

Theft	<b>Deterrent</b>	<b>Protection</b>
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ID#		
Date		

17732 Highland Rd. • Ste. G-158 • Baton Rouge, LA 70810 • (888) 366-3774 • Fax (225) 612-6731

REGISTERED OWNER (CONSUMER)			AUTHORIZED DEALER (SELLER) CODE		
Address			Address		
City	State	Zip	City	State	Zip
Home Phone	Bus. Phone		Phone	Contact	
Year Make	Model	VIN#		Mileage/Hours	
FINANCIAL AGREEMI	ENT		LENDOR/LESSOR		
LOAN LEASE	Term ( Months)		Address		
Price	Vehicle Price		City	State	
\$	\$				

I/We have read this certificate in its entirely and fur equired in order to purchase or obtain financing for			
I ACCEPT THIS PROTECTION		I REJECT THIS PROTECTION	
Consumer Signature(s)	Date	Consumer Signature(s)	Date
Dealer/Lender/Lessor	Title	Date	

# LIMITED WARRANTY

In the event the Theft Protection Program fails to prevent the vehicle specified in this registration application from being stolen, and further, that the alphanumeric Registration Code system fails to affect the recovery of the vehicle and such failure results in the registered vehicle being declared a total loss due to either unrecovered theft or constructive total loss as a direct result of a theft, APPI, Inc. (Advanced Protection Products International, Inc.) hereby guarantees to pay the benefit set forth below and in accordance with the terms and conditions listed on the reverse side. Obligations of the guarantor under this Vehicle Protection Product are insured under a reimbursement policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038.

- A. \$3,000 with respect to a covered vehicle.
- B. \$2,000 additional benefit in the form of a credit to the dealership if customer returns to issuing dealer for the purchase of a new vehicle.
- C. \$1,000 APPI, Inc. will pay up to \$1,000 of customer's insurance deductible.

With respect to used vehicles, this coverage is further restricted to a payment not exceeding 100% of the registered vehicle's actual cash value at the time of loss, which will be made in the form of a credit at the dealership stated on this application, for sole purpose of purchasing a replacement vehicle. In the event the applicant moves out of the state in which the registered vehicle is purchased, APPI, Inc. will arrange to make such credit at a dealership of the customer's choice. THIS AGREE-MENT IS A PRODUCT WARRANTY AND IS NOT INSURANCE. IT IS NOT SUBJECT TO STATE INSURANCE LAWS BUT IS SUBJECT TO STATE LAW CONCERNING WARRANTIES.

# **See Important Terms and Conditions on Reverse Side**

#### DEFINITIONS

- A) "We", "Us" and/or "Our" will mean 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.
- B) "Administrator" will mean 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.
- C) "You" and "Your" will mean the purchaser of the Theft Protection Program as listed in the Customer Information section of this Limited Warranty or the individual to whom the Covered Vehicle was sold to and to whom this Limited Warranty was properly transferred.
- D) "Vehicle" or "Covered Vehicle" will mean the Vehicle described in the Covered Vehicle Information section of this Limited Warranty.
- E) "Limited Warranty" or "Warranty" will mean this Theft Protection Program Limited Warranty.
- F) "Theft Protection Program" will mean the Theft Deterrent System installed on the Covered Vehicle.
- G) "Actual Cash Value" of a Covered used Vehicle will be determined using the then current region-specific NADA Official Used Car Guide with appropriate adjustments for mileage or optional equipment.

# **TERMS AND CONDITIONS**

- A) The Warranty term is 60 months. The Warranty commences on the date shown on the front of this Limited Warranty.
- B) You must have in effect at the time of the theft, comprehensive insurance on Your Vehicle in an amount at least equal to the Actual Cash Value of Your Vehicle. (Wisconsin residents: You are not required to have comprehensive insurance coverage on Your Vehicle in order to obtain benefits from this Limited Warranty).
- C) The Vehicle will be determined to be unrecoverable when the registered customer's physical damage insurance company issues full and final theft settlement payment to the registered customer.
- D) The registered customer may transfer this Limited Warranty at the time of Vehicle resale, subject to a \$25.00 transfer fee paid to Advanced Protection Products International, Inc. within 15 days of the Vehicle resale date. Copies of the new registered title and Bill of Sale must also be included with the transfer request.
- E) In the event any of the windows of the Vehicle covered by this Limited Warranty are replaced, the registered customer must contact the dealership stated on this Warranty within 30 days to arrange for the replacement window(s) to be etched with the Vehicle's alphanumeric registration code. Failure to do so will void this Warranty.
- F) We will not pay for claims if the Covered Vehicle was left unlocked or if the keys were left in the Vehicle. No coverage is provided for losses resulting from deception, in fact or in law, or illegal acts of the registered customer, whether acting alone or in collusion with others.
- G) The Theft Protection Program (TPP) is completely voluntary. There is no requirement that purchase of the TPP be part of the purchase of the vehicle. The fee for the TPP is specified on the front of this Warranty.
- H) Cancellation of this Limited Warranty by Us may only occur due to non-payment by You for the Theft Protection Program, a material misrepresentation by You to the seller or Warrantor, fraud by You related to the purchase of the Theft Protection Program or a claim made under this Warranty, or a substantial breach of duties by You relating to this Warranty.
- I) This Limited Warranty provides coverage for losses sustained while the Vehicle described in this Warranty is within the United States of America, its territories or possessions, and Canada, or is being transported between parts thereof.
- CLAIM PROCEDURE: In the event of a claim, the registered customer must provide all of the following documentation to the Administrator, Advanced Protection Products International, Inc., 17732 Highland Rd., Suite G-158, Baton Rouge, LA 70810 or 888-366-3774 before any payment can be processed:
- 1) Copy of this Limited Warranty:
- 2) Copy of registered customer's insurance company's settlement check:
- 3) Copy of the Vehicle registration;
- 4) Copy of police report(s);
- 5) Copy of the registered customer's insurance company's proof of loss, showing the date of loss, specific cause of loss and gross settlement figures. Additionally, any person seeking benefits under this Limited Warranty must:
- 1) Notify the police within 24 hours of the discovery of the theft:
- 2) Report the claim to Advanced Protection Products International, Inc. within 45 days of the insurance settlement date;

<u>Please</u> be certain all of the above documents are totally legible, otherwise payment under this Limited Warranty will be suspended until legible copies can be obtained. Advanced Protection Products International, Inc. will instruct an independent appraiser to calculate the Actual Cash Value of the Vehicle at the time of loss if the Vehicle is not recovered, or verify whether the Vehicle is deemed a constructive total loss, as a direct result of the theft, if the Vehicle is recovered. Calculation of Actual Cash Value only applies to used Vehicles.

# ADDITIONAL BENEFITS TO PURCHASER IF YOUR VEHICLE IS STOLEN

CAR RENTAL - APPI, Inc. will reimburse you for car rental of \$25.00 per day maximum of 30 days or until your comprehensive theft insurance carrier provides a car or settles your loss, whichever is earlier. (Maximum payout is \$750.00) TRIP INTERRUPTION - If your vehicle is stolen more than 100 miles from your home, APPI, Inc. will reimburse you \$100.00 for every day you are required to be away from home, for a maximum of three days, or \$300.00 for one-way home fare. (Maximum payout \$300.00)

**TOWING AND STORAGE REIMBURSEMENT** - If your car is stolen, recovered within 30 days and towed to a recovery lot, APPI, Inc. will reimburse you for the towing and storage charges at \$20.00 per day for a maximum of 14 days. (Maximum payout of \$280.00)

HOMEOWNERS DEDUCTIBLE - APPI, Inc. will pay you up to \$500.00 of your property insurance policy's deductible for valuables stolen from the registered vehicle as a result of the vehicle being stolen. COMPREHENSIVE DEDUCTIBLE - APPI, Inc. will pay you up to \$500.00 of your comprehensive theft insurance policy's deductible if your vehicle is stolen, recovered within 30 days and deemed not a total loss. ADDITIONAL TERMS AND CONDITIONS

- 1. To receive benefits for car rental, trip interruption and towing and storage reimbursement, you must demonstrate that your comprehensive theft insurance does not provide duplicate coverage.
- 2. For the homeowners deductible and the comprehensive deductible, you must prove your deductible has been paid in order to qualify for reimbursement.

# **CLAIM PROCEDURE FOR ADDITIONAL BENEFITS:**

In the event of a claim, the registered customer must provide all of the following documentation to Advanced Protection Products International, Inc., 17732 Highland Rd., Ste. G-158, Baton Rouge, LA 70810, Phone: (888) 366-3774, Fax (225) 612-6731 before any payment can be processed.

- 1. Copy of this Agreement;
- 2. Copy of the vehicle registration;
- 3. Copy of the police report(s);
- 4. Copy of the registered customer's insurance company's proof of loss, showing the date of loss, specific cause of loss, and gross settlement figures.

  Additionally, any person seeking benefits under this Limited Guarantee must:
  - 1. Notify the police within 24 hours of the discovery of the theft;
  - 2. Report the claim to Advanced Protection Products International, Inc. within 90 days of the insurance settlement date; and,
  - 3. Cooperate with Advanced Protection Products International, Inc. in the investigation and settlement of the claim, including but not limited to the submission of additional documents, and/or recorded statements or examinations under oath.

If required by lienholder all claims settlement payments will include both the lienholder and customer as payee.

This is not an insurance policy, it is a service contract. Our obligations and the performance to You under this Contract are guaranteed and insured by a policy issued by Wesco Insurance Company (a California approved insurance company), 59 Maiden Lane, 43rd Floor, New York, NY 10038, If a covered claim is not paid within sixty (60) days after proof of loss has been filed. You may file a claim directly with the Insurance Company at the above address or by calling (866) 505-4048.

# STATE DISCLOSURES

If You have questions regarding Your Limited Warranty, You may contact the Warrantor, Advanced Protection Products International, 1-866-366-3774. This Agreement is a product Warranty and not insurance. It is not subject to state insurance laws but is subject to state law concerning Warranties. To be eligible for this Warranty, the Warranty Holder must have comprehensive insurance coverage on the Vehicle that is protected by the anti-theft device. Benefits are payable upon the theft of the vehicle. We will pay the benefit set forth under "Limited Warranty Benefit" on the front page for the difference between the actual cash value of the stolen vehicle and the vehicle's replacement cost, temporary vehicle rental expenses, reimbursement for insurance policy deductible, and registration fees and taxes on a replacement vehicle. If the registration card is stolen along with an unrecovered vehicle the requirement that You provide a copy of the registration is waived.

THIS AGREEMENT IS NON-CANCELABLE AND NON-REFUNDABLE BY THE WARRANTY HOLDER UNLESS OTHERWISE REQUIRED BY STATE OR LIENHOLDER