

LIMITED WARRANTY

TC#

IMPORTANT: This warranty is not valid unless key vehicle body panels or windows are labeled with a numeric #TC I.D. code and entered in the box above

If the Theft Code security system fails to prevent your vehicle from being stolen, and it is not recovered for 30 days, this limited warranty will pay the difference between the value of your stolen vehicle, and the cost of a replacement vehicle, with the same age and mileage as the vehicle you are purchasing today.

LAST NAME			
	FIRST STR	EET ADDRESS	APT#
CITY	STATE, ZIP	HOME PHONE	WORK PHONE
	- ,		
VEHICLE INFORMATION			
YEAR	MANUFACTURER	MODEL	VEHICLE I.D. NUMBER
PURCHASE DATE	VEHICLE SELLING PRI	CE MILEAGE	PRICE
DEALER INFORMATION		OTATE	71D
DEALERSHIP	CITY	STATE	ZIP
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TERMS AND CONDITIONS

VEHICLE OWNER MUST NOTIFY THE ADMINISTRATOR WITHIN 30 DAYS FROM THE DISCOVERY OF THE THEFT, ABSOLUTELY NO CLAIM WILL BE PAID IF NOTIFICATION WAS NOT SUBMITTED WITHIN 30 DAYS. YOU CAN NOTIFY THE ADMINISTRATOR BY CALLING (800) 835-2025.

- 1. **DEFINED LIMITED WARRANTY:** Upon presentation of verification of valid loss, as defined below, **Administrator will pay, on your behalf, the dealer replacing the vehicle** the difference between the actual cash value of your vehicle at the time of the theft as determined by your insurance company and the cost of the replacement vehicle. Tax, license, or other governmental fees are not covered by this product warranty. Maximum benefit payable is \$20,000.
- 2. DEFINED REPLACEMENT VEHICLE: New Vehicle at time of Purchase: The defined replacement vehicle for a customer who purchased this Limited Warranty on a brand new vehicle, is a NEW, (at time of loss), current model year vehicle of the same make and model, including, but strictly limited to, the identical factory options on the original vehicle at the time of delivery. Used Vehicle: the defined replacement vehicle for a customer who purchased this product warranty on a used vehicle is a similarly aged vehicle of the same make and model, including, but strictly limited to the identical factory options on the original vehicle at the time of delivery. The replacement vehicle will be the same number of years old as your stolen vehicle. For instance: If you purchase a vehicle which is three years old and suffer a valid loss as defined below, your replacement will be a vehicle which is three years old at the time of replacement.

In the event the purchaser wishes to upgrade their replacement vehicle, the Administrator will only pay the amount the customer would receive as if replacing the same model as specified in this agreement, in the event a customer wishes to purchase a vehicle of lesser value then the defined replacement vehicle, the benefit will be reduced to cover only the replacement cost of the less expensive vehicle, to the maximum benefit payable.

In the event, the selling dealer is unable to provide a comparable car or of the dealer is unavailable or uncooperative, then the Administrator will pay on Your behalf a benefit to a substitute dealer to be agreed upon by You and the Administrator.

- **3. VALID LOSS:** A loss is valid if the registered vehicle, on which the Theft Code Security System has been installed, is: (a) covered by comprehensive theft insurance, and (b) stolen and not recovered for at least 30 days, or stolen and recovered but deemed a total loss by the insurance company and (c) within the coverage period (3 years or 5 years) from the date of purchase as stated on the front of this form, and (d) the following proof is provided.
- 4. PROOF OF VALID LOSS: A claim is valid only upon receipt by the Administrator of legible copies of the following (a) proof the vehicle was covered by insurance at the time of theft; and (b) proof of full theft benefit payment by the insurance company; and (c) the police report verifying the theft of the registered vehicle; and (d) proof of payment of the warranty from the dealer. This Limited Warranty applies only to thefts occurring in the Continental USA and only to the valid purchaser of the Theft Code Security System with Vehicle Replacement Limited Warranty. Valid purchaser must be the registered owner at the time of the vehicle theft in order to qualify for any benefit. To be eligible for this Limited Warranty, the Limited Warranty-holder must have comprehensive insurance coverage on the vehicle that is protected by the anti-theft device. The replacement vehicle must be purchased within 60 days of the date the comprehensive insurance company makes their settlement. If you do not replace the vehicle within 60 days, there will be no benefit paid under this Limited Warranty. In the event the customer wishes to upgrade their replacement vehicle, the Administrator will only pay the amount the customer would receive as if replacing the same model as specified in this agreement, in the event a customer wishes to purchase a vehicle of lesser value then the defined replacement vehicle, the benefit will be reduced to cover only the replacement cost of the less expensive vehicle, to the maximum benefit payable.

NOTE: This agreement is a product limited warranty and is not insurance, it is not subject to state insurance laws but is subject to state and federal law concerning limited warranties. This Contract gives you specific legal rights and you may have other rights, which vary from state to state. For state specific details please refer to the last page of the contract, attached to the customer copy.

OTHER TERMS AND CONDITIONS

This Limited Warranty is based upon performance of the Theft Code Security System. Limited Warranty and remedy set forth above are IN LIEU OF, AND ALL PARTIES HERETO SPECIFICALLY DISCLAIM, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE and all other remedies, obligations or liabilities on the part of the parties hereto. In addition, Purchaser shall not be entitled to recover from the Administrator, its successors or assigns, any consequential damages, damage to property, damages for loss of use, loss of time, loss of damages. Some states do not allow these limitations so the exclusions may not apply. DEALER AGREED REPLACEMENT COST: The authorized dealer selling this product agrees that in the event of a valid claim, as authorized by the Administrator for replacement, such dealer will sell the customer a replacement vehicle at a cost not to exceed invoice plus \$1,000 for new cars, and NADA wholesale (Trade in) plus \$1,000 for used cars. Any rebate on a replacement vehicle must be paid to the dealer as part of the purchase price.

- THE THEFT CODE SECURITY SYSTEM IS NOT REQUIRED EITHER TO PURCHASE OR TO OBTAIN FINANCING FOR A MOTOR VEHICLE.
- WARRANTOR/ADMINISTRATOR: Century Automotive Service Corporation, California License No. 0C88598 8659 Research Dr. Irvine, CA 92618, Telephone: 1-800-395-5277.

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- The Warrantor/Administrator performance under this Contract is insured by an insurance policy issued by American Commerce Insurance Company, 3590 Twin Creeks Dr. Columbus, OH 43218-2579, Telephone 1-877-778-3450. If a covered claim is not paid within (60) days after proof of loss has been filed, you may file a claim with American Commerce Insurance Company at the address listed above.
- This Limited Warranty is based upon performance of the Theft Code Security System.
- The Theft Code Security System can only be purchased in conjunction with and on the date of purchase of the above-referenced vehicle.
- This Limited Warranty is non-cancellable.

EXCLUSIONS

This Theft Code Security System is sold with a Limited Warranty, but the Limited Warranty absolutely does not apply to the following: Claims as a result of fraud or misrepresentation by or on behalf of the purchaser of the vehicle security system. Replacement of any service contracts or agreements or any accessories or improvements in the replacement vehicle unless such accessories were permanently affixed to the vehicle by the manufacturer at the time of purchase of this product. This Limited Warranty will not be honored if the vehicle is seized by any government agency. Any claim resulting from war, riot or civil commotion, malicious damage or sabotage during any kind of public unrest will not be covered by this Limited Warranty. This Limited Warranty applies only to the failure of the Theft Code Security System to prevent individual acts of theft and the consequential non-recovery of vehicle, not related to said public unrest. No benefit will be paid under this Limited Warranty if your comprehensive insurance company denies the theft claim.

CLAIMS PROCEDURES

- 1. All claims reports must be reported to the Administrator within 30 days of discovery of the theft at 1-800-835-2025
- 2. Send legible copies of all the following required documentation to the Administrator in order to file a claim:
 - a. Copy of Police report that evidences covered vehicle was stolen.
 - b. Copy of the original dealer buyer's order with detailed list of factory installed equipment, if any, for the covered vehicle.
 - c. Copy of dealer invoice on replacement vehicle.
 - d. Copy of receipt of purchase and installation of Theft Code Security Systems.

IMPORTANT NOTICE: Failure to submit any of the above documents will result in a denial of any product warranty claim.

TRANSFER OF BENEFITS

This contract may be transferred to a subsequent owner provided that a \$25 transfer fee, made payable to the Administrator, is received by the Administrator within 15 days of the sale of the registered vehicle and only if the vehicle is known to not be stolen.

State Disclosures: The following state variations shall control if inconsistent with any other terms and conditions:

California Residents: Per CIC § 116.6 (a)(4)(A) benefits are limited to the difference between the actual cash value of the stolen vehicle and the vehicle's replacement cost, temporary vehicle rental expenses, reimbursement for insurance policy deductible, and registration fees and taxes on a replacement vehicle or a fixed amount for those benefits.

Illinois Residents: You may cancel this Agreement for any reason at any time. If You cancel within thirty (30) days of contract purchase, and We have not paid a claim, You will receive a full refund, less a cancellation fee of \$50.00 or 10% of the Agreement price whichever is less. If You cancel after thirty (30) days or any time after we pay a claim, You will receive a pro-rata refund of the Agreement price based on the days remaining, less any claims that have been paid, less a cancellation fee or \$50.00 or 10% of the Agreement price, whichever is less.

Kansas Residents: This Agreement is not an insurance policy.

Oklahoma Residents: This Agreement is a product warranty and is not insurance. This Agreement is not issued by the manufacturer or wholesale company marketing the product covered by this Agreement. This Agreement will not be honored by such manufacturer or wholesale company.

Oregon Residents: You may address unresolved complaints concerning a warrantor or questions concerning the regulation of a warrantor to the Oregon Department of Consumer and Business Services 350 Winter Street NE, Salem, OR 97309-0405 or call (503) 378-4100. Arbitration Agreement shall be deleted in its entirety and all arbitration shall conform with the Oregon Uniform Arbitration Act. Arbitration that takes place in Oregon shall be voluntary and mutually agreed to.

Texas Residents: Per Texas Statute Ch. 2306.003(c) a vehicle protection product may also include identity recovery, as defined by Section 1304.003, if vehicle protection product is financed under Ch. 348 or 353, Finance Code. If You purchased this Agreement in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service agreement provider may be addressed to the Texas Department of Licensing and Regulation. P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2905 or (800) 803-9202.

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