



## DEFINITIONS

- A) "Agreement" will mean this Theft Protection Program Registration Application.
- B) "Theft Protection Program" will mean the Theft Deterrent System installed on the covered vehicle and the Registration Application as each are described on this application.
- C) "Actual Cash Value" of a covered used vehicle will be determined using the then current region-specific NADA Official Used Car/Motorcycle Guide with appropriate adjustments for mileage or optional equipment.
- D) "Guarantor, Warrantor and/or Provider" will mean Advanced Protection Products International, Inc.

## THEFT PROTECTION PROGRAM AGREEMENT – TERMS AND CONDITIONS

- A) The maximum agreement period on new and used vehicles is 60 months. The agreement commences on the date shown on the front of this agreement.
- B) 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.
- C) The registered customer may transfer this agreement 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.
- D) In the event any of the windows of the vehicle covered by this agreement are replaced, the registered customer must contact the dealership stated on this agreement 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 agreement.
- E) Advanced Protection Products International, Inc. will not pay for claims if the registered 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.
- F) 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 agreement.
- G) If the registered vehicle is found or returned after the insurance company has deemed it a total loss or the police department recovers the registered vehicle and the benefit has been paid, the registered vehicle belongs to the insurance company and/or Advanced Protection Products International, Inc.
- H) Cancellation of this agreement by Advanced Protection Products International, Inc. may only occur due to non-payment by the consumer for the vehicle protection product, a material misrepresentation by the consumer to the seller or guarantor, fraud by the consumer or a substantial breach of duties by the consumer relating to this agreement.
- I) This agreement provides coverage for losses sustained while the vehicle described in this agreement 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 Advanced Protection Products International, Inc., 17732 Highland Rd., Suite G-158, Baton Rouge, LA 70810 888-366-3774 before any payment can be processed.

- 1) Copy of this Agreement;
- 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 Agreement 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;
- 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.

**Please** be certain all of the above documents are totally legible, otherwise limited warranty payment will be suspended until legible copies can be obtained. If required by Lien Holder, all claims settlement payments will include Lien Holder and Customer as payee.

**If covered service is not provided by Advanced Protection Products International, Inc. before the 61st day after the date a proof of claim is filed, the customer may apply for reimbursement directly from Old Republic Insurance Company - Tulsa Branch at 8282 South Memorial Dr., Suite 202, Tulsa, OK 74133 • Tel: (800) 331-3780 • Fax: (918) 250-4873 info@orias.com.**

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 from a collision, as a direct result of the theft, if the vehicle is recovered. Calculation of actual cash value only applies to limited warranty on used vehicles.

## STATE DISCLOSURES

- California:** 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. Advanced Protection Products International, Inc. will pay the benefit set forth under "Guarantee Benefit" on the front page for the difference between the actual cash value of the stolen vehicle and the vehicle's replacement cost up to the policy deductible in the form of reimbursement, temporary vehicle rental expenses, registration fees and taxes on a replacement vehicle.
- Hawaii:** 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.
- New Jersey:** THIS AGREEMENT IS A PRODUCT WARRANTY, NOT INSURANCE, AND IS UNDER THE PURVIEW OF THE DIVISION OF CONSUMER AFFAIRS.
- Ohio:** This vehicle protection product warranty is not subject to the insurance laws of this 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:** 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:** This product is a Warranty. Any and all references to the term "Guarantee" are replaced with the term "Warranty". Obligations of the Warrantor to the Warranty Holder are insured under a reimbursement policy. The Warranty Benefit is intended to reimburse the Warranty Holder for incidental costs associated with the failure of the Theft Protection Product.
- Texas:** 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.
- Utah:** The Guarantee Benefit is the amount selected on the front of the Agreement regardless of the Actual Cash Value of the Covered Vehicle on the Date of Loss.
- Washington:** This agreement, issued by Advanced Protection Products International, Inc., 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.

## CANCELLATION

You may cancel this Contract at any time prior to the occurrence of a Total Loss caused by THEFT by mailing or delivering written notice of cancellation request to the Dealer. The Program Administrator must receive cancellation requests within (30) days of the requested cancellation date. If this Contract is cancelled within sixty (60) days of the date of purchase, You will receive a full refund. If this Contract is cancelled after sixty (60) days from the date of this Contract, the refund will be calculated using the pro rata refund method unless otherwise mandated by state law. The Financial Institution will be named as payee on any refund of this Contract. This Contract will not be reinstated after a cancellation has been processed.