Limited Warranty:						
	_					



Vehicle Purchase Date:								
	_							

		MAIN OFFICE (866) 660-7003					
Warranty Holder:							
LAST NAME	FIRST NAME		PHONE	EM.	AIL		
ADDRESS				CITY		STATE	ZIP CODE
Co- Owner Information:							
NAME			PHONE	EM.	AIL		
ADDRESS				CITY		STATE	ZIP CODE
Selling Dealership Informa	tion:						
DEALER ID# D	EALERSHIP NAME					PHONE	
ADDRESS				CITY		STATE	ZIP CODE
Vehicle Information:							
VIN#	YE,	AR MAK	E		MODE	L	
PRESENT MILEAGE  Product & Coverage Inform	nation:					T	o File A Claim:

Scent Assent

3 YEARS AND \$5,000 BENEFIT

5 YEARS AND \$10,000 BENEFIT

PURCHASE PRICE

I have read, understand, and agree to the terms and conditions within the body of this contract. THIS IS A PRODUCT WARRANTY AND NOT INSURANCE.

I/We have read this Vehicle Protection Product Limited Warranty in its entirety and fully understand its content and acknowledge receipt of a copy hereof. I FURTHER

UNDERSTAND THAT THE THEFT DETERRENT SYSTEM IS NOT REQUIRED IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR THE VEHICLE AND THAT MY 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 vary from state to state.

# 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.

### **TERMS AND CONDITIONS**

- In the event the Theft Deterrent System, installed on the Vehicle fails to prevent the Vehicle from being stolen during the term of this Limited Warranty and in the event that the Vehicle is rendered a Total Loss as a direct result of the theft, the Warrantor will pay You the benefit selected on the Application Page, under Product & Coverage Information. With respect to Used Vehicles, this coverage is further restricted to a Limited Warranty payment not exceeding 50% of the Vehicle's Actual Cash Value.
- 2. The maximum **Limited Warranty** period is sixty (60) months and commences on the date of the **Vehicle** purchase as shown on the **Application Page** of this **Limited Warranty**.

#### **DEFINITIONS**

For the purpose of this **Limited Warranty** the following terms shall mean:

<u>ACTUAL CASH VALUE:</u> Either the Warranty Holder's primary insurance company's total gross settlement figure prior to application of the deductible, or the "Retail" value of the Vehicle with appropriate adjustments for mileage and/or optional equipment as determined by the then current region specific N.A.D.A. Official Used Car Guide, whichever is greater.

<u>APPLICATION PAGE:</u> The numbered document which is part of this **Limited Warranty** where information regarding **You**, **Your Vehicle** and coverage options are shown. The **Application Page** is not required to be returned as a condition of coverage.

<u>DATE OF LOSS</u>: The date on which the theft of the **Vehicle** occurred. If such date is indeterminable, the **Date** of Loss will be either the date established by the primary insurance company or the date the theft was reported to the police, whichever is the earlier.

**<u>DEALER:</u>** The dealership listed on the **Application Page** of this Limited Warranty.

**NEW VEHICLE:** a Vehicle with an odometer reading of under two thousand (2,000) miles that has never been previously registered or licensed to another owner.

<u>THEFT DETERRENT SYSTEM:</u> The vehicle protection device, system or service that is installed on, or applied to, the **Vehicle** that is designed to deter the theft of the **Vehicle**. This includes, but is not limited to, Security Coding, Auto Security System, window etch products, body part marking products, steering locks, alary systems, pedal and ignition locks, fuel and ignition kill switches and electronic, radio and satellite tracking devices which have been properly and professionally installed on the **Vehicle**.

<u>TOTAL LOSS:</u> The **Vehicle** was stolen and not recovered within thirty (30) days of the **Date of Loss,** or the **Vehicle** was recovered within thirty (30) days, and the **Warranty Holder's** primary insurance company has declared the **Vehicle** a **Total Loss** as direct result of damages due to the theft. In the event that the **Vehicle** was not covered by primary physical damage insurance on the **Date of Loss, Total Loss** means that the **Vehicle** was stolen and not recovered within thirty (30) days of the **Date of Loss**; or that the **Vehicle** was recovered within thirty (30) days of the **Date of Loss**, but the costs to repair those damages that were the direct result of the theft equal or exceed the **Actual Cash Value.** 

<u>USED VEHICLE</u>: A Vehicle with an odometer reading of over two thousand (2,000) miles or has been previously registered or licensed to another owner.

<u>VEHICLE:</u> The private passenger vehicle, van, pickup or light truck not to exceed ¾ ton capacity, as listed on the **Application Page** of this **Limited Warranty** which has had the **Theft Deterrent System** installed.

<u>VEHICLE PROTECTION PRODUCT LIMITED WARRANTY (LIMITED WARRANTY):</u> This **Limited Warranty** provided to **You** from the **Dealer** when **You** purchased the **Theft Deterrent System**.

<u>WARRANTY HOLDER (YOU, YOUR):</u> The person(s) listed on the **Application Page** of this **Limited Warranty** and whose signature appears on the **Application Page** of this **Limited Warranty**, or the person to whom this **Limited Warranty** is transferred.

<u>WARRANTOR (WE, US, OUR):</u> Ascent Administration Services, LLC, 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 **Warrantor** is the party responsible for providing the protection described in this **Limited Warranty**.

TRANSFER: The original Customer may transfer this Limited Warranty at the time of the Vehicle resale. Subject to a fifty (\$50.00) transfer fee being paid to the Warrantor within fifteen (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.

**CANCELLATION**: This **Limited Warranty** is not cancellable by **You** or **Us** and no refunds will be provided.

#### **EXCLUSIONS**

There is no coverage for any loss:

- A. That resulted from theft by family members of the Warranty Holder or any other persons who had access to the keys of the Vehicle, or if the Vehicle was left unlocked or if the keys were left in the Vehicle;
- B. Resulting from war, whether declared, invasion, civil war, insurrection, rebellion or revolution, nuclear reaction, nuclear radiation or radioactive contamination;
- c. Resulting directly or indirectly from forgery or any dishonest, fraudulent or criminal act or due to conversion, embezzlement or secretion by any person in lawful possession of the Vehicle;
- D. Resulting from Vehicles used for competitive driving, racing, hire to the public, livery, delivery services, rental, pool cars or emergency vehicles;
- **E.** Which occurs outside of the United States, its territories or possessions;
- In which You fail to report the theft of the Vehicle to the police within twenty-four (24) hours of Your discovery of the theft;
- G. In which the Vehicle is car jacked;
- H. Any damage related to acts of God or acts of war or terrorism.

### **CLAIM REQUIREMENTS**

IN THE EVENT OF A CLAIM, You must provide to Us, within ninety (90) days of the Date of Loss, all of the following documentation before any Limited Warranty payment can be processed. Failure to provide the documentation within the ninety (90) day period will VOID this Limited Warranty.

- A. If You carry physical damage insurance, copy of Your primary insurance company settlement check, Proof of Loss (substantiating the Date of Loss), Cause of Loss and Gross Settlement Figure;
- B. Copy of the police report including any supplements and/or recovery reports;
- c. Copy of this Limited Warranty;
- D. Copy of Your Retail Installment Contract (if financed);
- E. Copy of the original buyer's order for the Vehicle stating the purchase price along with the factory options and accessories affixed thereto at the time of delivery;
- F. Proof of installation of the Theft Deterrent System;
- G. Any other documents the Warrantor reasonably requests.

PLEASE MAKE SURE that all the above documents are legible, otherwise the Limited Warranty payment will be suspended until legible copies are obtained.

### **INSURANCE STATEMENT**

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.

### STATE SPECIFIC AMENDMENTS

The following state specific requirements apply if **Your Warranty** was provided to **You** when **You** purchased the **Theft Deterrent System** in one of the following states:

#### **CALIFORNIA**

- 1. This is a **Vehicle Protection 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. Items included in the theft benefit are limited to the difference between the **Actual Cash Value** of the stolen **Vehicle** and the **Vehicle's** replacement cost, temporary rental expenses, reimbursement for insurance policy deductible and registration fee and taxes on a replacement vehicle or a fixed amount for those benefits.
- 3. **INSURANCE STATEMENT** 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.

#### **FLORIDA**

The Limited Warranty Purchase Price charged for this Limited Warranty is not subject to regulation by the Florida Office of Insurance Regulation. **Transfer fee is \$40.00.** 

#### **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. **INSURANCE STATEMENT** 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.

#### **LOUISIANA**

DEFINITIONS, **Actual Cash Value** is deleted and replaced with the following: **Actual Cash Value** is the difference between the **Actual Cash Value** of the stolen **Vehicle** at the time of theft and the cost of a replacement vehicle. The **Actual Cash Value** of a **Vehicle** will be determined using the then current region-specific NADA Official Used Car Guide.

#### **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**

The product being offered is a Limited Warranty and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

- 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. 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.
- 3. **INSURANCE STATEMENT** 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.

## <u>OHIO</u>

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 two thousand five hundred (\$2,500) 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.

## <u>UTAH</u>

1. **INSURANCE STATEMENT** 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 **INSURANCE STATEMENT** 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 VEHICLE PROTECTION 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 **Theft Deterrent System** installed on the **Vehicle** specified in this **Limited Warranty** fails to prevent the **Vehicle** from being stolen or aid in the recovery of the **Vehicle** within a time period specified in the **Limited Warranty**, not to exceed thirty (30) days after the day on which the **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 <a href="www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml">www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml</a> 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.