



**Aftercare GPS Limited Product Warranty**

126 E. Dyer Rd., Suite A Santa Ana, CA 92707 (800-832-3237) aftercare@aftercarecorp.com

REGISTERED OWNER			DEALER			DEALER #							
ADDRESS						ADDRESS							
CITY		STATE		ZIP		CITY		STATE		ZIP			
PHONE			EMAIL ADDRESS			PHONE			FAX		CONTACT		
YEAR		MAKE		MODEL		VIN			DISPLACEMENT		MILEAGE/HOURS		
DATE		VEHICLE PURCHASE PRICE				NEW/USED			VEHICLE PRODUCT LINE				
		\$											
GPS PURCHASE PRICE						LENDER/LESSOR			PHONE				
\$													
<b>AFTERCARE GPS IMEI #:</b>						ADDRESS							
<b>ACTIVATION DATE:</b>						CITY		STATE		ZIP		CONTACT	

COVERED VEHICLE COST	MAXIMUM BENEFIT AMOUNT	TERM
Up to \$3,000.00	Up to \$1,000.00	3 years
\$3,001.00 to \$7,000.00	Up to \$2,500.00	3 years
\$7,001.00 and above	Up to \$5,000.00	5 years

Once the **Aftercare GPS System** is properly installed and activated on the **Vehicle**, **We** warrant to the **Registered Owner** of the described **Vehicle** that in the event the **Vehicle** is stolen and not recovered within thirty (30) days, the **Warrantor** will provide a credit towards the purchase of a **Replacement Vehicle**, from the **Selling Dealer** equal to 50% of the of the **Vehicle** value at the time of loss, or 50% of the **Replacement Vehicle** value, whichever is less, not to exceed the **Maximum Benefit Amount** for each **Covered Vehicle Cost** threshold, only during the **Term** of coverage outlined above, only if the **Replacement Vehicle** is purchased within 90 days of date of loss, and not including taxes, license or other government fees. No deductible applies to a claim authorized by the **Warrantor**. To be eligible for this **Limited Product Warranty**, **You** must have comprehensive insurance coverage on the **Vehicle**. This agreement is a **Limited Product Warranty** and is not insurance. It is not subject to state insurance laws but is subject to state laws concerning warranties. **You** must activate the **Aftercare GPS System**, on the day **You** purchase **Your Vehicle** and ensure its attachment to the **Vehicle** for the **Term** of this **Agreement** to keep this **Warranty** in force. **IN THE EVENT OF A VEHICLE THEFT:** Call the police and file a police report within 48 hours. Call the GPS Theft Toll-free number **(800) 674-8648** to begin **Vehicle** tracking immediately. Provide the police with the theft tracking information to assist in recovery. Follow the Claims Procedures to file a claim.

**DEFINITIONS:**  
**Activated, Activation, Active:** proof of the **Aftercare GPS System's** proper functioning as evidenced by the ability to locate the vehicle using the System.  
**Aftercare GPS System, System, Device:** the GPS unit identified in the Declarations section of this Agreement, by its IMEI Number, installed on the Vehicle, activated on the day of Vehicle purchase.  
**Covered Vehicle, Vehicle:** the Vehicle in the Declarations section of this Limited Product Warranty on which the Device has been installed and activated.  
**Covered Vehicle Cost Threshold:** the range of Vehicle cost that is tied to the Maximum Benefit Amount and the Term.  
**Declarations:** the portion of this Agreement with information about You, the Vehicle, The Dealer and the Device.  
**Installed:** the act of attaching the Aftercare GPS System to the Vehicle and Activating it.  
**Limited Product Warranty, Warranty, Agreement** – this Agreement, which outlines the terms, conditions, and limitations of coverage provided.  
**Maximum Benefit Amount:** the upper limit of the Vehicle credit We will provide in the event of a Valid Loss.  
**Owner, Registered Owner, You, Your or I** – The Aftercare GPS System customer whose name appears in the Declaration section of this Agreement.  
**Preliminary Approval** – the process We use to determine if Your loss is a Valid Loss.  
**Replacement Vehicle** – A vehicle that is equivalent to the Covered Vehicle on which the Device was purchased and installed. If Your Vehicle was new when the Device was purchased and installed, then the replacement vehicle is another new vehicle of the same make and model, with identical factory options and accessories as the original Covered Vehicle. If Your Vehicle was used when the Device was purchased and installed, then the replacement vehicle is a used vehicle of the same make and model, with the same factory installed options and accessories as the original Covered Vehicle and with the same age and approximate mileage as the Covered Vehicle on which the Device was purchased and installed.  
**Selling Dealer** – The Dealer listed on the Declaration page under Dealer from whom You purchased Your Vehicle and the Installed Device.  
**Term:** the length of time, beginning on the Activation Date as stated in the Declarations and expiring either three or five years later, depending on the cost of Your Vehicle.  
**Valid Loss** – A loss which: a) occurs on a Covered Vehicle that has current, in force comprehensive insurance; b) is due to the Covered Vehicle being stolen and not recovered for at least thirty (30) days, after the filing of a police report; or is recovered but is deemed to be a total loss by Your insurance company; c) is due to a theft which occurs within the Term of this Agreement as stated in the Declaration section of this Agreement; d) occurs within the territory covered by this Agreement, e) meets the requirements under the Claim Procedure section of this Agreement.  
**Warrantor, We, Us, Our:** Aftercare 126 E. Dyer Road Suite A Santa Ana CA 92707. 800 832-3237.

I have read and acknowledge the terms and conditions contained herein and I choose to purchase the **Aftercare GPS System**. I have read the **Limited Product Warranty** and understand that I must file a claim with the **Warrantor** within 90 days of the date of loss. I acknowledge receipt for purchase and installation of the **Aftercare GPS System** and I understand that purchase of the **Aftercare GPS System** is completely voluntary, and feel the fee has been properly disclosed and is listed above. Purchase of the **Aftercare GPS System** is not required in order to purchase a vehicle or in order to obtain vehicle financing.  
**Sign here to ACCEPT this coverage:**

REGISTERED OWNER SIGNATURE	DATE	DEALER SIGNATURE	DATE
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**BENEFIT PARAMETERS:** This benefit is NOT payable directly to **You** as a cash settlement. This benefit is payable only to the **Selling Dealer**, on **Your** behalf, and only applies if a **Replacement Vehicle** is purchased by **You** within 90 days of the date of loss. If **You** do not replace **Your Vehicle** within 90 days, no benefit will be provided under this **Warranty**. This benefit is designed to provide coverage for a **Replacement Vehicle** of like kind and quality to **Your** stolen **Vehicle**. If **You** choose to purchase a **Replacement Vehicle** of greater kind and quality, **You** may apply the calculated benefit towards **Your** purchase. In the event **You** wish to downgrade or purchase a **Replacement Vehicle** of lesser value, then **Your** benefit will be calculated based on the cost of the less expensive vehicle only. This **Warranty** covers one **Valid Loss** and will terminate in the event of a paid benefit.

**CONDITIONS, LIMITATIONS AND EXCLUSIONS:** This **Limited Product Warranty** does not cover: theft by a member of **Your** family or any other person(s) who had access to the keys of the **Vehicle**; losses resulting from fraudulent acts, illegal acts, or material misrepresentation of the **Registered Owner**, whether acting alone or in collusion with others; **Vehicle** damage as the result of theft; loss or damage from force majeure; any loss occurring in a country other than the United States; the replacement of any other type of vehicle protection or coverage; total loss or damage resulting from repossession; the cost of any accessories, upgrades, or modifications to the **Replacement Vehicle**; claims resulting from the seizure of the **Vehicle** by any government agency; incidental or consequential damage or loss, including property damage, personal injury, and loss of **Vehicle** use; loss when a **Vehicle** is not secured in a locked garage or other secure structure or in the event no garage or secure structure is available, there must be proof that the **Vehicle** was securely locked; loss which occurs before the **Device** is installed and activated; loss incurred by anyone other than **You**; loss by a second or subsequent owner of the **Covered Vehicle**; losses which occur if the **Aftercare GPS System** is removed from the **Covered Vehicle**. This **Warranty** does not apply to **Vehicle** damage as the result of attempted theft. This **Warranty** does not cover losses which occur when the **Aftercare GPS System** is not functioning properly due to the **Covered Vehicle** experiencing a collision, misuse, fire, flood, lightning, or other damaged, including acts of God. This **Warranty** does not cover the contents of a stolen **Vehicle**. The **Aftercare GPS System** covered by this **Warranty** is permanently installed on the **Covered Vehicle** and can not be transferred to another vehicle. The benefit under this **Warranty** is only available to the **Registered Owner** stated in the **Declarations** and is not transferrable.

**CLAIM PROCEDURES:** To obtain **Preliminary Approval** for reimbursement under this **Warranty**, the **Registered Owner** must contact the **Warrantor** at 126 E. Dyer Road Suite A, Santa Ana, CA 92707; (800) 832-3237 within 48 hours of the theft. Once available, provide a copy of: a) the original **Selling Dealer** buyer's order with a detailed list of factory installed equipment, if any, for the **Covered Vehicle**, b) the receipt for purchase and installation of the **Device**, c) **Your** comprehensive insurance policy showing coverage effective and expiration dates, which must be in-force on the date of loss, d) **Your** primary insurance company's proof of loss, containing the date of loss, cause of loss and gross settlement amount, e) **Your** primary insurance settlement check, f) evidence that the **System** was active and in-force at the time of loss, g) the police report for **Your** stolen **Vehicle**. **You** and the **Selling Dealer** will be notified if **We** determine **Your** loss to be a **Valid Loss**, upon review of this information. Once **You** obtain **Preliminary Approval**, **You** are authorized to purchase a **Replacement Vehicle**. Once purchased, **You** must provide the **Selling Dealer** invoice for the **Replacement Vehicle**, to **US**, in order for **US** to process the benefit. All documents must be completely legible; otherwise the **Warranty** benefit will be suspended until legible copies are provided.

**SELLING DEALER RESPONSIBILITIES:** In the event of a **Valid Loss**, as authorized by the **Warrantor** for replacement, the **Selling Dealer** agrees as follows: New Vehicles: The **Selling Dealer** will sell a **Replacement Vehicle** to **You** at a cost not to exceed invoice plus \$1,000. Any rebate on a **Replacement Vehicle** must be paid to the **Selling Dealer** as part of the purchase price. Used Vehicles: The **Selling Dealer** will sell a **Replacement Vehicle** to **You** at a cost not to exceed NADA wholesale (trade-in) value plus \$1,000.

**CANCELLATION:** The **Warrantor** may cancel this **Warranty** for material misrepresentation or substantial breaches of contractual duties, conditions or warranties. This **Limited Product Warranty** cannot be cancelled, transferred or renewed by **You**.

**NOTE:** **You** cannot rely on representations oral, written or otherwise, of anyone with respect to coverage under this **Warranty** and must rely only on the terms and conditions herein. By **Activating** the **Device**, **You** agree to the terms and conditions of this **Agreement**. The **Device**, when properly **Installed**, uses satellite, cellular and Wi-Fi to transmit signals. The **Selling Dealer**, **Warrantor**, **Device Manufacturer** and **Device Distributor** are in no way responsible for the proper functioning of the **Device** as it relates to satellite, cellular and Wi-Fi transmissions. **You** agree to defend and hold harmless the **Selling Dealer**, **Warrantor**, **Device Manufacturer** and **Device Distributor** and their officers, directors, agents, employees, successors and assigns, from and against any and all losses, claims, actions, litigation, proceedings, liabilities, obligations, damages, costs or expenses (including reasonable attorneys' fees), arising out of the improper functioning of the **Device** or the satellite, cellular or Wi-Fi transmissions. This **Warranty** and any litigation arising out of or related to this **Warranty** shall be governed by, interpreted under and enforced in accordance with the laws of the State of California without regard to conflict of laws principles. Any action brought to enforce or interpret this **Warranty** shall be brought and maintained exclusively in a court of the State of California in Orange County or in the United States District Court for such district of California. **You** a) consent to submit to the personal jurisdiction of a court of the State of California located in Orange County and the United States District Court for such district of California for any dispute arising out of or relating to this **Warranty**, b) agree that **You** will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such court, including without limitation, a motion to dismiss on the grounds of forum non-convenience, and c) agree that **You** will not bring any action arising out of or relating to this **Warranty** in any court other than in a court of the State of California located in Orange County or in the United States District Court or in the United States District Court for such district of California. This **Warranty** gives **You** specific legal rights. **You** may have other rights that vary from state to state.

**WARNING:** This Device is designed to prevent **Vehicle** theft. It is not designed or intended as a rescue or life saving device. **THE SELLING DEALER, WARRANTOR, DEVICE MANUFACTURER AND DEVICE DISTRIBUTOR ARE NOT IN THE BUSINESS OF VEHICLE RECOVERY. IF YOUR VEHICLE IS STOLEN, 1) CALL THE POLICE, 2) CALL THE RECOVERY SYSTEM'S TOLL-FREE NUMBER (800) 674-8648 AND 3) CALL YOUR PRIMARY INSURANCE CARRIER FOR ASSISTANCE. DO NOT ATTEMPT TO USE THE INFORMATION GAINED FROM USE OF THE DEVICE TO RECOVER THE VEHICLE YOURSELF.**

**INSURANCE STATEMENT:** Our obligations to perform under this Limited Warranty are insured under an insurance policy issued by Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, (800) 888-2738, except in California, Georgia, New York, Rhode Island and Wisconsin. In California, the Warrantor is insured under an insurance policy issued by the Response Indemnity Company of California, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, (800) 888-2738. In Georgia, the Warrantor is insured under an insurance policy issued by the Insurance Company of the South, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, (800) 888-2738. In New York and Wisconsin, the Warrantor is insured under an insurance policy issued by the Blue Ridge Indemnity Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, (800) 888-2738. In Rhode Island, the Warrantor is insured under an insurance policy issued by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, (800) 888-2738.

IF THE WARRANTOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS AFTER YOU PROVIDE PROOF OF LOSS COVERED BY THIS LIMITED WARRANTY, 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.

**LEGAL RIGHTS NOTICE:** THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING THE AFTERCARE GPS SYSTEM. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. AFTERCARE SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNATIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AFTERCARE DOES NOT AUTHORIZE ANY PERSON, ENTITY, OR FACILITY TO CREATE FOR IT ANY OTHER WARRANTY, OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. In addition, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights that vary from state to state.