

Etched ID #	
Date	

Address  City State Zip  Home Phone Bus. Phone  Year Make Model VIN #	Address  City State Zip  Phone Contact
Home Phone Bus. Phone	
	Phone Contact
	Mileage/Hours
FINANCIAL AGREEMENT	LENDER/LESSOR
LOAN LEASE Term (Months)	Address
ATP Purchase Price Vehicle Price	City State Zip
Please Indicate Term and Plan Sel	ected Under this Warranty
1. TERM 3 Year	5 Year
2. <u>PLAN</u> PROTECTION PLAN (Inclu	udes Rental Car)
up to \$5,000.00 up to \$10,000.00	up to \$15,000.00
I have read this limited warranty in its entirety and fully understand its of further understand that purchase of the Automobile Theft Protection profinancing for the vehicle and that my acceptance of the coverage under	content and acknowledge receipt of a copy thereof. I rogram not required in order to purchase or obtain this limited warranty is voluntary.
I ACCEPT THIS LIMITED WARRANTY	EJECT THIS LIMITED WARRANTY
Consumer Signature(s) Date Cor	nsumer Signature(s) Date
Dealer/Lender/Lessor Title Da	<u> </u>

We guarantees that, in the event that the Automobile Theft Protection (ATP) program fails to deter the theft of the theft of the Covered Vehicle, the following benefits apply: In the event that the Covered Vehicle is stolen and becomes a Total Loss, We will pay either the Purchase Guarantee Benefit, or the Lease Guarantee Benefit to the Authorized Dealer on Your behalf. Coverage commences on the date that You sign this document. Additionally, We will reimburse You for rental car expenses that You incur as the direct result of a loss covered hereunder. Rental expense reimbursement is limited to a maximum of twenty five dollars (\$25) per day for up to twenty (20) days. Rental expense reimbursement coverage is excess to any other available coverage for rental reimbursement or transportation expenses. This limited warranty is not insurance and does not provide any liability coverage, nor does it fulfill the requirements of any financial responsibility law.

THIS AGREEMENT IS A PRODUCT WARRANTY AND IS NOT INSURANCE. Obligations of the Warrantor under this Vehicle Protection Product Limited Warranty are insured under a reimbursement policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038. If a covered claim is not provided by the Warrantor within sixty (60) days after proof of loss has been filed. You may apply for reimbursement directly with the Insurance Company at the address above or by calling 866-505-4048.

White - Warrantor Pink-Consumer Yellow - Dealer AMT-APPI REPL ETCH (08-13)

### **DEFINITIONS**

- 1. **We, Us, Our** means the Warrantor, Advanced Protection Products International, Inc., 17732 Highland Road, #G-158, Baton Rouge, LA 70810, 1-866-366-3774, who is responsible for providing the protection described herein. In AL, GA, MA, MD, MN, MS, NE, NH, NJ, NM, OK, TN, and WI, "We", "Us" and/or "Our" will mean AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY, 10038, 1-866-327-5818.
- 2. **Administrator** means Advanced Protection Products International, Inc., 17732 Highland Road, #G-158, Baton Rouge, LA 70810, 866-366-3774, the party responsible for administering the benefits under this limited warranty.
- 3. **You** or **Your** means the registered owner/consumer listed on the front of this limited warranty.
- 4. **Authorized Dealer** means the dealer/seller listed on the front of the limited warranty. In the event that the original dealer is no longer in business, or in the event that **You** have moved more than fifty (50) miles from the original dealer, **Administrator** will negotiate a mutually agreeable amendment to this provision.
- 5. **Total Loss** means the **Covered Vehicle** is stolen and not recovered within thirty (30) days, or recovered damage within thirty (30) days and the primary insurer declares the **Covered Vehicle** a **Total Loss**.
- 6. **Covered Vehicle** means the vehicle listed on the front of this limited warranty.
- 7. Purchase Guarantee Benefit means the difference between the Replacement Vehicle Cost Basis, and the actual cash value of the Covered Vehicle as determined by Your primary insurer at the time of theft. This benefit is only applicable in the event that You purchased both the Covered Vehicle and Your Replacement Vehicle.
- 8. Lease Guarantee Benefit means the difference between the sum of the monthly lease payments for Your Replacement Vehicle and the sum of the monthly lease payment for the Covered Vehicle for the entire term of the respective leases. This benefit is only applicable in the event that You leased both the Covered Vehicle and Your Replacement Vehicle.
- 9. Replacement Vehicle Cost Basis: If You purchased the Covered Vehicle new (defined as any vehicle other than a used vehicle the Replacement Vehicle Cost Basis means the lesser of the actual sales price of the Replacement Vehicle, not to exceed the Manufacturer's Suggested Retail Price (MSRP) of the Covered Vehicle, plus sales tax, and title fees. If Covered Vehicle was purchased used (defined as a vehicle with an odometer reading of over two thousand (2000) miles, or previously registered or licensed to another owner). Replacement Vehicle Cost Basis means the lesser of the actual sales price of the Replacement Vehicle or the retail value listed for Your Replacement Vehicle in the National Automobile Dealers Association (NADA) Official Used Car Guide in the month in which the Covered Vehicle was stolen. NOTE: Rollover balances from prior loans are specifically excluded from this definition, and warrantor hereby specifically excludes coverage for such balances.
- 10. Replacement Vehicle means a vehicle of the same make, model, and equipment as the Covered Vehicle, that You purchase or lease to replace the Covered Vehicle that was stolen and declared a Total Loss during the term of this limited warranty. The Replacement Vehicle must be purchased or leased from the Authorized Dealer. Additionally, this vehicle must be the same number of model years old as the Covered Vehicle on the date that the Covered Vehicle was originally purchased. Finally, the Replacement Vehicle transaction must be consistent with the Covered Vehicle transaction (i.e. if Covered Vehicle was purchased, the Replacement Vehicle must be purchased; If the Covered Vehicle was leased, the Replacement Vehicle must be leased.

## **TERMS & CONDITIONS**

1) It is an absolute condition of coverage the You purchase and maintain automobile physical damage coverage on the Covered Vehicle for the full term of this limited warranty; 2) The Automobile Theft Protection program must be PROPERLY AND PROFESSIONALLY applied to, or installed on, Your Covered Vehicle in order for benefits to apply; 3) Any benefit payment issued under this limited warranty must be used to purchase or lease a Replacement Vehicle. Additionally, it is understood and agreed that any payments due under this limited warranty will be issued directly to the Authorized Dealer by the Administrator; 4) It is a condition of this limited warranty that the Replacement Vehicle must be purchased or leased from the Authorized Dealer within ninety (90) days of the date that the primary insurer issues its settlement check; 5) The purchase price of Your Replacement Vehicle must be equal to or greater than the purchase price for the Covered Vehicle; 6) Any rebate available on Your Replacement Vehicle must be paid to the Authorized Dealer as part of the purchase price; 7) In the event that You wish to purchase or lease a replacement vehicle that does not meet the definition of Replacement Vehicle and the actual cash value of the Covered Vehicle as determined by Your primary insurer at the time of theft; however, in no case will this benefit exceed the amount that the Administrator would have paid in the event the You replaced Your Covered Vehicle with a vehicle meeting the definition of Replacement Vehicle; 8) In the event that You purchased or leased the Covered Vehicle new ( as defined above), and in the event that the Covered Vehicle model or equipment has been discontinued, benefits due under this limited warranty will be calculated based upon a Replacement Vehicle or like kind and quality to the Covered Vehicle, to the closest extent possible; 9)This limited warrant is NOT transferrable.

#### **CANCELLATION**

You may cancel this limited warranty at any time by mailing in a written notice to the Administration. No refund will be due. If **We** cancel this limited warranty, written notice will be mailed to **You** at the last known address and to the Lien holder, if applicable, at least thirty (30) days prior to the effective date of the cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation. **We** may only cancel this limited warranty under the following conditions: 1) If **You** have not paid the premium for the Automobile Theft Protection program; 2) A material misrepresentation by You to the seller or Warrantor; 3) Fraud by You related to the purchase of the Automobile Theft Protection program or a claim made under this warranty. If **You** substantially breach any of **Your** duties under this limited warranty.

### **EXCLUSIONS**

There is no coverage for any loss: a) that resulted from theft by any person who had access to the keys of the Covered Vehicle, or any persons related to You by blood, marriage, or adoption including wards of foster children; b) When the keys are left in or on the Covered Vehicle; c) to any vehicle that is used for any commercial purposes or emergency services whatsoever; d) to van conversions not made by the original vehicle manufacturer, or for any other vehicle which is not listed in the NADA Official Used Card Guide; e) in which You fail to report the theft to police within twenty four (24) hours of Your discovery of the theft; f) in which You fail to notify the Administrator, Advanced Protection Products International, Inc., within thirty (30) days of Your discovery of the theft; g) in which You, or anyone acting on Your behalf, commit any fraudulent act, or falsely swear with regard to any fact or circumstance of the covered loss or claim. Additionally, there is no coverage for any loss resulting directly or indirectly from any dishonest, fraudulent, illegal, or criminal act by You or any acting in Your behalf, whether acting alone or in collusion with others; or due to conversion, embezzlement or secretion by any person in lawful possession of the Covered Vehicle.

#### **CLAIM PROCEDURES**

You must contact the **Administrator**, Advanced Protection Products International, Inc. (**APPI**), at 1-888-366-3774 within thirty (30) days of **Your** discovery of the theft. **You** must forward legible copies of the following documents to **APPI** within sixty (60) days of primary insurance company settlement: 1) copy of this limited warranty agreement;

- 2) complete copy of the police report including any supplements and/or recovery reports;
- 3) copy of the original buyer's order for the **Covered Vehicle** stating the purchase price along with the factory options and accessories affixed thereto at the time of delivery:
- 4) copies of Your primary insurance company settlement check, declarations page, vehicle theft affidavits, proof of loss, and valuation worksheet;
- 5) copy of buyer's order for the **Replacement Vehicle** stating the **Replacement Vehicle** purchase price, along with the factory options and accessories affixed thereto at the time of delivery;
- 6) any other documents that **APPI** reasonably requests. Unless otherwise excluded under the terms and conditions of this limited warranty, **Administrator** will issue payment within sixty (60) days of receipt of the documentation referenced herein.

NOTE: The person who purchases the **Replacement Vehicle** MUST be the same person who purchased the **Covered Vehicle**.

# **STATE PROVISIONS**

<u>CALIFORNIA CONSUMERS</u>: to be eligible for this warranty, the warranty holder must have comprehensive insurance coverage on the Covered Vehicle that is protected by the antitheft device.

**GEORGIA CONSUMERS**: This limited warranty is considered a product warranty and not insurance under the laws of the State of Georgia. Only the benefit and incidental costs resulting from a theft and specified in this limited warranty are provided by this limited warranty.

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

MASSACHUSETTS CONSUMERS: THIS LIMITED WARRANTY IS CONSIDERED A PRODUCT WARRANTY AND NOT INSURANCE UNDER THE LAWS OF THE STATE OF MASSACHUSETTS.

<u>MICHIGAN CONSUMERS</u>: This Limited Warranty is provided at no charge with the purchase of the Automobile Theft Protection program which has been professionally installed or applied to Your Vehicle.

MISSISSIPPI CONSUMERS: This warranty is regulated by the Mississippi Motor Vehicle commission, P.O. Box 16873, Jackson MS 39236; 601-897-3995.

**NEW HAMPSHIRE CONSUMERS:** In the event that You do not receive satisfaction under this agreement, You may contact the New Hampshire Insurance Department 21 South Fruit Street, Suite 14, Concord, NH 03301, (800) 852-3416.

**NEW JERSEY CONSUMERS:** THIS AGREEMENT IS A PRODUCT WARRANTY, NOT INSURANCE, AND IS UNDER THE PURVIEW OF THE DIVISION OF CONSUMER AFFAIRS. Questions about the warranty may be directed to the Division of Consumer Affairs, 124 Halsey Street,

7th Floor, P.O. Box 45028, Newark, New Jersey 07101, <a href="www.njconsumeraffairs.gov">www.njconsumeraffairs.gov</a>. Questions about the warranty reimbursement insurance policy may be directed to the Department of Banking and Insurance, 20 West State Street, PO Box 325, Trenton, NJ 08625, (800) 446-7467, <a href="www.state.ni.us/dobi/index.html">www.state.ni.us/dobi/index.html</a>.

OHIO CONSUMERS: This vehicle protection product warranty is not subject to the insurance laws of the state, contained in Title XXXIX of the Ohio Revised Code. This warranty may not include all of the benefits or protections of an insurance policy that includes theft coverage issued by an insurer authorized to do business in Ohio.

**OREGON CONSUMERS**: Unresolved complaints concerning a registered warrantor or questions concerning the regulation of a warrantor may be addressed to the Oregon Insurance Division, Consumer Advocacy Unit at 350 Winter St. NE, Room 440, Salem, OR 97309-0405, 503-947-7984 or 888-877-4894.

**TENNESSEE CONSUMERS**: The warranty benefit is intended to reimburse the warranty holder for incidental costs associated with the failure of the Automobile Theft Protection program.

**TEXAS CONSUMERS**: Obligations of the warrantor under this Vehicle Protection Product are insured under a Reimbursement Insurance Policy. Vehicle Protection Products are regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599. Unresolved complaints concerning a registered warrantor or questions concerning the regulation of a warrantor may be addressed to the Texas Department of Licensing and Regulation.

<u>WASHINGTON CONSUMERS</u>: This agreement, issued by Advanced Protection Products International, Inc., the Guarantor, is considered to be a Protection Product Guarantee subject to the requirements of Chapter 48.110 RCW. Warranty Holder, as a protection product guarantee holder, is entitled to apply directly and without delay to the reimbursement insurance company for payment or performance due.

<u>WISCONSIN CONSUMERS</u>: Obligations of the warrantor under this limited warranty are insured under a reimbursement insurance policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038. If a covered claim is not provided by the warrantor or the warrantor fails to meet any obligation under the term of this limited warranty within sixty (60) days after proof of loss has been filed, **You** may apply for reimbursement directly with the Insurance Company at the above address or by calling (866)505-4048.

You are not required to have comprehensive insurance on the Covered Vehicle in order to obtain benefits under this limited warranty.

Total Loss means the Vehicle is determined by Your primary insurance carrier to be damaged beyond reasonable repair. If the Covered Vehicle has no comprehensive insurance coverage, the amount of damage sustained as a direct result of the theft of the Covered Vehicle will be determined by an independent appraiser.

Purchase Guarantee Benefit means the difference between the Replacement Vehicle Cost Basis, and the actual cash value of the Covered Vehicle as determined by Your primary insurer at the time of theft. If the Covered Vehicle has no comprehensive insurance coverage, the actual cash value will be determined by an independent appraiser. This benefit is only applicable in the event that You purchased both the Covered Vehicle and Your Replacement Vehicle.

CLAIM PROCEDURE, If the Covered Vehicle has no comprehensive insurance coverage and in the event of a claim, You must provide all of the following documentation to the Administrator:

- 1) copy of this limited warranty agreement;
- 2) complete copy of the police report including any supplements and/or recovery reports;
- 3) copy of the original buyer's order for the **Covered Vehicle** stating the purchase price along with the factory options and accessories affixed thereto at the time of delivery;
- 4) Confirmation from such law enforcement agency that Your Vehicle was not recovered within thirty (30) days following the report;
- 5) copy of buyer's order for the **Replacement Vehicle** stating the **Replacement Vehicle** purchase price, along with the factory options and accessories affixed thereto at the time of delivery;
- 6) any other documents that APPI reasonably requests.