



## APPEARANCE PROTECTION

### VEHICLE

Year, Make, Model

VIN

### PURCHASER

Purchaser

Address, City, State, Zip

Email

Home Phone, Cell, Work

### SELLING STORE

Name, Number

Address, City, State, Zip, Phone

Representative

### AGREEMENT INFORMATION

#### APPEARANCE PROTECTION

Agreement Term

Agreement Purchase Date

Agreement Selling Price

#### Notice to Purchaser:

- If no coverage term is indicated, the vehicle will be enrolled for the maximum term for which it is eligible.
- The purchase of the Appearance Protection Product Guarantee is not a requirement for the purchase, lease or financing of a covered Vehicle.
- This Guarantee is not an insurance contract. This is not an automobile liability or physical damage insurance policy. You should obtain your own insurance for damage to your Vehicle, including damage that may be covered by this Guarantee.
- See important terms and conditions on the following page.
- NO SERVICE WILL BE PROVIDED WITHOUT PRIOR AUTHORIZATION. FOR AUTHORIZATION CALL (888) 855-5427.

#### NOTIFY ADMINISTRATOR OF COVERED DAMAGE WITHIN 30 DAYS. FAILURE TO DO SO WILL RESULT IN CLAIM DENIAL.

I (Purchaser), whose signature appears below, acknowledge that the information contained above is true and accurate. I have read the terms and conditions, understand and agree to all of the provisions herein.

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
The Administrator/Obligor of Appearance Protection is Siskin Enterprises, Inc. | P.O. Box 58 | Salt Lake City, UT 84110 | 1-888-855-5427

# APPEARANCE PROTECTION PRODUCT GUARANTEE

## 1. INTRODUCTIONS AND QUALIFICATIONS

- A. Appearance Protection products are permanently applied on the Vehicle and are designed to protect the appearance of the Vehicle.
- B. Coverage/Term qualifications for Appearance Protection:

Vehicle Model Year (at time of purchase)	Available Terms	Covers Repair/Reconditioning	Covers Replacement
Current or previous 3 model years Example: if purchased in 2017, 2014 and newer eligible	1 - 7 Years	YES	YES
Current or previous 5 model years Example: if purchased in 2017, 2012 and newer eligible	1 - 5 Years	YES	YES
Vehicles exceeding 5 model years Example: if purchased in 2017, 2011 and older eligible	1 - 5 Years	YES	NO

## 2. DEFINITIONS

- A. "Administrator/Protection Product Guarantee Provider" means Siskin Enterprises, Inc., the manufacturer of the Appearance and Windshield Protection products.
- B. "Agreement" or "Guarantee" means this Protection Product Guarantee.
- C. "Purchaser," "You" or "Your" means the Purchaser shown on the front side of this Product Guarantee or an eligible person to whom this Product Guarantee has been properly transferred.
- D. "Reconditioning" means professional cleaning and/or detailing and does not guarantee repainting or replacement.
- E. "Registration Page" means the first page of this Guarantee.
- F. "Selling Store" means the store from which Purchaser purchased this Guarantee.
- G. "Vehicle" means the Vehicle shown on the front side of this Guarantee which is covered by this Guarantee.

## 3. GENERAL TERMS OF AGREEMENT

- A. Coverage under this Guarantee begins on the Agreement Purchase Date and expires at the end of the Agreement Term listed on the Registration Page.
- B. There is no deductible associated with this Guarantee.
- C. Administrator will pay only for the repair of the damaged portion of the Vehicle, and Administrator reserves the right to inspect the Vehicle or may request estimates to repair and/or photographs of the damage.
- D. Administrator has sole discretion in determining and implementing any repair procedures; repairs will be performed with reasonable promptness and quality workmanship.
- E. Purchaser is required to maintain the cleanliness of the interior and exterior surfaces; **ADMINISTRATOR IS NOT OBLIGATED OR RESPONSIBLE FOR GENERAL CLEANING.** Recommended care and cleaning procedures can be found in the Vehicle owner's manual.
- F. Administrator has no obligation for reimbursement of transportation or inconvenience costs during time of repair.
- G. This Guarantee does not cover damage occurring outside of the United States, Canada or Puerto Rico.

## 4. TERMS AND CONDITIONS

- A. **Exterior Painted Surfaces:** Damage caused by weather induced fading, oxidation, loss of gloss, surface rust caused by industrial fallout, or permanent staining from bird droppings, insects, water spotting, tree sap or acid rain will be repaired free of charge, consistent with this Guarantee.
- B. **Interior Fabric Surfaces:** Damage resulting in permanent staining will be repaired and odors caused by bacteria, mold, and mildew caused by food or drink spills will be Reconditioned free of charge, consistent with this Guarantee.
- C. **Interior Leather/Vinyl Surfaces:** Damage such as permanent staining, fading or cracking will be repaired free of charge, consistent with this Guarantee. Coverage for rips, tears and burns is limited to Reconditioning only.

## 5. LIMITATIONS

- A. **DAMAGE FROM RIPS, TEARS AND BURNS IN THE LEATHER IS LIMITED TO PROFESSIONAL RECONDITIONING RATHER THAN REPLACEMENT.**
- B. This Guarantee applies only to areas of the Vehicle which have been treated. Non-treated areas include: matte exterior finishes, plastic trim pieces, headliners, sun visors, seat belts, gear shift knobs, suede leather, steering wheels, door jambs, painted inward facing panels of doors or other surfaces/materials as determined by design of the Vehicle.
- C. Repairs are limited to one repaint or replacement per affected area.
- D. Repairs are limited to the lesser of the cost of repair or the average trade in value of the Vehicle as determined by NADA (National Auto Dealers Association) Used Car Guide or the cost of professional Reconditioning.
- E. Treatment to eliminate odor resulting from food or drink spills is limited to two professional Reconditioning attempts.
- F. Administrator reserves the right to attempt to repair/remove all damage through Reconditioning prior to repairing/replacing any surface.

## 6. EXCLUSIONS

- A. **DAMAGE REPORTED AFTER THE 30-DAY NOTIFICATION PERIOD.**
- B. Pre-existing damage.
- C. Damage to the interior fabric, leather or vinyl caused by paint, as well as bleach, acid or other caustic or corrosive substances.
- D. Surface wear and tear or natural creases in the leather or vinyl seats.
- E. Damage resulting from poor adhesion to the surface to which the leather has been attached.
- F. Surface rust damage to the Vehicle's exterior caused by chips, scratches or failing paint.
- G. Road tar and road paint transfer to exterior painted surfaces.
- H. Paint overspray.
- I. Damage due to theft, vandalism, collision, fire, acts of war or other natural casualties.
- J. Abuse or neglect, chips or scratches to painted surfaces.
- K. Manufacturer defects (defective paint such as peeling and chipping of the paint or factory clear coat, paint separating, cracking or flaking, workmanship or materials determined by independent inspection or factory bulletins).
- L. Modifications or alterations of the factory original finishes.
- M. Odors caused by smoke, chemical spills or flooding.

## 7. CLAIMS PROCEDURES

- A. Contact Administrator for authorization prior to undertaking any repairs. Repairs performed without express, written authorization from Administrator will not be eligible for reimbursement.
- B. Complete and submit a claim form through Administrator's website, [www.siskinent.com/autonation](http://www.siskinent.com/autonation), or contact Administrator at 888-855-5427.
- C. Damage must be reported within 30 days from either the occurrence or discovery of damage.
- E. For each claim, Purchaser must follow up and complete the claim process within 60 days from the onset of claim approval. After 60 days without follow up, the claim will be closed and no further action will be taken.

## 8. TRANSFERS

The Purchaser shall have the right to a one-time transfer of this Guarantee to the first subsequent owner of the Vehicle free of charge. To Transfer, notify Administrator in writing of the change of ownership within 30 days of such change.

## 9. ARBITRATION

You agree that all individual claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator, Selling Store or the Insurance Company listed in the Settlement section, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Administrator with at least three (3) proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If Administrator demonstrates that none of the three (3) proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one (1) is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern.

## 10. SETTLEMENT

Obligations of the Protection Product Guarantee Provider under this Protection Product Guarantee are insured under a reimbursement policy. If covered service is not provided by Protection Product Guarantee Provider before the 60th day from date of valid claim initiation, Purchaser may apply directly to Wesco Insurance Company (a member of AmTrust Group) 59 Maiden Lane, 43rd Floor, New York, NY 10038 for benefits afforded under this Protection Product Guarantee.

## 11. GENERAL INFORMATION

SISKIN ENTERPRISES, INC. IS THE ADMINISTRATOR/PROTECTION PRODUCT GUARANTEE PROVIDER OF THIS PROTECTION PRODUCT GUARANTEE. TERMS AND CONDITIONS ARE AS STATED AND CANNOT BE ALTERED. THIS GUARANTEE IS A PRODUCT GUARANTEE AND IS NOT INSURANCE. The Appearance Protection products are permanently applied to the Vehicle; therefore this Protection Product Guarantee is NON-CANCELLABLE and NON-REFUNDABLE. This Protection Product Guarantee specifically excludes Administrator from liability for incidental or consequential damages caused by use of these products. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exception may not apply to you. No express rights are given under this Protection Product Guarantee except for those specifically described herein. This Protection Product Guarantee gives you specific legal rights and you may also have other rights which vary from state to state.

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Administrator will investigate and prosecute any suspected fraudulent claims to the fullest extent of the law. Administrator will cancel any agreement that was secured by the purchaser via fraudulent or misrepresentative statements or actions.

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