Contract Number:								



urchase Date:								

# **APPLICATION APPEARANCE**

		MA	IN OFFI	CE (866) 660-70	003			
Owner Information:								
LAST NAME	FIRST NAM	E		PHONE		EMA <b>I</b> L		
ADDRESS					CITY		STATE	ZIP CODE
Co- Owner Information:								
NAME				PHONE		EMA <b>I</b> L		
ADDRESS					CITY		STATE	ZIP CODE
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Selling Dealership Inform	mation:							
DEALER ID#	DEALERSHIP NAME						PHONE	
ADDRESS					CITY		STATE	ZIP CODE
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Vehicle Information:								
VIN#		YEAR	MAKE			MODI	EL	
PRESENT MILEAGE		VEHICLE PUF	RCHASE	PRICE				
<u> </u>								
						_	To	o File A Claim:
Coverage Information:								
NEW 5 YEARS	USED 3 YEARS							a programa Shearanna
Product:								600000 -
Product.							<u> </u>	<b>4.2</b> 16.
INTERIOR ONLY	EXTERIOR ONLY	BUND	LE TOGE	THER AND SAV	E			1949)4445
\$	\$	\$						1 Table College
I have read, understand, an	d agree to the terms and c	onditions within th	e body of	fthis contract.				

SAMPLE

OWNER SIGNATURE:

I, the Vehicle Owner, hereby declare the above information is correct. I understand the purchase of this product does not require financing for the Covered Vehicle.

I ACKNOWLEDGE THE TERMS AND CONDITIONS LISTED ON THIS LIMITED WARRANTY, ONLY APPLY TO THE PRODUCT(S) SELECTED ABOVE AND THE SELLING DEALER
OF THE ASCENT PRODUCT(S) HAS PROVIDED ME WITH A COMPLETE COPY OF THIS LIMITED WARRANTY.

# Interior & Exterior Protection LIMITED WARRANTY TERMS & CONDITIONS

THIS IS A LIMITED WARRANTY AND NOT INSURANCE. THE SELLING DEALER MUST APPLY THE PURCHASED X-PLUS PRODUCT®, AS SELECTED, TO THE COVERED VEHICLE, TO RECEIVE THE BENEFIT OF THE LIMITED WARRANTY. ANY IMPLIED WARRANTY, SUCH AS THE WARRANTY OF MARKETABILITY OR WARRANTY OF FITNESS FOR A PARICULAR PURPOSE, IS LIMITED IN DURATION TO THE TERM OF THIS LIMITED WARRANTY. WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW LIMITATIONS OF HOW LONG AN IMPLIED LIMITED WARRANTY WILL LAST OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. NO EXPRESS RIGHTS ARE GIVEN UNDER THIS LIMITED WARRANTY EXCEPT FOR THOSE SPECIFICALLY DESCRIBED HEREIN. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

## **DEFINITIONS**

WE, US, and OUR mean Ascent Administration 360 South Smith Road Tempe Arizona 85281 the warrantor for this Limited Warranty.

**YOU** and **YOUR** mean the Covered Vehicle Owner identified on the Information Page and purchaser of the X-Plus protection products as indicated on the Application Page.

**COVERED VEHICLE** means the Vehicle identified on the Application Page to which the X-Plus protection products have been applied as indicated on the Application Page. New vehicles shall be defined herein as current year or less than two (2) calendar years from its date of manufacture. Used vehicles shall be defined herein as more than two (2) calendar years from its date of manufacture. The definitions herein of new and used vehicles shall be for warranty coverage periods only, not for determining Covered Vehicle value.

#### **TERM OF THIS LIMITED WARRANTY**

This Limited Warranty begins on the Product Purchase Date identified on the Application Page and expires upon the passing of the Limited Warranty term indicated on the Application Page.

#### WHAT THIS LIMITED WARRANTY COVERS

Each of the following sections describes the types of damage that each X-Plus product is designed to help prevent and what We will do in the event the product fails to perform as specified. Each section only applies if its purchase is indicated on the Application Page. We reserve the right to determine the type of repair necessary and the appropriate repair procedure to be used. Such service will be performed with reasonable promptness and quality. Ascent Administration has no obligation toward reimbursement of transportation or inconvenience costs during time of repair. **There is no deductible for service under this Limited Warranty.** 

Exterior: Ascent Administration hereby guarantees the applied exterior product will help prevent damage to the treated exterior surfaces caused by weather-induced fading, UV exposure, oxidation, hard water etching, bird droppings, tree sap, road salt, road de-icing agents, acid rain, insect damage (including but not limited to love bugs), accidental spray paint overspray or industrial fallout. Should the treated exterior surface become damaged from such environmental hazards, Ascent Administration will repair such condition completely free of charge, subject to the "WHAT THIS LIMITED WARRANTY DOES NOT COVER" section in this Limited Warranty. Ascent Administration reserves the right to repair any such damage through professional detailing or mobile repair service prior to repainting any surface

Interior: Ascent Administration hereby guarantees the applied Interior Protect product will help prevent damage to the treated interior cabin surfaces caused by permanent stains, UV exposure and temperature extremes; and will help prevent damage to the treated interior seating surfaces caused by rips, punctures and burns. Should the treated interior cabin surfaces become damaged by stains, UV exposure or temperature extremes, Ascent Administration will repair such condition completely free of charge, subject to the "WHAT THIS LIMITED WARRANTY DOES NOT COVER" section in this Limited Warranty. Should the treated interior seating surface become damaged by a rip, puncture or burn, Ascent Administration will repair and/or replace the damaged area completely free of charge, subject to the "WHAT THIS LIMITED WARRANTY DOES NOT COVER" section in this Limited Warranty. Ascent Administration reserves the right to attempt repair of any covered damage using professional reconditioning prior to the replacement with either an upholstery insert or replacement seating component.

#### WHAT YOU MUST DO

You must maintain the Covered Vehicle by washing the exterior regularly and vacuuming the interior frequently. THIS LIMITED WARRANTY DOES NOT INCLUDE GENERAL CLEANING AND MAINTENANCE OF THE COVERED VEHICLE'S PAINT, FABRIC OR LEATHER SURFACES. REGULAR CLEANING AND CARE IS NECESSARY. Please refer to manufacturer's care and maintenance instructions.

#### WHAT THIS LIMITED WARRANTY DOES NOT COVER

Limits of Liability: Our liability for each claim is limited to the lesser of the cost of repair of the treated area or up to the current average wholesale value of Your Covered Vehicle immediately preceding the damage resulting Your claim, as determined by the National Automobile Dealers Association ("N.A.D.A.") Official Used Car Guide. Our liability for all claims for the entire Limited Warranty period is limited to the average wholesale value of Your Covered Vehicle at the time the Ascent Administration product(s) were applied to Your Covered Vehicle, as determined by the National Automobile Dealers Association ("N.A.D.A.") Official Used Car Guide.

Each of the following sections describes the types of damage that will not be covered under this Limited Warranty for each Ascent product. Each section only applies if its purchase is indicated on the Information Page.

**Exterior Limitations/Exclusions:** This Limited Warranty does not cover pre-existing damage, non-clear- coated surfaces, damage caused by road hazards, vandalism, collision or similar accident, fire, hail damage, flood or other natural casualties, rusting of metal, modifications or alterations of the factory's original painted finish after application of the Ascent Administration product to your painted surfaces (e.g. repainted surfaces, aftermarket pin striping, vinyl graphics, etc.), paint chips, scratches, road striping paint; oxidation that has perforated to the primer coat or bare metal, and any damage caused by neglect or abuse.

Interior Limitations/Exclusions: This Limited Warranty does not cover: (1) stains or damage caused by tar, acid or other caustic or corrosive substances; (2) interior fabric, carpet, leather or vinyl damage resulting from flood, vandalism, abnormal use, surface wear or natural creases in leather and vinyl seats, modification or alteration of leather or vinyl surfaces; (3) damage caused by rusting or poor adhesion to the surface to which the leather or vinyl has been attached; (4) surfaces which have become subject to a claim arising out of a collision, manufacturing defects (e.g. fabric shredding, improper vinyl and/or leather adhesion, etc.); (5) headliners, steering wheels, side door storage compartments; (6) vandalism, terrorism, acts of God, neglect or abuse, and normal wear and tear. If a permanent stain is caused by dye or ink damage or if a stain occurs on the dashboard or an interior door panel, the repair is limited to reconditioning and/or re-dyeing the damaged area only; or (7) odors of any kind. This Limited Warranty does not cover rips, punctures and burns to fabric, vinyl and/or leather that occur prior to delivery, rips greater than six (6) inches in length, punctures and burns greater than a half (1/2) inch in diameter.

#### TRANSFER & CANCELLATION

Covered Vehicle Owner's Right to Transfer: The original Covered Vehicle Owner will have the right to transfer this Limited Warranty to the first subsequent owner of the Covered Vehicle. To continue the Limited Warranty coverage, the first subsequent owner must e-mail Us <a href="mailto:transfer@ascentadmin.com">transfer@ascentadmin.com</a> to request a Warranty Transfer within 30 days from the date of transfer/purchase of the Covered Vehicle.

The product(s) that You have purchased, as indicated on the Application Page, have been applied to Your Covered Vehicle and cannot be removed; therefore, THIS LIMITED WARRANTY IS NON-CANCELABLE BY YOU AND THE PURCHASE PRICE OF EACH PRODUCT IS NON-REFUNDABLE.

We may only cancel this Limited Warranty if (1) You fail to pay the purchase price for the product(s) (2) You make a material misrepresentation to Us or the Dealer in obtaining one or more products and/or this Limited Warranty, (3) You commit fraud related to this Limited Warranty, or (4) You substantially breach Your duties under this Limited Warranty. If We cancel this Limited Warranty, We shall mail to You written notice of cancellation stating the reason for and effective date of cancellation at Your last known address in our records at least 30 days prior to the effective date of the cancellation. No refund will be issued in the event of such cancellation.

## **HOW TO MAKE A CLAIM**

Damage once incurred, may greatly worsen unless repairs are promptly made. In order to reasonably minimize any additional damage that might occur, a claim must be filed online at <a href="www.ascentadmin.com">www.ascentadmin.com</a>, or by calling (866) 660-7003 within sixty (60) days from the onset of damage. **Photos of the damage may be required for the processing of the claim.** 

• You must call Us at (866) 660-7003 and receive a claim authorization number PRIOR to initiating any repairs. Our claims hours are 6:30am-4:30pm PST Monday through Friday. In order to reasonably minimize further damage which might occur, a claim must be filed with Us within

sixty (60) days from the date of either the appearance of damage covered by this Limited Warranty or the time when damage could have been discovered upon reasonable observation or inspection.

- We will give you authorization to have the repair made when the claim is approved. Any repairs made on claims prior to receiving authorization will be denied.
- For reimbursement, after all services are completed, you must provide Us a copy of the following: (1) this Limited Warranty; (2) the invoice(s) or receipt(s) evidencing the applicable service(s); (3) the completed claim form with the claim number; and (4) any other records reasonably requested by Us. This information must be submitted to: **Ascent Administration** via the online form at www.ascentadmin.com; or email: <a href="mailto:claims@ascentadmin.com">claims@ascentadmin.com</a>. If you are unable to use the online or email options, You must contact (866) 660-7003 for submission instructions.

#### **INSURANCE BACKING**

Obligations of the provider under this Limited Warranty contract are guaranteed under a contractual liability insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to make a claim directly against Old Republic Insurance Company, P.O. Box 35008, Tulsa, OK 74153-0008.

#### STATE SPECIFIC AMENDMENTS

Georgia residents: This Limited Warranty may not be canceled by You or Us.

Hawaii residents: Unresolved complaints or questions concerning a registered warrantor may be addressed to the Department of Commerce and Consumer Affairs, 335 Merchant St, Honolulu, HI 96813, 808-587-3222.

Indiana residents: This contract is not insurance and is not subject to Indiana insurance law.

Mississippi residents: Regulated by the Mississippi Motor Vehicle Commission, 1755 Lelia Drive, Suite 200, Jackson, MS 39216, 601-987-3995.

**Oregon residents:** Unresolved complaints concerning a warrantor or questions concerning the regulation of a warrantor may be addressed to the Department of Consumer and Business Services, Consumer Advocacy Unit at 350 Winter Street NE, P O Box 14480, Salem, Oregon 97309, or at 888-877-4894.

Virginia residents: If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

**Washington residents:** This agreement is a Protection Product Guarantee in which Ascent Administration is the Product Guarantee Provider. If you wish to file a claim directly with our reimbursement carrier Old Republic Insurance Company, please do so at P.O. Box 35008, Tulsa, OK 74153-0008, phone number: (800) 331-3780.