

# Toyota of Tampa Bay Advantage - Program Terms

## Toyota of Tampa Bay

Evoke Automotive Protection Group, LLC and/or our respective Warranty providers ("We," "Our," and "Us") provides the following limited warranty coverages and/or benefits (each, a "Warranty" or "Benefit") to you ("You" or "Your"), the owner of the motor vehicle ("Vehicle"). The products and services outlined in this document are provided and serviced by Us and do not bind or provide benefit to the Vehicle dealer that sold You the Vehicle (the "Dealer") or the Vehicle manufacturer. This is not an insurance policy. Except as otherwise expressly provided in any Warranty or Benefit below, the term of each Warranty or Benefit shall commence on the Vehicle's In-Service Date, which is the first date the Vehicle is delivered to an ultimate purchaser, and shall terminate upon the earlier to occur thereafter of 12 months or 12,000 Vehicle miles driven.

### I. WARRANTIES AND BENEFITS

#### **EXTERIOR APPEARANCE PROTECTION**

**SCOPE OF COVERAGE.** We will restore the Vehicle's paint or interior surfaces in the affected areas as provided in this Warranty, if the original paint on Your Vehicle cracks, peels, flakes or loses its gloss due to UV damage, cracking or peeling. Coverage under this Warranty does not commence until 30 days after the Vehicle's In-Service Date, and runs for the earlier of 12 months or 12,000 miles from the In-Service Date. Includes two (2) additional product re-applications of interior protectant & exterior paint sealant at no additional cost to You, at Dealer's location only, subject to the limitations and exclusions outlined herein.

**LIMITATIONS OF COVERAGE.** This Warranty does not apply to surfaces not treatable such as semi-gloss or non-glossy paint or as determined by the design of the vehicle. Paint damage caused by applications of paste wax or other paraffin products, glass, metal or plastic trim, chrome, and wheels are not covered. This Warranty is extended only to vehicles maintained in the United States or Canada.

**EXCLUSIONS.** This limited Warranty, as well as the Rain Repellent Benefit, the Headlight UV Protection Benefit, the Surface Sanitation Benefit and the A/C Refresh Benefit, do not apply to, and We will not repair, replace, service or reimburse You for:

- a. any claim unless You wash and clean Your Vehicle at least monthly, pursuant to the instructions in Your Vehicle owner's manual;
- b. any pre-existing damage or defects prior to the Vehicle's In-Service Date;
- c. any claim unless You bring Your Vehicle back to a participating Dealer for an inspection no later than 30 days after the discovery of any defect covered by any part of this Warranty;
- d. any failure or damage to any part of Your Vehicle that is not treated by Us with Our protection products, including, without limitation, metal-plated trim, plastic, chrome, decals, roof and deck racks, vinyl tops, stripes, clear paint protection, and if Your Vehicle is a truck, its bed, tonneau cover, and tailgate;
- e. any failure or damage resulting directly or indirectly from: (i) paint defects; (ii) fire, theft, larceny, explosion, malicious mischief, vandalism, civil commotion, riots, war, terrorism or any other similar causes; (iii) impacts from foreign objects, collisions, scratches, abrasions, dents or nicks, whatever their cause; (iv) damage caused directly or indirectly by acid rain, salt, corrosion, rust, dust, industrial fallout, water stains, chemical spills, bleaches, acids, dyes, lightning, hail, flood, harsh or corrosive chemicals or cleaners; (v) acts of God; (vi) any other similar causes;
- f. any failure or damage caused by any misuse, abuse, neglect, negligence or lack of maintenance of Your Vehicle or deterioration caused by normal wear and tear, or fading of the paint or upholstery of Your Vehicle;
- g. any failure or damage caused by the alteration, modification or repair of the Vehicle or the use of the Vehicle for commercial purposes, competitive driving or racing, or any failure or damage occurring outside of Canada or the United States;

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h. any failure or damage, if You fail to file a claim under this limited Warranty within thirty (30) days after the condition covered by this limited Warranty appears on Your Vehicle;

i. any failure or damage that is covered by any manufacturer's warranty or if, for any other reason, the manufacturer, importer, or distributor of the Vehicle will repair or pay for the repair of the covered item; or

j. except to the extent required by the state whose law governs this limited Warranty, any consequential, secondary, or unreasonable costs or damages that You may suffer as a result of the need to repair the paint, such as, but not limited to, any loss of use, inconvenience, loss of wages, additional expense incurred, loss of transportation, or rental car expense.

**REPAIR OBLIGATIONS.** We have sole discretion in determining and implementing any repair procedures. Our sole obligation shall be to professionally detail and/or recondition, including buffing, polishing or wet sanding, damaged covered exterior painted surfaces and subsequently to reapply the protection product to the repaired exterior painted surface; and/or to professionally clean and is limited to one repainting, repair or replacement per affected area. Our liability is limited to the lesser of the cost of repair or the trade in value of the vehicle. Any areas repaired or replaced must be retreated with Our protection products to be covered under this Warranty. We will only pay for Warranty damage to the damaged part of the Vehicle. When possible, the Dealer may be used to perform the remedy; however, if not feasible, We may designate an alternative repair facility. Our liability is limited to the cost to repair damage as described in this limited Warranty.

**VEHICLE OWNER REQUIREMENTS.** You should wash Vehicle regularly, use touch up paint on chips and/or scratches as well as inspect for other damages as would be covered under this limited Warranty. **NEITHER WE NOR DEALER ARE LIABLE FOR GENERAL CLEANING AND MAINTENANCE OF THE VEHICLE.**

**EXCLUSIVE REMEDY.** If You have a valid covered claim under this limited Warranty for paint damage, We will restore the affected area. We are under no obligation to re-paint or restore the non-affected areas of the Vehicle. We have no obligation to You under this limited Warranty except to restore the paint in the affected areas covered by this limited Warranty. We have no other obligations under this limited Warranty.

### **RAIN REPELLENT**

**SCOPE OF COVERAGE.** The windshield has been treated with a special Rain Repellent which adds a hydrophobic coating that repels water and provides better driving visibility in the rain. Rain Repellent includes up to five (5) additional product re-applications at no additional cost to You, at Dealer's location only, subject to the limitations and exclusions outlined herein. Rain Repellent is a product application only, with no warranty provided. Neither windshield repair nor windshield replacement is covered hereunder.

**LIMITATIONS OF COVERAGE.** This Benefit does not include: glass replacement, windshield chip or crack repair, or any windshield water intrusion issues. Benefit is limited to five (5) product re-applications performed by Dealer, at no cost to You, at Dealer's location only and is subject to the Exclusions set forth in the Exterior Appearance Protection Warranty above.

### **HEADLIGHT UV PROTECTION**

**SCOPE OF COVERAGE.** A special UV coating is applied to protect headlights from discoloration caused by oxidation, UV rays and humidity for up to 6-years or 72,000 miles on new Vehicles. Headlight UV Protection includes two (2) additional product re-applications at no additional cost to You, at Dealer's location only, subject to the limitations and exclusions outlined herein. Headlight UV Protection is a product application only for headlights, with no warranty provided. Neither headlight repair nor headlight replacement is covered hereunder.

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LIMITATIONS OF COVERAGE. This Benefit does not include: headlight chip or crack repair, headlight replacement or internal headlight condensation issues. Benefit is limited to two (2) product re-applications by Dealer, at no cost to You, at Dealer's location only and is subject to the Exclusions set forth in the Exterior Appearance Protection Warranty above.

### **SURFACE SANITIZER + ANTIMICROBIAL**

SCOPE OF COVERAGE. The Vehicle interior surfaces have been sanitized and then treated with a non-toxic, antimicrobial agent to resist mold, mildew and bacteria on all high-touch surfaces such as the steering wheel, shifter, radio and door controls. Product actively resists germs, bacteria, viruses and other harmful microbes that make contact with treated surfaces. Benefit includes one (1) additional re-application of each product at no additional cost to You, at Dealer's location only, subject to the limitations and exclusions outlined herein.

LIMITATIONS OF COVERAGE. We are not responsible for: (1) non-treated surfaces including, without limitation, passengers and cargo; or (2) odors caused by anything other than bacteria, mold or mildew including, without limitation, smoke or anything related to the mechanical components of the Vehicle, which are not covered. We are not responsible for passengers that become sick from microbes, viruses or bacteria.

### **A/C REFRESH**

SCOPE OF COVERAGE. This Benefit covers pre-owned Vehicles only. In those Vehicles, the ventilation system has been treated for mold, mildew and bacteria that can cause offensive odors and allergic reactions.

LIMITATIONS OF COVERAGE. We are not responsible for odors caused by anything other than bacteria, mold or mildew including, without limitation, smoke or anything related to the mechanical components of the Vehicle, which are not covered. We are not responsible for passengers that become sick from microbes, viruses or bacteria. In all instances, this Benefit is limited to two (2) re-treatments of the ventilation system by Dealer, at no cost to You, at Dealer's location only and is subject to the Exclusions set forth in the Exterior Appearance Protection Warranty above.

### **NITROGEN-FILLED TIRES**

Nitrogen inflated tires lose pressure slower than tires inflated with air, promoting better fuel economy and reducing wear. Benefit includes a single-use \$50 credit towards the repair or replacement of any of Your Vehicle's four tires during the first year, should one be damaged due to a road hazard, and is otherwise limited to five (5) nitrogen refills by Dealer, at no cost to You, at Dealer's location only.

### **DOOR EDGE & CUP GUARDS**

Protects Your Vehicle's painted door edges and door cups from chips and scratches. Made of a rugged polyurethane and hand applied to each door to provide You long-lasting protection that won't yellow or flake with age. Door Edge & Cup Guards are products that have been added to Your Vehicle, with no warranty provided. Neither door repair, replacement, repainting nor refurbishment is covered hereunder.

### **ROADSIDE ASSISTANCE**

SCOPE OF COVERAGE. Roadside service includes one incident for 3 years / 36,000 miles from In-Service Date. Roadside Assistance service includes jump starts, tire change, fuel delivery, lock-out service, winching and towing up to 65 miles. Additional charges apply for distances further than 65 miles. Continued service beyond the first incident or 3 years / 36,000 miles is available on-demand at standard rates. Changes to the scope of this Benefit may be extended by the participating Dealer at their expense and at their discretion. Please see Dealer for details.

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## II. GENERAL TERMS

**LIMITED WARRANTIES.** The foregoing limited Warranties and Benefits give You specific legal rights and You may also have other rights which vary from state to state. We do not authorize any person or entity (including Dealer) to create for Us any other obligation or liability in connection with the foregoing limited Warranties or Benefits. ANY IMPLIED WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THESE WARRANTIES OR BENEFITS ARE HEREBY DISCLAIMED, OVERRIDDEN, AND EXCLUDED. IN NO EVENT WILL WE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF ANY WRITTEN WARRANTY OR BENEFIT OR FROM ANY IMPLIED WARRANTY OR BENEFIT. Some states do not allow limitations of how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to You. These Warranties and Benefits are granted for the sole benefit of the original Vehicle owner and are not transferable. These Warranties and Benefits do not cover any economic loss or extra expense, including (without limitation), payment for the loss of time or pay, inconvenience, storage, loss of vehicle use, lodging, meals or other travel costs. Note: Any repair undertaken without Our prior written authorization will not be reimbursed.

**OTHER EXCLUSIONS.** Notwithstanding anything to the contrary set forth herein, RV's, Vehicles larger than ¾ ton chassis (Examples: Ford F350 and E350, Ram and GMC 3500) and commercial vehicles are not covered by any of these Warranties or Benefits. A commercial vehicle is any vehicle that is titled for commercial use or used for commercial purposes including but not limited to construction purposes, delivery purposes, commercial towing, commercial farm operation, volunteer service(s), snow plowing, rental, livery, taxi, ride-sharing, any type of emergency vehicle, competitive or off-road racing. These Warranties and Benefits do not cover any damage or events occurring prior to or after the applicable Warranty or Benefit term.

**CLAIMS PROCEDURE.** Contact Us for claim authorization number in order to make a claim under any of the foregoing limited Warranties or Benefits and prior to beginning any repairs or restoration under any applicable Warranty or Benefit. Additional information may be required for authorization. We reserve the right to request photos of any reported damage and to arrange for an inspection by an independent adjusting company. You will be responsible for repair costs if it is determined that the repair is not eligible for coverage or for any costs in excess of what is covered under any applicable Warranty or Benefits. Send authorization number and original copy of these Warranties and Benefits and all receipts or other requested information by certified letter within 45 days of date of claim to Evoke Automotive Protection Group, LLC, P.O. Box 470367, Celebration, FL 34747, 1-877-453-8653. Note: Any repair work to Your Vehicle undertaken without Our prior written authorization will not be reimbursed.

**CANCELLATION OF WARRANTY.** These Warranties and Benefits are non-cancelable and non-refundable. Cancellation can only occur for non-payment by the contract holder or Dealer, a material misrepresentation by the contract holder to the seller or warrantor, fraud as determined by Us or substantial breach of duties by the contract holder relating to these Warranties or Benefits. These Warranties and Benefits are non-transferable.

**OTHER WARRANTY INFORMATION.** THESE WARRANTIES AND BENEFITS ARE NOT AN INSURANCE POLICY AND ARE NOT SUBJECT TO STATE INSURANCE LAWS. THEY ARE A CONTRACT BETWEEN YOU AND US FOR CERTAIN COVERED SERVICES AND ITEMS. YOU SHOULD OBTAIN YOUR OWN INSURANCE FOR DAMAGE TO YOUR VEHICLE, INCLUDING DAMAGE THAT MAY BE COVERED BY ANY OF THESE WARRANTIES OR BENEFITS. THESE WARRANTIES AND BENEFITS MAY BE SUBJECT TO STATE LAW CONCERNING WARRANTIES OR SERVICE CONTRACTS. You may obtain a full copy of Our privacy notice by sending a written request to Us at Our address shown in the Claims Procedure section above.

## III. COMPLIMENTARY LOYALTY PROGRAM

In addition to the above Warranties and Benefits, Your Vehicle purchase also entitles You to participate in the following complimentary loyalty program. Solely for purposes of the General Terms Section hereof, the following complimentary loyalty program items shall be deemed to be "Benefits" hereunder.

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## **STOLEN VEHICLE REPLACEMENT ASSISTANCE**

In the event that Your Vehicle is stolen during the term of this Stolen Vehicle Replacement Assistance Loyalty Program (the "SVR Program") and, as a direct result of the theft such Vehicle is declared a total loss, then We will credit an amount equal to the actual deductible that You paid to Your primary insurance carrier in the settlement of Your Vehicle's theft claim, not to exceed \$2,500, towards the down payment of the lease or purchase of a replacement vehicle ("Replacement Vehicle"). The Replacement Vehicle must be leased or purchased at the Dealer within sixty (60) days of the primary insurance carrier's settlement date of such theft claim.

The SVR Program only applies to a total loss of Your Vehicle resulting from a vehicle theft. The SVR Program shall commence on the Vehicle's In-Service Date, and shall terminate upon the earlier to occur thereafter of 36 months or 36,000 Vehicle miles driven. The SVR Program has no cash value and it excludes prior sales. Additional terms and conditions apply. See Dealer for complete terms and conditions applicable hereto.

## **COLLISION LOSS LOYALTY CREDIT**

In the event that Your Vehicle is declared a total loss by Your insurance carrier due to an accident during the term of this Collision Loss Loyalty Credit Program (the "CLLC Program"), then We will credit an amount equal to \$2,500 towards the down payment of the lease or purchase of a Replacement Vehicle. The Replacement Vehicle must be leased or purchased at the Dealer within sixty (60) days of the date of such accident. Even if You didn't put any money down on Your Vehicle purchase, You still qualify if You return to Your Vehicle Dealer and purchase or lease another new or used vehicle within sixty (60) days of Your accident. The CLLC Program only applies to a total loss of Your Vehicle resulting from an accident while driving. The CLLC Program shall commence on the Vehicle's In-Service Date, and shall terminate ninety (90) days thereafter. The CLLC Program has no cash value and it excludes prior sales. Additional terms and conditions apply. See Dealer for complete terms and conditions applicable hereto.

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## **Acknowledgement and Receipt**

I hereby acknowledge that I have been provided a copy of the Program Terms and Conditions. I have agreed to purchase this program.



Customer Signature

**LUTHER BARNUM**

Customer Name

**09/23/2023**

Date