



# THEFT PROTECTION PROGRAM LIMITED GUARANTEE AGREEMENT

ATF

## WARRANTY HOLDER INFORMATION

Registration Code \_\_\_\_\_

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

Street Address \_\_\_\_\_ Apt # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone # \_\_\_\_\_ Bus. Phone # \_\_\_\_\_

## COVERED VEHICLE INFORMATION

Manufacturer \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

Vehicle ID # \_\_\_\_\_

Vehicle Purchase Price \$ \_\_\_\_\_ Amount Financed \$ \_\_\_\_\_

Theft Protection Program Selling Price \$ \_\_\_\_\_ New Vehicle  Used Vehicle

## DEALER INFORMATION

Dealer # \_\_\_\_\_ Dealership \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

I (Warranty Holder) whose signature appears below, acknowledge that the information contained above is, to the best of my knowledge, true. I have read the terms and conditions listed on the back of this Agreement and I understand and agree to all of the provisions herein. This Agreement is between the Obligor and Registered Customer.

Warranty Holder Signature \_\_\_\_\_ Date \_\_\_\_\_

Dealer Signature \_\_\_\_\_ Date \_\_\_\_\_

**SPECIMEN**

**THIS AGREEMENT IS A PRODUCT WARRANTY AND IS NOT INSURANCE. THE PURCHASE OF THE THEFT PROTECTION PROGRAM IS VOLUNTARY AND IS NOT A REQUIREMENT FOR THE PURCHASE, LEASE OR FINANCING OF A COVERED VEHICLE.**

## LIMITED GUARANTEE

The Theft Protection Program guarantees to pay the Warranty Holder the Guarantee Benefit set forth below in accordance with the terms and conditions listed on the back if: (i) the Window Etching/Identification Labels Theft Deterrent System fails to prevent the Covered Vehicle from being stolen; and (ii) the Covered Vehicle is a Total Loss. A Covered Vehicle will be a Total Loss if the Warranty Holder's insurance company has declared the Covered Vehicle a Total Loss because the Covered Vehicle was either (i) stolen and unrecovered; or (ii) stolen, recovered and damaged beyond reasonable repair. If the Covered Vehicle was not insured, please see section 6. If the Covered Vehicle is a used vehicle, then the Guarantee Benefit is the lesser of the amount indicated below or the Actual Cash Value of the Covered Vehicle.

Guarantee Benefit:  \$2,500  \$5,000

Guarantee Term:  2 Year  3 Year  4 Year  5 Year

**IF NO GUARANTEE BENEFIT AND/OR GUARANTEE TERM IS SELECTED ABOVE, THE COVERED VEHICLE WILL BE ENROLLED FOR THE MAXIMUM GUARANTEE BENEFIT AND/OR GUARANTEE TERM.**

**SEE IMPORTANT TERMS AND CONDITIONS ON THE BACK.**

## DECLARATION OF THEFT PROTECTION SYSTEM

I do not choose to register my vehicle under the Interstate National Theft Protection System. I understand that, by not accepting the registration, and in the event my vehicle is stolen and not recovered or recovered and declared a total loss, I am not entitled to any of the limited guarantee protection provisions provided by under the terms of this Agreement.

Date \_\_\_\_\_ Warranty Holder's Signature \_\_\_\_\_ Dealer Signature \_\_\_\_\_

ADMINISTRATOR/OBLIGOR/PROVIDER • 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305 • 877-882-7481

# THEFT PROTECTION PROGRAM LIMITED GUARANTEE AGREEMENT TERMS AND CONDITIONS

## 1. DEFINITIONS

- a. "Administrator"/"Obligor"/"Provider" for this Agreement shall mean Safe-Guard Products International, LLC, 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305, 877-882-7481.
- b. "Agreement" shall mean this Theft Protection Program Limited Guarantee Agreement.
- c. "Theft Protection Program" shall mean the Window Etching/Identification Labels Theft Deterrent System installed on the Covered Vehicle and the Limited Guarantee as each are described on the front of this Agreement.
- d. "Actual Cash Value" of a used Covered Vehicle will be determined using the then current region specific NADA Official Used Car Guide with appropriate adjustments for mileage or optional equipment.

## 2. GUARANTEE

- a. The Theft Protection Program is only available at the time of sale of the Covered Vehicle.
- b. The maximum term of the Agreement is 5 years.
- c. The Agreement commences on the date shown on the front.
- d. The Covered Vehicle will be deemed to be unrecovered when the Warranty Holder's physical damage insurance company issues full and final theft settlement payment to the Warranty Holder or as otherwise provided in section 6 for uninsured vehicles.
- e. The Theft Protection Program is not available for vehicles used for competitive driving, racing, hire to the public, livery, delivery services, rental, pool cars or emergency vehicles.

## 3. TRANSFER PROCEDURE

- a. Warranty Holder may transfer this Agreement at the time of a Covered Vehicle's resale, upon payment of a \$25 transfer fee to the Administrator, 3500 Piedmont Road NE, Suite 400, Atlanta, GA 30305, within 30 days of the Covered Vehicle's resale date. Copies of the **new registered title** and **bill of sale** must also be included with transfer request.

## 4. GUARANTEE LIMITATION

- a. No coverage is provided for losses resulting from fraudulent or illegal acts of the Warranty Holder, whether acting alone or in collusion with others.
- b. Claims must be filed within 45 days of insurance settlement date or as otherwise provided in section 6 for uninsured vehicles or the claim will be void.
- c. No coverage is provided for claims if the Registered Vehicle was left unlocked or if the keys were left in the vehicle. No coverage is provided for theft by family members of the Warranty Holder or any other persons who have access to the keys of the Registered Vehicle.
- d. No coverage is provided for loss or damage which occurs outside the United States, its territories or Canada.

## 5. CLAIMS PROCEDURES

In the event of a claim, the Warranty Holder must provide all of the following documentation to the Administrator at 3500 Piedmont Road NE, Suite 400, Atlanta GA 30305, 877-882-7481, before any Limited Guarantee payment can be processed:

- a. Copy of Warranty Holder's insurance company's **settlement check**;
- b. Copy of Warranty Holder's insurance company's **proof of loss**, showing the date of loss, specific cause of loss and gross settlement figure;
- c. Copy of this **Agreement**;
- d. Copy of **police report**;
- e. Lease or Loan Agreement for the Replacement Vehicle, where applicable;
- f. Any other documents reasonably requested by Administrator.

## 6. UNINSURED VEHICLES

- a. Warrantor will deem an uninsured Covered Vehicle unrecovered if the police confirm to the Administrator that the Covered Vehicle has not been recovered within 30 days after Administrator's receipt of the original police theft report.
- b. If the Covered Vehicle is recovered, an independent appraiser will calculate the Actual Cash Value of the Covered Vehicle at the time of loss to determine whether the Covered Vehicle is damaged beyond reasonable repair when the Covered Vehicle is uninsured.
- c. Should the Warranty Holder not have collectible physical damage insurance at the time of loss, it is the responsibility of the Warranty Holder to advise the Administrator, in writing, immediately when the loss is discovered.

## 7. GENERAL

- a. **All documents** must be completely legible, otherwise the Guarantee Benefit will be suspended until legible copies can be obtained.
- b. The Theft Protection System permanently marks the Covered Vehicle. Therefore this Agreement is **NON-CANCELABLE AND NON-REFUNDABLE** except as provided for in section 8.

## 8. CANCELLATION

The Warrantor may only cancel the Warranty if the Warranty Holder does any of the following: (a) fails to pay for the Vehicle Protection Product; (b) makes a material misrepresentation to the Seller or Warrantor; (c) commits fraud; or (d) substantially breaches the Warranty Holder's duties under the Warranty. Warrantor shall mail written notice of cancellation to the Warranty Holder at the last address of the Warranty Holder in the Warrantor's records at least thirty (30) days prior to the effective date of the cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation.

## 9. 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.

**Georgia:** Section 8 and any references to Section 8 do not apply.

**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.** Any questions about the warranty may be directed to the Division of Consumer Affairs which may be contacted at 124 Halsey Street, Newark, New Jersey 07101, 973-504-6200, [www.njconsumeraffairs.gov](http://www.njconsumeraffairs.gov). Any questions about the warranty reimbursement policy may be directed to the 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).

**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, P.O. Box 14480, Salem, OR 97309-0405, 503-947-7984 or 888-877-4894.

**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 Administrator, 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.

**Obligations of the Warrantor under this Vehicle Protection Product are guaranteed under a warranty reimbursement policy underwritten by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604, 800-209-6206. If the Guarantee Benefit is not provided by Warrantor within 60 days after all claim requirements have been met, the Warranty Holder may apply for reimbursement directly to Virginia Surety Company, Inc.**