



**VEHICLE**

Year, Make, Model

VIN

GPS Registration Code

**PURCHASER/WARRANTY HOLDER**

Purchaser/Warranty Holder Name

Address, City, State, Zip

Email

Home Phone, Cell, Work

**SELLING STORE**

Name, Number

Address, City, State, Zip, Phone

Representative

**PRODUCT/WARRANTY INFORMATION**

Limited Warranty Benefit      \$5,000

Limited Warranty Term       5 YEAR

GPS Product Purchase Date

GPS Product Selling Price

**Notice to Purchaser:**

- If no Warranty Term is indicated, the Vehicle will be enrolled for the maximum term for which it is eligible.
- The purchase of the GPS Theft Protection Program is not requirement for the purchase, lease or financing of a covered Vehicle.
- This agreement is a Product Limited Warranty and 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 Warranty.
- To verify that the Limited Warranty has been submitted and accepted, Purchaser may contact Administrator at the telephone number or mailing address below, or at [www.permaplate.com](http://www.permaplate.com).
- See important terms and conditions on the following pages.
- ANY IMPLIED WARRANTIES, SUCH AS THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- THIS LIMITED WARRANTY 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.

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 / Warrantor of this Limited Warranty is Siskin Enterprises, Inc. | P.O. Box 58 | Salt Lake City, UT 84110 | (800) 453-8470  
In Florida the Administrator of this Limited Warranty is Siskin Enterprises of Florida, Inc. | P.O. Box 58 | Salt Lake City, UT 84110 | (800) 453-8470

# GPS THEFT PROTECTION PROGRAM LIMITED WARRANTY

## 1. DEFINITIONS

- A. "Actual Cost Value" of a Vehicle will be determined using the then current region - specific NADA official Used Car Guide with appropriate adjustments for mileage or optional equipment.
- B. "Administrator/Warrantor" means Siskin Enterprises, Inc., the manufacturer of the Theft Protection Program Limited Warranty; in Florida it means Siskin Enterprises of Florida, Inc.
- C. "Limited Warranty" means this Theft Protection Program Limited Warranty.
- D. "Purchaser," "You" or "Your" means the Purchaser of the Theft Protection Program Limited Warranty as shown on the front side of this Limited Warranty or an eligible person to whom this Limited Warranty has been properly transferred and who is entitled to coverage under the terms of this Limited Warranty.
- E. "Registration Page" means the first page of this Limited Warranty.
- F. "Selling Store" means the store from which Purchaser purchased the Theft Protection Program Limited Warranty.
- G. "Theft Protection Program" means the Global Positioning System (GPS) device installed on the Vehicle.
- H. "Vehicle" means the Vehicle shown on the front side of this Limited Warranty which is covered by this Limited Warranty.

## 2. GENERAL TERMS

- A. **Warranty Registration:** The Registration Page must be completed and submitted to Administrator within 30 days from the Product Purchase Date. Administrator assumes no liability for the failure of the dealer to submit this Limited Warranty on behalf of the Purchaser.
- B. Coverage under this Limited Warranty begins on the Product Purchase Date and expires at the end of the Warranty Term listed on the Registration Page.
- C. There is no deductible associated with this Limited Warranty.
- D. Both new and used vehicles are eligible for coverage under this Warranty if the Theft Protection Program is purchased.
- E. To be eligible for this warranty, the Warranty Holder must have full comprehensive insurance coverage in effect on the date of theft in an amount at least equal to the Actual Cash Value of the Vehicle. The benefit is payable as defined in the warranty, and subject to the satisfaction of the procedural proof and claim requirements of the warranty. (Wisconsin residents: Purchaser is not required to have comprehensive insurance coverage on the Vehicle in order to obtain benefits from this Limited Warranty).
- F. With respect to used Vehicles, this coverage is further restricted to payment not exceeding 100% of the covered Vehicle's Actual Cash Value at the time of loss.
- G. The Vehicle will be determined to be unrecoverable when the registered customer's physical damage insurance company issues full and final theft settlement payment to the registered customer.
- H. **Administrator shall not be liable for damages because of use, misuse, or loss of business or profits or any other type of consequential or incidental damages.**
- I. Cancellation of this Limited Warranty the Administrator/Warrantor may only occur due to non-payment by Purchaser for the Theft Protection Program, a material misrepresentation by Purchaser to the Selling Store or Warrantor, or a substantial breach of duties by Purchaser relating to this Limited Warranty.
- J. This Limited Warranty does not cover damage occurring outside of the United States, Canada or Puerto Rico.

## 3. COVERAGES

### You are entitled to the following coverages under this Limited Warranty:

- A. In the event the Theft Protection Program fails to prevent the Vehicle specified in this Limited Warranty from being stolen, and further, that the GPS device system fails to affect the recovery of the Vehicle and such failure results in the covered Vehicle being declared a total loss due to either unrecovered theft or constructive total loss as a direct result of theft, Administrator hereby guarantee to pay the benefit set forth on the front side of this Limited Warranty and in accordance with the terms and conditions listed in this Limited Warranty, to cover such expenses associated with the loss of the Vehicle such as deductibles, temporary vehicle rental expenses, taxes and registration fees.
- B. Additionally, Administrator will reimburse You the retail amount that the Purchaser paid for the GPS device installed in the Vehicle not to exceed \$1,000 if the Vehicle is stolen and not recovered within 30 days.

## 4. LIMITATIONS

- A. No warranty claims will be paid if the vehicle owner has intentionally concealed a material fact or circumstance surrounding the disappearance of the vehicle.
- B. Theft guaranteed amount is strictly limited to amount shown on front of this form at the selected coverage plan.

## 5. EXCLUSIONS

- A. Loss due to any fraudulent, dishonest, or illegal criminal act by you whether acting alone or in collusion with others is specifically excluded and will immediately void coverage under this warranty.
- B. When owner fails to take reasonable precautions against theft (i.e., left keys in vehicle or gave vehicle to thief or otherwise left keys in thief's possession).

## 6. CLAIM PROCEDURES

- A. In the event of a claim, the Purchaser must provide all of the following documentation to the Administrator before any payment can be processed:
  1. Copy of this Limited Warranty
  2. Copy of Purchaser's insurance company's settlement check
  3. Copy of the Vehicle registration
  4. Copy of the police report(s)
  5. Copy of the Purchaser's insurance company's proof of loss, showing the date of loss, specific cause of loss and gross settlement figuresPlease be certain that all of the above documents are totally legible, otherwise payment under this Limited Warranty will be suspended until legible copies can be obtained. Administrator will instruct an independent appraiser to calculate the Actual Cash Value of the Vehicle at the time of loss if the Vehicle is not recovered, or verify whether the Vehicle is deemed a constructive total loss, as a direct result of the theft, if the Vehicle is recovered. Calculation of Actual Cash Value only applies to used Vehicles.
- B. Additionally, any person seeking benefits under this Limited Warranty must:
  1. Notify the police within 24 hours of the discovery of the theft
  2. Report the claim to Administrator within 45 days of the insurance settlement date

## 7. TRANSFER

The Purchaser shall have the right to a one-time transfer of this Limited Warranty 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.

## 8. GENERAL INFORMATION

SISKIN ENTERPRISES, INC. IS THE ADMINISTRATOR/WARRANTOR (IN FLORIDA SISKIN ENTERPRISES OF FLORIDA, INC. IS THE ADMINISTRATOR/WARRANTOR) OF THIS LIMITED WARRANTY. TERMS AND CONDITIONS ARE AS STATED AND CANNOT BE ALTERED. **THIS IS A PRODUCT LIMITED WARRANTY AND IS NOT INSURANCE.** The Theft Protection Program is permanently applied to the Vehicle; therefore this Limited Warranty is NON-CANCELLABLE and the Product Purchase Price is NON-REFUNDABLE. No express rights are given under this Limited Warranty except for those specifically described herein. This Limited Warranty gives You specific legal rights and you may also have other rights which vary from state to state. Please review Section 9 for information specific to Your State. **Obligations of the Warrantor under this Limited Warranty are insured under a reimbursement policy. If covered service is not provided by Warrantor 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, 866-505-4048, for benefits afforded under this Limited Warranty.**

## 9. STATE SPECIFIC DISCLOSURES

**ALABAMA:** Cancellation is amended to include the following: In the event We cancel this Limited Warranty, We will mail written notice of cancellation to You at the last address known to Us at least thirty (30) days prior to cancellation. The notice shall state the effective date and the reason for cancellation.

**CALIFORNIA:** If You have questions regarding Your Limited Warranty, You may contact the Warrantor, Siskin Enterprises, Inc., 800-453-8470. 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. Benefits are payable upon theft of the vehicle. We will pay the benefit set forth under "Coverages" on the front page for the difference between the actual cash value of the stolen vehicle and the vehicle's replacement cost, temporary vehicle rental expenses, reimbursement for insurance deductible, and registration fees and taxes on a replacement vehicle. If the registration card is stolen along with an unrecovered vehicle the requirement that You provide a copy of the registration is waived.

**FLORIDA:** The Agreement holder may not make any claim against the Florida Insurance Guarantee Association for vehicle protection expenses. The rate charged for this Service Agreement is not subject to regulation by the Florida Office of Insurance. There is no deductible required in order to obtain the benefits provided under this Service Agreement. This Agreement may be cancelled by You within sixty (60) days of purchase upon written request. We will refund one hundred percent (100%) of the gross written premium minus claims paid (if any) plus an administrative fee of five percent (5%). If You cancel the Agreement after sixty (60) days, We will refund ninety percent (90%) of the unearned pro rata premium. If We cancel the Agreement, We will cancel the Agreement, We will return one hundred percent (100%) of the unearned pro rata premium. After the Agreement has been in effect for more than sixty (60) days, We may only cancel for material misrepresentation, odometer tampering and You fail to repair, failure to maintain the motor vehicle as prescribed by the manufacturer, non-payment of premium (in which case You will be notified of cancellation by certified mail).

**GEORGIA:** This Limited Warranty is considered a product warranty and not insurance under the laws of the State of Georgia. Only the benefit and incidental costs resulting from a theft and specified in this Limited Warranty are provided by this Limited Warranty. If We cancel this Limited Warranty, We shall mail a written notice to You at Your last known address at least 30 days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. You may cancel this Limited Warranty at any time by providing Us with written notice. No refund will be due.

**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. Cancellation is amended to include the following: In the event of cancellation, We will mail written notice of cancellation to You at the last address known to Us at least thirty (30) days prior to cancellation. The notice shall state the effective date and the reason for cancellation.

**MASSACHUSETTS:** THIS LIMITED WARRANTY IS CONSIDERED A PRODUCT WARRANTY AND NOT INSURANCE UNDER THE LAWS OF THE STATE OF MASSACHUSETTS.

**MICHIGAN:** This Limited Warranty is provided at no charge with the purchase of the Theft Protection Program which has been professionally installed or applied to Your Vehicle.

**MISSOURI:** Cancellation - is amended to include the following: In the event of cancellation, We will mail written notice of cancellation to You at the last address known to Us at least thirty (30) days prior to cancellation. The notice shall state the effective date and the reason for cancellation.

**MISSISSIPPI:** Cancellation - is amended to include the following: In the event of cancellation, We will mail written notice of cancellation to You at the last address known to Us at least thirty (30) days prior to cancellation. The notice shall state the effective date and the reason for cancellation.

**NEW HAMPSHIRE:** In the event that You do not receive satisfaction under this agreement, You may contact the New Hampshire Insurance Department 21 South Fruit Street, Suite 14, Concord, NH 03301, (800) 852-3416.

**NEW JERSEY:** THIS AGREEMENT IS A PRODUCT WARRANTY, NOT INSURANCE, AND IS UNDER THE PURVIEW OF THE DIVISION OF CONSUMER AFFAIRS. Questions about the warranty may be directed to the Division of Consumer Affairs, 124 Halsey Street, 7th Floor, P.O. Box 45028, Newark, New Jersey 07101, [www.njconsumeraffairs.gov](http://www.njconsumeraffairs.gov). Questions about the warranty reimbursement insurance policy may be directed to the Department of Banking and Insurance, 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).

**NEW MEXICO:** Cancellation is amended to include the following: In the event of cancellation, We will mail written notice of cancellation to You at the last address known to Us at least fifteen (15) days prior to cancellation. The notice shall state the effective date and the reason for cancellation. You may cancel this Limited Warranty at any time by providing Us with written notice. No refund will be due.

**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, Salem, OR 97309-0405, 503-947-7984 or 888-877-4894.

**TENNESSEE:** The Warranty Benefit is intended to reimburse the Warranty Holder for incidental costs associated with the failure of the Theft Protection Product. Cancellation is amended to include the following: In the event of cancellation, We will mail written notice of cancellation to You at the last address known to Us at least thirty (30) days prior to cancellation. The notice shall state the effective date and the reason for cancellation.

**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. Cancellation is amended to include the following: In the event of cancellation, We will mail written notice of cancellation to You at the last address known to Us at least five (5) days prior to cancellation. The notice shall state the effective date and the reason for cancellation.

**UTAH:** The Limited Warranty Benefit is the amount selected on the front of this Limited Warranty regardless of the Actual Cash Value of the Covered Vehicle on the date of loss.

**WASHINGTON:** This agreement, issued by Advanced Protection Products International, Inc., the Guarantor, 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.

**WISCONSIN:** Obligations of the Warrantor under this Limited Warranty are insured under a reimbursement insurance policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038. If a covered claim is not provided by the Warrantor or the Warrantor fails to meet any obligation under the term of this Limited Warranty within sixty (60) days after proof of loss has been filed, You may apply for reimbursement directly with the Insurance Company at the above address or by calling (866)505-4048. "Total Loss" means the Vehicle is determined by Your primary insurance carrier to be damaged beyond reasonable repair. If the Covered Vehicle has no comprehensive insurance coverage, the amount of damage sustained as a direct result of the theft of the Covered Vehicle will be determined by an independent appraiser.

**GENERAL TERMS, Item F -** is deleted and replaced with the following: The Vehicle will be determined to be unrecoverable when the registered customer's physical damage insurance company issues full and final theft settlement payment to the registered customer. If the Covered Vehicle has no comprehensive insurance coverage and in the event of a claim, the Vehicle will be determined to be unrecoverable upon receipt of confirmation from such law enforcement agency that Your Vehicle was not recovered within thirty (30) days following the date the theft was reported.

**CLAIM PROCEDURES,** is amended to include the following: If the Covered Vehicle has no comprehensive insurance coverage and in the event of a claim, You must provide all of the following documentation to the Administrator:

- 1) Copy of this Limited Warranty;
- 2) Copy of the Vehicle registration;
- 3) Copy of police report(s);
- 4) Confirmation from such law enforcement agency that Your Vehicle was not recovered within thirty (30) days following the report; Cancellation is amended to include the following: In the event of cancellation, We will mail written notice of cancellation to You at the last address known to Us at least thirty (30) days prior to cancellation. The notice shall state the effective date and the reason for cancellation.

**THIS LIMITED WARRANTY IS NON-CANCELABLE BY THE WARRANTY HOLDER**