

Limited Warranty:



Vehicle Purchase Date:

### APPLICATION / GPS

MAIN OFFICE (866) 660-7003

Warranty Holder:

LAST NAME

FIRST NAME

PHONE

EMAIL

ADDRESS

CITY

STATE

ZIP CODE

Co- Owner Information:

NAME

PHONE

EMAIL

ADDRESS

CITY

STATE

ZIP CODE

Selling Dealership Information:

DEALER ID#

DEALERSHIP NAME

PHONE

ADDRESS

CITY

STATE

ZIP CODE

Vehicle Information:

VIN#

YEAR

MAKE

MODEL

PRESENT MILEAGE

Product Information:

GPS PURCHASE PRICE

Contract Term:

1 YEAR

3 YEARS

5 YEARS

7 YEARS

**You have read, understand, and agree to the terms and conditions within the body of this Limited Warranty. THIS IS A PRODUCT WARRANTY AND NOT INSURANCE. You have read this Limited Warranty in its entirety and fully understand its content and acknowledge receipt of a copy hereof. YOU FURTHER UNDERSTAND THAT THE GPS THEFT RECOVERY SYSTEM IS NOT REQUIRED IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR THE VEHICLE AND THAT YOUR ACCEPTANCE OF COVERAGE UNDER THIS LIMITED WARRANTY IS VOLUNTARY. 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 Limited Warranty gives you specific legal rights and You may also have other rights which may vary from state to state.**

SAMPLE

OWNER SIGNATURE:

**You, 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 GPS THEFT RECOVERY SYSTEM AND THE SELLING DEALER OF THE ASCENT PRODUCT HAS PROVIDED ME WITH A COplete COPY OF THIS LIMITED WARRANTY.**

DATE:

## WARRANTY COVERAGE

This **Limited Warranty** commences on the **Vehicle Purchase Date** noted above. In the event the **GPS Theft Recovery System** on the **Covered Vehicle** specified above of this **Limited Warranty** fails to deter the **Covered Vehicle** from being stolen and such failure results in a **Total Loss** as defined herein, **We** hereby warrant to pay directly to **You (Customer)** a benefit of \$10,000 plus:

\$1,000 Travel Allowance - Guarantees that if the **Covered Vehicle** is stolen when traveling more than two hundred (200) miles from **Your** permanent residence, the **Customer** will be reimbursed up to one hundred sixty-seven dollars (\$167) per day for a maximum of six (6) days for meals (restaurant only) and lodging (hotels, motels only) expenses incurred.

\$1,000 Airfare Allowance - Guarantees that if the **Covered Vehicle** is stolen when traveling more than two hundred (200) miles from **Your** permanent residence, the **Customer** will be reimbursed up to one thousand dollars (\$1,000) for airfare necessary to return **You** and **Your** immediate family to **Your** place of primary residence.

\$500 Rental Car Allowance - Guarantees that if the **Covered Vehicle** is stolen, the **Customer** will be reimbursed up to thirty-five dollars (\$35) per day to a maximum of five hundred dollars (\$500) for rental car expenses incurred in excess of what is not covered by **Your** primary insurance company.

## DEFINITIONS

For the purposes of this **Limited Warranty** the following terms are defined:

**Administrator:** means Ascent Administration Services, 360 South Smith Road, Tempe, Arizona 85281, Telephone: (866) 660-7003, the party responsible for administering the benefits provided under this **Limited Warranty**.

**Commercial Use:** means Vehicles used for Farming or Ranching, Route Work (excludes Snow Removal), Job-Site Activities, Service or Repair Work and Delivery of Goods. Usage must not exceed manufacturer's ratings and/or limitations.

**Covered Vehicle:** means the **Vehicle** that has been purchased by **You**, and has had the **GPS Theft Recovery System** properly and professionally installed.

**Customer, You, Your, or I:** means the purchaser of the **Covered Vehicle**, as listed on the Application Page, and whose signature appears on the Application Page of this **Limited Warranty**.

**Date of Loss:** means the date on which the theft of the **Covered Vehicle** occurred. If such date is indeterminable, the **Date of Loss** will be either the date established by the primary comprehensive insurance company or the date the theft was reported to the police, whichever is earliest.

**Dealer:** means the entity where **You** purchased **Your Covered Vehicle**. In the event the **Dealer** is no longer in business **Dealer** shall mean entity where **You** purchase **Your** replacement vehicle.

**GPS Theft Recovery System:** means the GPS unit provided by and installed by the selling **Dealer** on the **Covered Vehicle** to deter the theft of the **Covered Vehicle**.

**Limited Warranty:** means a written agreement by the **Warrantor**, where the **Warrantor** agrees to pay the **Customer** specified incidental costs if the **GPS Theft Recovery System** fails to deter the loss of the **Covered Vehicle** pursuant to the terms of this **Limited Warranty**.

**Limited Warranty Period:** means the period between the **Vehicle Purchase Date** and the termination of this **Limited Warranty** as described in the Terms and Conditions herein.

**Total Loss:** means that if the **Covered Vehicle** was covered by the **Customer's** primary comprehensive insurance, the **Total Loss** shall be when the **Covered Vehicle** is stolen and has not been recovered within thirty (30) days of the **Date of Loss** or the **Covered**

**Vehicle** was recovered within thirty (30) days of the **Date of Loss** but has been declared by the **Customer's** primary comprehensive insurance company as a **Total Loss** since the cost to repair the damages to the **Covered Vehicle**, as a result of the theft, are equal to or greater than the actual cash value of the **Covered Vehicle**.

**Vehicle Purchase Date:** means the date **You** purchased the **Covered Vehicle**.

**We, Us, and Our, Warrantor:** means Ascent Administration Services, 360 South Smith Road, Tempe, Arizona 85281, Telephone: (866) 660-7003, except in California, where the **Warrantor** is Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133, Telephone: 800-331-3780, the provider of the **GPS Theft Recovery System** for this **Limited Warranty** and the party responsible for providing the protection described herein.

## TERMS AND CONDITIONS

- (a) The **Limited Warranty Period** commences on the **Vehicle Purchase Date** and shall end upon the first occurrence of any of the following events:
- (i) the resale of the **Covered Vehicle**,
  - (ii) the termination or expiration of the lease of the **Covered Vehicle** and **You** elect not to exercise **Your** option to purchase the **Covered Vehicle**,
  - (iii) the **Total Loss** of **Your Covered Vehicle**, or
  - (iv) the **Contract Term** in years after the **Vehicle Purchase Date** noted on the Application Page.
- (b) No benefits under this **Limited Warranty** shall occur if the **Date of Loss** occurs after the **Limited Warranty Period** has expired or if the **Covered Vehicle** does not have comprehensive insurance.

## EXCLUSIONS

This **Limited Warranty** does not apply to: a) **Total Loss** or damage resulting from illegal conduct by **You, Your** family members or any other person(s) having permissive or legal use to access the keys of the **Covered Vehicle**, b) **Total Loss** or damage resulting from war, whether or not declared, invasion, civil war, insurrection, rebellion or revolution, nuclear reaction, nuclear radiation or radioactive contamination, c) **Total Loss** or damage resulting directly or indirectly from forgery or any dishonest, fraudulent or criminal act, or due to conversion, embezzlement or secretive activity by **You** or any other person in lawful possession of the **Covered Vehicle**, d) **Total Loss** if the **Covered Vehicle** is used for commercial purposes (unless the appropriate surcharge is marked on the Application Page, e) **Total Loss** where **You** fail to report the theft within 24 hours of **Your** discovery of the theft, f) **Total Loss** that occurs outside of United States, its territories or possessions, and/or g) **Total Loss** where the keys were left in, on or with the **Covered Vehicle**, h) Any **Covered Vehicle** that does not have comprehensive insurance at the time of **Total Loss**, i) a **Limited Warranty** that exceeds a term of five (5) years.

## REQUIREMENTS TO OBTAIN YOUR LIMITED WARRANTY BENEFIT

In order to receive any payments under this **Limited Warranty**, the **Customer** must, within sixty (60) days (as reasonable as possible in Utah) of the **Date of Loss**, provide **Administrator**, with the following documentation before any payment can be processed: a) copy of the **Customer's** primary comprehensive insurance company settlement check, gross settlement amount and proof of loss. b) copies of all applicable police reports, including a narrative or description of events leading up to the **Total Loss**; and c) copy of **Customer's Limited Warranty**. Please make sure all the above documents are completely legible, otherwise payment will be suspended until legible copies are received

Payment will be made pursuant to the terms and conditions of this **Limited Warranty** within sixty (60) days after the above documents under the Requirements To Obtain Your Limited Warranty Benefit section have been received by the **Administrator**. Checks will be made payable to the **Customer** and **Dealer**. To receive **Your Limited Warranty** benefit, please notify the **Administrator**, by mail at, Ascent Administration Services, 360 South Smith Road Tempe, Arizona 85281 or by calling (866) 660-7003.

## CANCELLATION

The **GPS Theft Recovery System** is installed on the **Covered Vehicle**. Therefore, this **Limited Warranty** is non-cancellable and non-refundable except as provided herein. **We** may cancel this **Limited Warranty** under the following conditions: 1) **You** have not paid the premium required for this **Vehicle**;

2) if there has been a material misrepresentation or fraud at the time of sale of the **Limited Warranty**; 3) if **You** commit fraud; or 4) if **You** substantially breach the requirements under the **Limited Warranty**. **We** will mail written notice and explanation of cancellation to the **Customer** at the last known address contained in the records at least twenty-one (21) days prior to cancellation.

## OBLIGATIONS

Obligations of the **Warrantor** under this **Limited Warranty** are guaranteed under a contractual liability insurance policy. If the **Warrantor** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the Warranty Holder is entitled to make a claim directly against Old Republic Insurance Company, P.O. Box 35008, Tulsa, OK 74153-0008, (800) 331-3780.

## TRANSFER OF LIMITED WARRANTY

The **GPS Theft Recovery System** is installed on the **Covered Vehicle**. Therefore, this **Limited Warranty** is non-transferable.

## STATE ADDENDUMS

### CALIFORNIA

1. This is a **Product Limited Warranty** and is not insurance. It is not subject to state insurance laws but is subject to state law concerning warranties. To be eligible for this **Limited Warranty**, **You** must have comprehensive insurance coverage on the **Vehicle** that is protected by the antitheft device.

2. **OBLIGATIONS** is amended as follows: If the **Warrantor** fails to pay an authorized claim or meet any obligation within sixty (60) days after complete proof of loss has been filed, or if the **Warrantor** becomes insolvent or ceases to conduct business during the term of this **Limited Warranty**, **You** may submit **Your** claim directly to the applicable insurer at the above address for consideration.

### CONNECTICUT

Under Regulations of Connecticut State Agencies 42-260-3, **We** are required to make reasonable efforts with **You** to resolve disputes regarding this **Limited Warranty**. If **You** and **Us** cannot reach an agreement, **You** may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs.

### HAWAII

1. Unresolved complaints concerning a **Warrantor** or questions concerning the regulation of the **Limited Warranty** may be addressed to the Hawaii Insurance Division Department of Commerce and Consumer Affairs, P.O. Box 3614, Honolulu, Hawaii 96811-3614, 808-586-2790.

2. **OBLIGATIONS** is amended as follows: If the **Warrantor** fails to pay an authorized claim or meet any obligation within sixty (60) days after proof of loss has been filed, or if the **Warrantor** becomes insolvent or ceases to conduct business during the Term of this **Limited Warranty**, **You** may submit **Your** claim directly to the insurer at the above address for consideration.

### IDAHO

Coverage afforded under this **Limited Warranty** is not guaranteed by the Idaho Insurance Guarantee Association.

## **INDIANA**

1. This **Limited Warranty** is not insurance and is not subject to the Indiana insurance law.
2. This **Limited Warranty** excludes consequential damages or preexisting conditions.

## **MISSISSIPPI**

This **Limited Warranty** is regulated by the Mississippi Motor Vehicle Commission, 1755 Lelia Drive, Suite 200, Jackson, MS 39216, 601-987-3995.

## **MISSOURI**

This **Limited Warranty** does not have a deductible.

## **NEW HAMPSHIRE**

In the event that **You** do not receive satisfaction under this **Limited Warranty**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit Street #14, Concord, NH 03301, 800-852-3416.

## **NEW JERSEY**

**1. THIS LIMITED WARRANTY IS A PRODUCT WARRANTY, NOT INSURANCE, AND IS UNDER THE PURVIEW OF THE DIVISION OF CONSUMER AFFAIRS.**

2. Any questions concerning the **Limited Warranty** may be directed to the Division of Consumer Affairs, 124 Halsey St., Newark, NJ 07101, (973) 504-6200. [www.njconsumeraffairs.gov](http://www.njconsumeraffairs.gov). Any questions concerning the **Limited Warranty** reimbursement insurance policy may be directed to the New Jersey Department of Banking and Insurance at 20 West State Street, PO Box 325, Trenton, NJ 08625, (800)446-7467, [www.state.nj.us/dobi/index.html](http://www.state.nj.us/dobi/index.html).

3. **OBLIGATIONS** is amended as follows: If the **Warrantor** fails to pay an authorized claim or meet any obligation within sixty (60) days after proof of loss has been filed, or if the **Warrantor** becomes insolvent or ceases to conduct business during the term of this **Limited Warranty**, **You** may submit **Your** claim directly to the applicable insurer at the above address for consideration.

## **OHIO**

This **Limited Warranty** is not subject to the insurance laws of the state, contained in Title XXXIX of the Ohio Revised Code. This **Limited 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**

In the event **You** do not receive satisfaction under this **Limited Warranty**, **You** may contact the Oregon Department of Insurance, Department of Consumer and Business Services, Consumer Advocacy Unit at 350 Winter Street, Room 440, Salem, OR 97301 or toll-free at 888-877- 4894.

## **OKLAHOMA**

Coverage afforded under this **Limited Warranty** is not guaranteed by the Oklahoma Insurance Guaranty Association.

## **SOUTH CAROLINA**

1. If **You** have any questions regarding this **Limited Warranty**, or a complaint against the **Warrantor**, **You** may contact the South Carolina Department of Insurance at Capital Center, 1201 Main Street, Suite 1000, South Carolina 29201, (803) 737-6180.
2. This **Limited Warranty** is not insurance and payments or reimbursement under this **Limited Warranty** may not exceed five thousand (\$5,000) dollars.

## **TEXAS**

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 may be addressed to the Texas Department of Licensing and Regulation.

## **UTAH**

1. **OBLIGATIONS** is amended as follows: Obligations of the **Warrantor** under this **Limited Warranty** are guaranteed under a reimbursement insurance policy. Should the **Warrantor** fail to pay on any claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company listed in the **OBLIGATIONS** section.

2. This **Limited Warranty** is subject to the limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded this **Limited Warranty** is not guaranteed by the Property and Casualty Guaranty Association.

3. **PURCHASE OF THIS PRODUCT WARRANTY IS OPTIONAL AND IS NOT REQUIRED IN ORDER TO FINANCE, LEASE, OR PURCHASE A MOTOR VEHICLE.**\_\_\_\_\_ (consumer initials)

3. **TERMS AND CONDITIONS** is deleted and replaced with the following: In the event the **GPS Theft Recovery System** installed on the **Covered Vehicle** specified in this **Limited Warranty** fails to prevent the **Vehicle** from being stolen or aid in the recovery of the **Covered Vehicle** within a time period specified in the **Limited Warranty**, not to exceed thirty (30) days after the day on which the **Covered Vehicle** is reported stolen, **We** will reimburse **You** the Warranty Benefit which includes any incidental costs for a maximum benefit not to exceed \$2,500. This **Limited Warranty** commences on the **Vehicle Purchase Date** and expires when the term has elapsed.

4. **CLAIM REQUIREMENTS, A.**, is deleted in its entirety.

## **VIRGINIA**

If any promise made in the **Limited Warranty** has been denied or has not been honored within sixty (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](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

## **WASHINGTON**

This **Limited Warranty** 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.