauling that exceeds *OEM's* recommendations.
8. Any *breakdown*, damage, or *wear* caused by negligence, tampering, abrasion, part substitution, improper installation or misapplication, improper operation, or improper maintenance of structures, accessories, equipment, or materials not approved by *OEM*.
9. Failure caused by an improper repair or misdiagnosis is not covered. The *Authorized Administrator* will not cover the same components more than once due to the misdiagnosis or partial repair of an ongoing failure.
10. Failure caused by or involving modification(s) or alteration(s) made to the *vehicle* that was not performed by the *OEM* or selling dealer. Examples include but are not limited to emission control, exhaust *systems*, and engine modifications.
11. *Costs* incurred to improve operating performance if the *part*(s) are within the manufacturer's tolerance or specification; This includes but is not limited to manufacturer or aftermarket upgrades or design changes, valve and ring repairs designed to improve engine compression, reduce oil consumption, or remove sludge or carbon deposits, and improvements for diminished performance.
12. *OEM* design issues, changes, improper manufacturing, recalls, upgrades, & Technical Service Bulletins (TSB's).
13. Core charges, shop supplies/expendable items (unless otherwise listed), environmental/hazardous waste charges, and shipping/freight charges.
14. A *vehicle* with a salvage title or a *vehicle* not registered or documented to legally operate within the U.S.
15. *Parts* or labor covered by a State-required dealer warranty, *cost* covered by a manufacturer's warranty, a *repairer's* guarantee, or a *parts/labor* warranty from a repair or maintenance.
16. If the odometer or ECM has been stopped, altered, or misrepresents the *vehicle's* actual *miles/km/hours*. Factory ECM/ECU's parameters, codes, warning *systems*, and alarms cannot be altered and must always be in working order while this *Agreement* is in effect.
17. A pre-existing *breakdown*, failure, or improper prior repair, whether performed before the inception of this *Agreement* or *vehicle* sale date. These conditions may have been unknown by the parties during the *vehicle* sale.
18. Any loss or *breakdown* resulting from racing or other competitive driving, operator error, accident/collision, fire, theft, vandalism, riot, war, lightning, earthquake, windstorm, hail, water, freezing, flood, salt, environmental damage, or Acts of God is not covered.
19. Incidental or consequential loss or damage, loss of time and use, inconvenience, profits or wages, towing expense, lodging, meals, and storage resulting from a *breakdown*; unless otherwise listed.
20. Any liability or property damage, injury or death of any person, punitive or exemplary damage, or attorney fees arising out of the operation or use of *Your vehicle*.
21. A *vehicle* that is being used for rental, emergency services (such as law enforcement, fire, ambulance), or plowing without prior written authorization from the *Authorized Administrator*.

III. SUBSCRIPTION TERMS

A. Agreement Period: The enrolled *plan* is a *weekly subscription* that begins on this *Agreement's 'agreement date'*, which is determined by signature, payment, and approval by the *Authorized Administrator*. At this time, an initiation period is entered. See section [VI](#) for details on how this *Agreement* ends. Once approved, optional coverages are effective unless or until the subscription is *suspended* or *anceled*.

B. Initiation Period:

1. An initiation period, to prevent fraud and abuse of this Agreement, will apply upon the enrollment (or upgrade) of this *Agreement*, during which the *Member* must maintain an *active subscription*. Any *breakdown*(s) and resulting *claim*(s) submitted concerning failures that transpire during an initiation period shall be deemed non-covered.
 - i. All Parts have an initiation period of 30 calendar days and 2,500 *miles* (4,024 *km*).
 - ii. In addition, parts listed with an asterisk in the 'Coverage Appendix' have an initiation period of 90 calendar days and 2,500 *miles* (4,024 *km*).
2. In limited circumstances (such as transfers) this initiation period may be waived or altered by the *Authorized Administrator* with an approved *TruckProtect™ Initiation Period Exception Addendum*.
3. An initiation period ends when ALL of the following criteria are met:
 - i. **Submit:** Clear and legible photos of (1) the *vehicles* dash life to date ODO reading, (2) the *VIN*/door placard (showing Make, Model, etc), and (3) the engine placard showing the engine serial number (ESN).

- ii. **Time:** After the corresponding time period, depending on the part (see section VI,B,1), from this *plan's agreement date*, or upgrade effective date.
- iii. **Miles:** After 2,500 *miles* (4,024 km) from a validated odometer reading submitted during the initiation period.
 - a. An odometer reading can only be validated by the *Authorized Administrator* by providing either (1) a photo of the *vehicle's* dashboard odometer with total *mileage* clearly displayed taken during the initiation period or (2) *vehicle* bill of sale if enrollment of this *plan* is completed in conjunction with *vehicle* purchase from an Authorized Reseller.
 - b. Failure to submit an odometer reading for validation by the *Authorized Administrator* within a timely manner could result in an extended initiation period and could negatively impact coverage.

C. Renewal: The enrolled *plan* has a one (1) *week subscription* period and automatically renews *weekly* until this *Agreement* and the associated *plan* are *canceled* or terminated by the *Member* or the *Authorized Administrator*. Enrolled optional coverage(s) renew with consecutive active subscriptions at no additional fee. The *Member* can change *plans*, with approval from the *Authorized Administrator*..

1. For downgrades, the *Member* must inform the *Authorized Administrator* at least two (2) business days before the *plan* renewal date for any requested changes. The *Authorized Administrator* may postpone the implementation of the change to a later billing cycle if the request is made less than two (2) business days before the renewal date. *Members* in a 'Pre-Purchase Agreement' are not eligible.
2. For an upgrade, the *Member* must request changes from the *Authorized Administrator* 14 calendar days before the change's effective date and must complete an additional initiation period as described in section VI,B, for the enhanced benefits. *Members* in a 'Pre-Purchase Agreement' must contact the *Authorized Administrator* for upgrade options.

D. Subscription Changes:

1. Please note that the terms of this *Agreement*, including prices, services, and features, are subject to change as *We* improve *Our* services and offerings to meet *Our Member's* needs and adapt to market conditions.
2. As available, the *Member* will be notified of changes via email, SMS, and mobile application notifications, including the change's effective date.
3. The *Authorized Administrator* will communicate any changes at least one (1) *week* before the change's effective date. The change(s) will apply on the *Member's* subsequent renewal following the effective date.
4. The *Authorized Administrator* recognizes that a price increase could cause additional planning for the *Member*. In an ongoing effort to support *Our Members* and their business, the *Authorized Administrator* will do *Our* best to provide a minimum of 21 calendar days' notice before the change's effective date for any upcoming price increase.
5. The *Member's* continued use of service(s) after any change(s) takes effect will constitute the *Member's* acceptance of the new terms.

E. Data Privacy and Security:

1. **Data Collection and Usage Consent:** By entering into this *Agreement*, the *Member* consents to the *Authorized Administrator* collecting, storing, and using data related to the *Member's* commercial *vehicle(s)* and operation. This data may include but is not limited to, *VIN*, engine data, transmission data, distance readings, current and historical ECM/ECU information, and any other data shared with the *Authorized Administrator* in connection with this *Agreement*.
2. **Purpose of Data Usage:** The *Authorized Administrator* will use this data for various commercial purposes, including but not limited to (1) analytics to improve *Our* services and offerings, (2) training and developing artificial intelligence models to enhance operating efficiency and user experience, (3) sharing insights with industry partners for product and service enhancement.
3. **Ownership of Data:** All data shared with the *Authorized Administrator* by the *Member*, whether directly or in relation to this *Agreement*, will be considered the property of the *Authorized Administrator*. The *Member* hereby grants the *Authorized Administrator* full rights and ownership of such data.
4. **Data Security and Confidentiality:** The *Authorized Administrator* commits to maintaining the security and confidentiality of its *Member's* data. The *Authorized Administrator* will implement appropriate technical and organizational measures to protect data against unauthorized or unlawful processing, accidental loss, destruction, or damage.
5. **Third-Party Access:** The *Authorized Administrator* may share the *Member's* data with third-party partners and affiliates for purposes consistent with this *Agreement* (ie. a *service center* at the time of a claim). The *Authorized Administrator* will share data in a manner that respects the *Member's* privacy and complies with applicable data protection laws.
6. **Member's Rights:** When applicable and required by law, the *Member* has the right to request access to the data held by the *Authorized Administrator* and may request correction or deletion. However, deletion requests may affect the *Member's* eligibility for certain benefits under this *Agreement*.
7. **Changes to Data Usage Policy:** The *Authorized Administrator* reserves the right to modify this 'Data Privacy and Security' policy. *Members* will be notified of any significant changes, and continued use of the *Authorized Administrator's* services will constitute acceptance of these changes.

IV. PAYMENT TERMS

A. Currency: All monetary transactions and references in this *Agreement* are provided and expressed in US dollars.

B. Fee Structure: Is based on the *Member's* enrolled *plan* and selected optional plan(s) (excluding *Members* on an active 'Pre-Purchase Agreement').

C. Payment Schedule:

1. Outstanding *subscription* period fees will be automatically deducted *weekly* from the *Member's* designated account to maintain an *active subscription* status. For *Members* with a 'Pre-Purchase Agreement', billing information will be collected upon enrollment and will be charged during the first *weekly* billing cycle will be assessed upon the subsequent renewal after the 'Pre-Purchase Agreement' term unless the *Member* has elected to renew with an additional 'Pre-Purchase Agreement' or cancel their *subscription*.
2. The *Member* authorizes the *Authorized Administrator* to initiate recurring electronic withdrawals to satisfy the *Member's* *subscription* obligations by default on Mondays. This will be the recurring date for automatically deducting the enrolled *plan's* fee(s) from the *Member's* designated account.
3. *Members* can request a change to the specific day of the *week* on which their automatic payment will be withdrawn by contacting the *Authorized Administrator*
4. A *Member* can request to change their automatic payment day for future billing cycles via submission of a written request to the *Authorized Administrator* The request must be received ten (10) business days before the desired effective change date. The *Member's* *subscription* must be in *good standing* before any change.
5. All *plans* automatically renew at the end of each *subscription* period with the same or closest equivalent to the enrolled coverage. Upon expiration of a 'Pre-Purchase Agreement', subsequent *subscription* period fees will be billed at the standard rate for the equivalent *plan*.
6. This authorization shall remain in effect until the *Authorized Administrator* has received written notification from the *Member* of its termination in such time and in such a manner as to afford the *Authorized Administrator* and the *Member's* financial institution a reasonable opportunity to act on it.
7. All changes must be approved and are at the sole discretion of the *Authorized Administrator*.

D. Accepted Payment Methods:

1. Payments must be made by ACH bank draft, ACH debit card or credit card transaction. This information will be securely stored as the primary payment method for future recurring payments as scheduled herein, unless or until updated by the *Member*.
2. For credit card transactions, the *Authorized Administrator* reserves the right to assess an additional 5% processing fee.
3. The *Member* is responsible for ensuring accurate and up-to-date billing information to avoid service interruption or *cancellation* as per the terms of this *Agreement*.
4. *Members* can update their billing information by utilizing the mobile app or contacting the *Authorized Administrator*.

E. Automated Payment Retry Upon Unsuccessful Payment:

1. Upon an unsuccessful automatic payment, the *Authorized Administrator* will immediately notify the *Member* via email, SMS, and mobile application notifications, as available.
2. Following a payment failure, the *Member* authorizes the *Authorized Administrator* to initiate retries every 24 hours through Stripe's intelligent retries feature, utilizing timing strategies optimized for increased success.
3. This *Agreement* is subject to termination if the *Member* fails to provide updated payment information within 14 calendar days of the first unsuccessful payment attempt on the billing account.
4. *Members* can update payment methods via the provided links in notification communications in case of continued payment failures.

F. Non-Payment Consequences:

1. After one unsuccessful payment, the *subscription* will be considered *suspended*.
2. If payment fails for three consecutive billing cycles, this *Agreement* is subject to immediate *cancellation* with no refund.
3. The *Authorized Administrator* will review *suspended subscription* for reinstatement once all past-due balances have been paid and updated with a valid payment method.
4. In order to process a *claim*, The *Member* must maintain an *active subscription* status until all required information is submitted to the *Authorized Administrator*.

V. CANCELLATION AND TERMINATION POLICIES

A. General Cancellation Policies:

1. Once *cancelled*, all entitlements and benefits provided to the *Member* as outlined in this *Agreement* are forfeited, including *Your* right to all enrolled *plan* benefits, a refund, any *claim* processing (including but not limited to a pending *claim*), coverage, or reimbursement.
2. The *Authorized Administrator* will terminate recurring electronic withdrawals for *suspended subscription* payments and the

associated [plan](#) upon [cancellation](#). Once the [cancellation](#) is confirmed, the [Authorized Administrator](#) will send written confirmation of [cancellation](#) to the [Member](#) via email.

B. Voluntary Cancellation:

1. The [Member](#) may [cancel](#) this [Agreement](#) anytime by contacting the [Authorized Administrator](#).
2. To initiate the [cancellation](#) process, the [Member](#) must submit a written notice to the [Authorized Administrator](#) via email, post mail, or online form (see section [II.C](#) for details). The [Authorized Administrator](#) must receive the notice at least ten (10) business days before the next scheduled payment date to ensure the [cancellation](#) is processed in time to prevent the upcoming automatic deduction.
3. The [Member](#) can voluntarily [cancel](#) this [Agreement](#) with an effective date in the future. Mid-cycle [cancellations](#) are not eligible for partial payments or prorated refunds, except for [canceling](#) due to total loss (see [III.A.6](#) and [VI.C](#)).

C. Cancellation due to Total Loss or Repossession: The lien holder may request [cancellation](#) of this [Agreement](#) for loan/lease default, repossession, or total loss. The [Authorized Administrator](#) must receive a written request and documentation verifying the event within 30 calendar days of the event. Refund details and deductions are determined at the [Authorized Administrator](#)'s discretion and will be communicated during the [cancellation](#) for the total loss process.

D. Involuntary Cancellation: The [Authorized Administrator](#) may terminate this [Agreement](#) at any time for reasons including but not limited to: (1) the [Authorized Administrator](#) has determined the [Member's](#) [subscription](#) is not eligible for renewal, (2) the [Member's](#) enrolled [plan](#) or equivalent [plan](#) is no longer available, (3) a requirement being due and not met, (4) the [Member](#) fails to comply with all terms and conditions outlined in this [Agreement](#), (5) Failure to maintain continuous active subscription during the transfer of [vehicle](#) ownership, (6) there is non-payment of any charge when due, (7) there is misrepresentation in obtaining this [Agreement](#), (8) the [Authorized Administrator](#) suspects fraudulent activity, or (9) anyone removes or renders inoperative any [part](#) of the [vehicle's](#) [systems](#) including but not limited to the emission control [system](#) (This condition may or may not have been known by the [Member](#) and may occur before the sale and delivery or after the sale and delivery of the [vehicle](#)).

VI. CLAIMS INFORMATION AND PROCESS

A. General Claim Information:

1. The [Authorized Administrator](#) is responsible for covering the [costs](#) of the [part\(s\)](#) and labor needed to repair or replace the covered and approved [part\(s\)](#).
2. Clearing ECM history for diagnostics before reporting active/inactive fault codes to the [Authorized Administrator](#) may cause denial of the [claim](#).
3. The [Authorized Administrator](#) retains sole discretion to interpret this [Agreement](#) and make adjudication decisions based on its terms. This authority encompasses but is not limited to, determinations regarding non-covered failures, insufficient or incomplete information, non-compliance with Agreement terms, initial [failure reason](#), progressive damage, excessive costs (including parts and labor charges), reimbursement eligibility, and overall coverage scope. All adjudications will be documented in writing upon receipt of the required information.
4. The [Member](#) is responsible for the [deductible](#) and any non-covered repair balance, regardless of the selected distribution method for any [net claim payout](#) or if the repair is deemed non-covered.
5. The [subscription](#) must be [active](#) when the failure occurs to receive any participation from the [Authorized Administrator](#). The [Authorized Administrator](#) may deny any [claim](#) for failures occurring during a [suspended subscription](#).

B. Claims Procedure:

1. Breakdown

- i. To start a [claim](#), [The Member](#) must notify the [Authorized Administrator](#) of the failure within two (2) calendar days and provide the required preliminary failure information (ODO at [breakdown](#), customer complaint, RF info: name, address, phone, and email) by contacting [Us](#) (see section [II.C](#) for contact details).
- ii. [The Member](#) must provide documented and verified proof that maintenance was performed per this [Agreement](#) (see section [VIII.B](#)) before any authorization for repair. The [Member](#) must present all maintenance documentation to the [Authorized Administrator](#) within three (3) calendar days of the [claim](#) start date.

2. Pre-Repair

- i. [The Member](#) must authorize the [service center](#) to perform all necessary diagnostics and teardown, and obtain required diagnostic information.
- ii. [The Service Center](#) must provide the required diagnostic information: (1) A current time-stamped ECM fault code history report must include ESN/VIN and show the current first & last occurrences of active/inactive codes before clearing history for diagnostics. (2) Any diagnostic troubleshooting steps, checklist, or procedures ([OEM](#) or otherwise) followed to determine/confirm the failures. (3) Clear pictures of all [failed parts](#) showing visible damage. (4) Estimate(s) including last 8 of VIN; current odometer/hour and ECM [mileage](#) at check-in; Arrival/Check-in date; detailed tech notes explaining the customer complaint, [failure reason](#), [initially failed part](#), [progressive damage](#) and the action(s) needed to correct; the

part breakout (*parts card*) including individual *part* number and *part cost*, quantity, shop supplies, fluids, tax, and other fees; and labor breakout by job, number of hours, and rate.

- iii. The Member is responsible to ensure that all required diagnostic information has been obtained prior to authorizing necessary repairs and must be submitted within 30 calendar days of the *claim* start date.

3. Adjudication & Repair Authorization

- i. Upon submission of sufficient, required pre-repair information, the *Authorized Administrator* will adjudicate the *claim* to determine the *eligible claim amount* based on the terms of this *Agreement*.
- ii. The *Authorized Administrator* does not authorize repairs.
- iii. The Member has the sole discretion and responsibility to authorize necessary repairs.
- iv. The *Authorized Administrator* must receive all diagnostic information before an adjudication can be made.
- v. While it is not required for a *Member* to wait for an adjudication decision from the *Authorized Administrator* prior to authorizing repairs, please be aware that pre-repair information required by the *Authorized Administrator* to adjudicate the *claim* may no longer be available once repairs have been started (i.e. Cleared fault codes from the ECM). Failure to provide all required and validated, pre-repair information can result in denial of coverage.

4. Post-Repair

- i. The Service Center must complete approved repairs and provide: (1) A verifiable final invoice on *service center* letterhead including the last 8 of *VIN*; invoice date; date of repair; the final odometer/hour reading (post road test); the *part* breakout (*parts card*) including individual *part* number and *part cost*, quantity, shop supplies, fluids, tax, and other fees; and labor breakout by job, number of hours, and rate. (2) *parts* & labor warranty terms (ex 1 yr/100K *miles*) for the replaced/repaired *part(s)*.
- ii. The Member must ensure all post-repair information is submitted to the *Authorized Administrator* within 60 calendar days of the *claim* start date.

5. Payments

- i. The Authorized Administrator will make payment accordingly, if the *Authorized Administrator* determines the failure is covered and the outlined requirements are met.
- ii. The Member may choose from the following 2 options for the distribution of *net claim payout*. Regardless of the chosen option, the terms of this *Agreement* do not change.
 - a. Direct payment to the *service center*: The *Authorized Administrator* will pay the *service center* directly for the *net claim payout* amount. Payment cannot be made without a receipt verifying the *Member* made payment to the *service center* for the amount of their *deductible* and any non-covered repair balance.
 - b. Reimbursement to the *Member*: The *Authorized Administrator* will reimburse the *Member* the *net claim payout* amount (*eligible claim amount* minus the *deductible*) upon receiving a receipt verifying the *Member* made payment to the *service center* in full for the entire repair, matching the final invoice amount. The *Member* is responsible for paying the repair *cost* upfront in full.

VII. MISCELLANEOUS PROVISIONS

A. Vehicle Roadworthy Promise: By obtaining this *Agreement*, the *Member* confirms that the *vehicle* listed is within *OEM's* tolerable limits. This means there are no faults, malfunction indicator lights (MIL), check engine lights (CEL), irregular noises, leaks/seeps, or build-up on any *systems* covered by this *Agreement* or any *systems* that impact the covered *systems* under this *Agreement*. The *Member* must allow the *Authorized Administrator* to examine/inspect the *vehicle* upon inception of this *Agreement* and evaluate repairs before and after repairs are made.

B. Maintenance Requirements: Real-time submission of maintenance records will expedite *claim* processing.

1. Compliance with *OEM* Specifications:

- i. *Members* must maintain the *vehicle* in accordance with this *Agreement* and *OEM* service intervals and specifications.
- ii. Documentation confirming adherence must be submitted to the *Authorized Administrator* to receive coverage at the time of a *claim*. This includes maintaining a full history of the *vehicle's* maintenance prior to and during the term of this *Agreement* or ownership. Inadequate documentation can negatively affect *claim* outcomes.
- iii. Maintenance responsibilities include, but are not limited to, chassis lube, battery service, axle alignments, engine oil and filters, air filter fuel tank vent, air dryer filter, air filter, power steering fluid and filter, valve adjustment, DEF *system* service, EGR valve and cooler service, AHI clean/replace (7th injector), DPF clean/bake, coolant flush and filter, transmission filter/fluid replacement, fan/accessory drive belt replacement, differential fluid replacement, and auxiliary power units (APUs). Maintenance and cleaning(s) are not covered.

2. Service Provider Requirements:

- i. All services, including but not limited to maintenance and repair, must be performed by an *OEM* dealership or licensed *service center*. Self-maintenance is not accepted.
- ii. Detailed documentation must be retained for all services, and include (1) invoices (which must be on *service center*

letterhead and include *part*/labor quantity and totals, *VIN*, the *miles/km/hours* at the time of service, and date of service), (2) receipt of payment and (3) work order detail to describe and confirm the completed service(s). Handwritten logs or receipts are not accepted.

iii. If a fleet maintains the *vehicle*, the fleet *service center* location(s) and its processes and standards must be approved by the *Authorized Administrator* prior to inception of this *Agreement*.

3. Maintenance Tolerance and OEM Extended Intervals: A maintenance tolerance of ten calendar days or 2,500 *miles*/4,024 *kilometers* from the *OEM*'s specified intervals is allowed. Extended service intervals may be honored only if they adhere to *OEM* standards and are approved by the *Authorized Administrator* at the inception of this *Agreement*.

C. Dispute Resolution:

1. Mandatory Arbitration: The parties agree that any dispute, claim, or controversy arising out of or relating to this *Agreement* or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this *Agreement* to arbitrate, shall be determined by arbitration in the State of Delaware. This includes any dispute that might arise between the *Members* and the *Authorized Administrator*.

2. Arbitration Rules: The arbitration shall be administered by the American Arbitration Association (AAA) pursuant to its Commercial Arbitration Rules.

3. Arbitrator's Authority: The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement, including any claim that all or any part of this arbitration agreement is void or voidable.

4. Arbitration Location and Procedure: Unless the parties agree otherwise, the arbitration will be conducted in the State of Delaware. If *Your claim* does not exceed \$10,000, then the arbitration will be conducted solely based on documents *You* and the *Authorized Administrator* submit to the arbitrator unless *You* request a hearing or the arbitrator determines that a hearing is necessary. If *Your claim* exceeds \$10,000, *Your* right to a hearing will be determined by the arbitration rules.

5. Governing Law: This *Agreement* and any arbitration shall be governed by the laws of the State of Delaware.

6. Confidentiality: The parties agree to maintain the confidentiality of the arbitration proceedings and arbitration award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

7. Waiver of Jury Trial: The parties hereby waive their constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, choosing instead to resolve all disputes by arbitration.

8. Waiver of Class or Consolidated Actions: All claims and disputes within the scope of this arbitration agreement must be arbitrated on an individual basis and not on a class basis, and claims of more than one customer or user cannot be arbitrated or consolidated with those of any other customer or user.

D. Automatic TruckClub™ Membership Enrollment

1. New Members agree to the automatic TruckClub™ Membership enrollment and creation of your TruckClub™ account.

2. TruckClub™ Membership terms and conditions can be found at <https://www.truckclub.com/member-terms>.

3. TruckClub™ may update these Terms from time to time by notifying you of such changes by any reasonable means, including by posting revised Terms through the Site. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms incorporating such changes or otherwise notified you of such changes. By continuing to use or access the Site after we post any changes, you accept the updated terms.