

# **OLD REPUBLIC INSURANCE COMPANY**

8282 S Memorial Drive #202, Tulsa, OK 74133 • 800-331-3780

## — CERTIFICATE OF COVERAGE—

### **APPI INC. THEFT DETERRENT SYSTEM**

PRODUCTS INTERNATIONAL,	NC.

PRODUCTS INTERNATIONAL, INC.						
CERTIFICATE HOLDER NAME(S)				SY	STEM REGISTRATION CODE	
ADDRESS						
CITY	STA	ATE ZIP		С		RTIFICATE NOT VALID WITHOUT AUTHORIZED REGISTRATION CODE
YEAR	MAI	AKE MODEL				CERTIFICATE NUMBER
VIN						
CERTIFICATE PURCHASE DATE VEHICI		VEHICLE	E PURCHASE PRICE			
AMOUNT FINANCED		SYSTEM SALES PRICE		E N	NEW VEHICLE USED VEHICLE	
FOR COMPA	ANY USE	ONLY ("X" ]	NDICATES.	APPLICABL	E CO	VERAGE PERIOD & REPLACEMENT BENEFIT )
COVERAGE PERIOD		REPLACEMENT BENEFIT (VALID AT THE DEALER NAMED BELOW)				
60 MONTHS		\$ 2,500				
DEALER NAME						DEALER ACCOUNT NUMBER
CITY		STATE		ZIP		
CONTACT		1		PHONE		
THIS CERTIFICATE SHALL NOT DU INSURANCE CARRIER.	JPLICATI	E COVERAG	E AFFORDE	D BY YOUR	COM	IPREHENSIVE PHYSICAL DAMAGE POLICY FROM YOUR PRIMARY
			ADI	DITIONAL	BEN	EFITS
CAR RENTAL REIMBURSEMENT		\$ 7	50.00*	Actual car rental expenses reimbursed up to \$25.00 a day for a maximum of 30 days.		
			50.00	Actual cal le		
TRIP INTERRUPTION REIMBURSE	MENT	\$ 3	00.00*	If the Vehicle	e is sto ranspo	blen more than 100 miles from Your home, We will reimburse You for meals, rtation and airfare. Meals hotel and local transportation expenses are limited to
TRIP INTERRUPTION REIMBURSE HOMEOWNER'S DEDUCTIBLE REIMBURSEMENT	MENT			If the Vehicle hotel, local tr \$100.00 per o If Your valua	e is sto ranspo day. ables a	blen more than 100 miles from Your home, We will reimburse You for meals,

\* MAXIMUM BENEFIT PAYABLE FOR THIS CERTIFICATE OVER THE ENTIRE COVERAGE PERIOD.

### **CLAIM PROCEDURE**

In the event of theft, You must contact Us to establish a claim file by calling (888) 366-3774 within thirty (30) days of the Date of Loss. Within sixty (60) days of the Date of Loss, You must provide Us or Administrator with proof of claim to include:

1. A copy of this Certificate;

2. Primary Insurance Coverage documents clearly identifying the Vehicle and specifying insurance coverage;

3. A copy of the **Primary Insurance Carrier's** claim settlement check(s) showing final payment as applicable;

4. A copy of the police report evidencing theft of the Vehicle;

5. Invoices for hotel, meals, transportation, or air fare as applicable;

6. A copy of the purchase/lease agreement for Replacement Vehicle as applicable;

7. Homeowner/renter insurance documents and claim data as applicable; and

8. Such other documents as may be reasonably requested by Us or Administrator listed below

### ADMINISTRATOR: ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. 17732 HIGHLAND ROAD, SUITE G-158

**BATON ROUGE, LA 70810** 

(888) 366-3774

CERTIFICATE HOLDER(S) SIGNATURE DATE This certifies that a Theft Deterrent System has been installed on the Vehicle listed above. DEALER AUTHORIZED SIGNATURE DATE

WHITE - CONSUMER

YELLOW — PREMIER

PINK - DEALER

TDS-2500-NY

5/16/13 4:16 PM

Rev 5/13

### WHAT WE WILL PAY

We will pay You up to the maximum Replacement Benefit amount if the Stolen Vehicle is not recovered or, if recovered, deemed a total loss by the Primary Insurance Carrier and You purchase a Replacement Vehicle.

We will pay You up to the Additional Benefit amounts stated above upon proof of loss if the Vehicle is stolen during the coverage period. NO REPLACEMENT BENEFIT OR ADDITIONAL BENEFIT AMOUNTS WILL BE PAID if You do not have Primary Insurance Coverage in effect on the Date of Loss. You must have an applicable homeowners or renters policy in effect on the Date of Loss to claim the Homeowner's Deductible Reimbursement. Payment of all benefits is subject to all terms and conditions of this Certificate.

#### DEFINITIONS

- 1. ACTUAL CASH VALUE. The retail value of the Vehicle, on the Date of Loss as determined by Your Primary Insurance Carrier.
- 2. ADMINISTRATOR. The company named on the bottom front page of this Certificate who administers this Certificate.
- 3. **CERTIFICATE.** The document issued to **You** that provides the benefits stated in this **Certificate**.
- 4. CERTIFICATE HOLDER, YOU, YOUR. The person or entity, or an authorized Transferee, to whom the Vehicle was sold or leased and to whom this Certificate has been issued.
- 5. DATE OF LOSS. The earlier of the date established by Your Primary Insurance Carrier or the date the theft was reported to the appropriate police authority.
- 6. **INSURER, WE, US, OUR.** The insurance company named at the top of this **Certificate**.
- 7. **PRIMARY INSURANCE CARRIER.** The insurance company providing comprehensive physical damage coverage on the Vehicle.
- 8. PRIMARY INSURANCE COVERAGE. Comprehensive physical damage coverage on the Vehicle.
- 9. REPLACEMENT BENEFIT. The amount We will pay following the purchase/lease of a Replacement Vehicle calculated as the difference between the Replacement Cost Value/Capitalized Lease Cost of the Vehicle and the Actual Cash Value, but no greater than the maximum Replacement Benefit amount stated in this Certificate.
- 10. REPLACEMENT COST VALUE/CAPITALIZED LEASE COST.
  - a. For a new vehicle the **Replacement Cost Value/Capitalized Lease Cost** means the actual selling price of the **Replacement Vehicle**, including all applicable sales tax, registration and tag fees, less any applicable Manufacturer rebates, PROVIDED THAT, in no event shall the **Replacement Cost Value/Capitalized Lease Cost** exceed the Manufacturer's Suggested Retail Price of the **Replacement Vehicle**.
  - b. For a used vehicle the **Replacement Cost Value/Capitalized Lease Cost** means the actual selling price of the **Replacement Vehicle**, including all applicable sales tax, registration and tag fees, less any applicable Manufacturer rebates, PROVIDED THAT, in no event shall the **Replacement Cost Value/Capitalized Lease Cost** exceed the National Automotive Dealers Association Official Used Car Guide in **Your** state, adjusted for all manufacturer installed accessories, including any mileage adjustments.
- 11. **REPLACEMENT VEHICLE:** A new or used vehicle purchased by **You** from the Dealer named in this **Certificate** to replace the **Stolen Vehicle** within sixty (60) days of receipt of the insurance claims settlement payment from the **Primary Insurance Carrier**.
- 12. STOLEN VEHICLE. A Stolen Vehicle is a Vehicle that is reported for theft within twenty-four (24) hours to the police and reported to and Us or Administrator within thirty (30) business days after the date of theft (or as soon as reasonably possible).
- 13. TRANSFEREE. The person or entity, other than an automobile dealer, to whom this Certificate was transferred in accordance with the listed terms and conditions.
- 14. VEHICLE. The vehicle listed on the Certificate.

#### **TERMS AND CONDITIONS**

- 1. PRIMARY INSURANCE. You must carry Primary Insurance Coverage on the Vehicle on the Date of Loss in order to receive any benefits.
- 2. TOTAL LOSS. Your Primary Insurance Carrier must declare Your Vehicle a total loss due to theft before You are entitled to a Replacement Benefit.
- 3. HOMEOWNER'S DEDUCTIBLE REIMBURSEMENT. You must have applicable homeowners or renter's insurance in effect on the Date of Loss before You are entitled to a Homeowner's Deductible Reimbursement.
- 4. **TRANSFER. You** may request transfer of this **Certificate** at the time of the **Vehicle** resale, to other than an automobile dealer, or if **Your** lease is assumed by a private party. **You** must send **Us** or **Administrator**, within thirty (30) days of the resale date, a transfer fee in the amount of twenty-five (\$25.00) dollars, the name of the **Transferee**, copies of this **Certificate**, and the **Vehicle** registration and/or bill of sale. If approved, **We** will change the name on the **Certificate** and notify the **Transferee**.
- 5. COVERAGE PERIOD AND TERMINATION. The coverage period begins on the original Certificate purchase date. Coverage terminates upon expiration of the coverage period or upon transfer of ownership or surrender of a lease to a dealer or lessor, whichever is earlier.
- 6. MITIGATION OF LOSS. You shall take reasonable measures to reduce the probability of theft of the Vehicle.
- 7. PROOF OF CLAIM. You must submit proof of claim within sixty (60) days of the Date of Loss, or as soon thereafter as reasonably possible.
- 8. CLAIM PAYMENT. All claim payments will be issued in the name of the Certificate Holder and Dealer named in this Certificate.
- 9. SUIT. No suit, action or proceeding for the recovery of any claim under this Certificate shall be sustainable in any court of law or equity unless the same be commenced within six (6) years after the loss.
- 10. CONFORMITY TO STATUTES. Any of the terms of this Certificate which are in conflict with the statutes of the State in which it is issued are hereby amended to conform to such statutes.
- 11. ASSIGNMENT OF A VEHICLE. In the event that the Vehicle is sold or assigned (except if You purchase the Vehicle directly from the Lessor) before the end of the coverage period of this Certificate, coverage under this Certificate shall terminate as of the date of sale or assignment of the Vehicle, and the premium paid for this Certificate shall be deemed fully earned by Us, unless there has been an authorized Transfer of the Certificate.
- 12. SUBROGATION. In the event of Our payment of any Replacement Benefits under this Certificate, We shall be subrogated to all of Your rights of recovery against any person or organization, and You shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. You shall do nothing to prejudice such rights. Upon Our payment of any Replacement Benefit, all amounts recovered by You for which You have been fully reimbursed shall belong to Us and be paid by You to Us up to the total amount We paid for any Replacement Benefit.

#### EXCLUSIONS

This **Certificate** excludes coverage for a theft:

- a. Occurring prior to the Certificate purchase date;
  - b. Resulting directly or indirectly from forgery or any dishonest, fraudulent or criminal act, or due to conversion, embezzlement or concealment by any person in lawful possession of the Vehicle;
  - c. Occurring outside of the United States, its territories and possessions, Puerto Rico or Canada; or
  - d. Occurring after repossession, confiscation or surrender of the lease.
  - e. Necessary documentation not provided to Administrator within sixty (60) days from the Date of Loss.
  - f. Total loss or damage resulting from war, whether or not declared, civil war, insurrection, rebellion or revolution, nuclear reaction, nuclear radiation or radioactive contamination.
  - g. If no Primary Insurance Coverage, Homeowner's or Rental policy is in effect on Date of Loss.

#### ARBITRATION

Any controversy or claim arising out of or relating to this **Certificate** shall be settled by arbitration in the state of New York, in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.