

# DataDot® THEFT DETERRENT SYSTEM LIMITED WARRANTY

<b>LIMITED WARRANTY NUMBER</b> DD550DD – Plus last 8 digits of VIN, SEE BELOW	<b>DATADOT PIN NUMBER</b>
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## DEALER INFORMATION

<b>DEALER NAME</b>		<b>STREET ADDRESS</b>	
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	
<b>CONTACT NAME</b>		<b>TELEPHONE NUMBER</b>	

## CUSTOMER INFORMATION

<b>LAST NAME</b>		<b>FIRST NAME</b>		<b>MIDDLE INITIAL</b>
<b>ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	<b>TELEPHONE NUMBER</b>

## VEHICLE AND LIMITED WARRANTY INFORMATION

<input type="checkbox"/> <b>NEW</b>	<b>YEAR</b>	<b>MAKE</b>	<b>MODEL</b>	<b>VIN</b>
<input type="checkbox"/> <b>USED</b>				
<b>VEHICLE PURCHASE DATE</b>		<b>VEHICLE PURCHASE PRICE</b>		<b>AMOUNT FINANCED</b>
<b>LIMITED WARRANTY TERMS</b> <input checked="" type="checkbox"/> <b>5 YEARS</b>		<b>MAXIMUM BENEFIT AMOUNT: \$5000*</b> <small>* The amount shown above or 50% of the Actual Cash Value of the Vehicle on the Date of Loss, whichever is less</small>		<b>SYSTEM SALES PRICE</b>

## IMPORTANT INFORMATION ABOUT THIS LIMITED WARRANTY

The DataDot® Theft Deterrent System (“**System**”) includes the application of warning stickers and numbered DataDot which become luminescent under black light and are designed to deter vehicle theft. The numbers on the DataDot are registered with The Insurance Services Offices, Inc. (“ISO”) as corresponding to the vehicle’s VIN and to the current owner of the vehicle. In the event of **Failure** of the **System**, then subject to the terms and conditions of this Limited Warranty, **We** will repair or replace the failed parts of the **System**. If the **Vehicle** is declared a **Total Loss** and not recovered within thirty (30) days after the **Date of Loss**, then subject to the terms and conditions of this Limited Warranty, **We** will pay up to the maximum **Benefit Amount**.

This agreement is a product warranty and is not insurance. It is not subject to state insurance laws but it is subject to state law concerning warranties. There are no warranties which extend beyond the description herein. **We** are not liable or responsible for any incidental, consequential, commercial, or exemplary losses or damages. Some States do not allow limitations on implied warranties or the exclusion of incidental or consequential damages, so the above limitations may not apply to **You**. This Limited Warranty gives **You** specific legal rights but **You** may also have other rights that vary from State to State.

To be eligible for this warranty, **You** must have comprehensive insurance coverage on the vehicle that is covered by the System. None of **Our** representatives, employees, dealers or agents is authorized to alter, extend amend or modify the terms of this Limited Warranty. By **Your** signature below, **You** acknowledge that **You** have read this Limited Warranty, including the terms, conditions, exclusions, and claim procedure printed on the reverse side of this document. Purchase of the **System** is not required in order to purchase, lease or obtain financing for the **Vehicle**.

**PRODUCT WARRANTY:** Obligations of the Warrantor’s product warranty are insured under a policy issued by American Bankers Insurance Company of Florida; 11222 Quail Roost Drive, Miami, FL 33157-6596; (866) 306-6694. This product warranty is provided to **You** by IAS Warranty, Inc. (Warrantor); 12800 Angel Side Dr., Leander, TX 78641; Phone 1-888-679-1180; which will be primarily liable to **You** for the payment of valid claims. **You** may apply for reimbursement directly with the insurer if payment is not made within 60 days after proof of loss has been provided the warrantor.

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Dealer Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## CLAIM PROCEDURE

In the event of a **Failure**, **You** must contact **Us** to establish a claim file by calling 1-888-679-1180. **You** will need the registration number shown on the front page of this Limited Warranty. **We** will arrange for the replacement of the failed part of the **System** at the nearest DataDot Authorized retailer or service facility.

In the event of a **Total Loss**, **You** must contact **Us** to establish a claim file by calling 1-888-679-1180 within thirty (30) days of the **Date of Loss**. Within thirty (30) days of the **Date of Settlement** by **Your** primary insurance carrier, **You** must submit the following documents to **Us** at the address shown on the reverse side of this Limited Warranty:

- A. A copy of the police report evidencing the theft of the **Vehicle**;
- B. A copy of this Limited Warranty;
- C. A copy of **Your** insurance policy declaration page, clearly identifying the **Vehicle** and specifying insurance coverage; and
- D. A copy of the primary insurance carrier’s claim settlement check(s) showing final payment.

**WARRANTOR: IAS WARRANTY, INC.**  
**12800 ANGEL SIDE DR., LEANDER, TX 78641, TELEPHONE: 1-888-679-1180**

## DEFINITIONS

<b>Actual Cash Value</b>	The retail value of the <b>Vehicle</b> on the <b>Date of Loss</b> as determined by <b>Your</b> primary insurance carrier.
<b>Benefit Amount</b>	The amount shown on the front page of the Limited Warranty or fifty percent (50%) of <b>Actual Cash Value</b> of the <b>Vehicle</b> on the <b>Date of Loss</b> , whichever is less.
<b>Date of Loss</b>	The date the theft was reported to the appropriate law enforcement agency.
<b>Date of Settlement</b>	The date printed on the primary insurance carrier's settlement check.
<b>Failure</b>	<b>Failure</b> occurs when the unique registration number on each installed DataDot® is no longer readable or the adhesive attaching the DataDot to the <b>Vehicle</b> has yellowed, softened, or is no longer luminescent under black light or when the warning stickers no longer adhere to the <b>Vehicle</b> or have become unreadable.
<b>Total Loss</b>	<b>Total Loss</b> occurs when the <b>Vehicle</b> is stolen and <b>Your</b> Primary insurance carrier declares the <b>Vehicle</b> a <b>Total Loss</b> .
<b>System</b>	The DataDot Theft Deterrent <b>System</b> which is comprised of uniquely numbered DataDot, black light sensitive adhesive warning stickers which are uniquely numbered and the DataDot warning stickers which are applied to the <b>Vehicle's</b> windows. The numbers on the DataDot are registered with The Insurance Services Offices, Inc. ("ISO") as corresponding to the <b>Vehicle's</b> VIN and the current owner of the <b>Vehicle</b> .
<b>Term</b>	The amount of time that this Limited Warranty shall be in force, as shown on the front page.
<b>Us, We, Our</b>	<b>IAS Warranty, Inc.</b> is the Warrantor and as such is obligated to <b>You</b> to provide and administer all services and coverage under this Limited Warranty.
<b>Vehicle</b>	The new or used private passenger <b>Vehicle</b> , van, pick-up, light truck or recreational <b>Vehicle</b> describe on the front page of this Limited Warranty and upon which the <b>System</b> has been applied.
<b>You, Your</b>	The original purchaser and any subsequent private party to whom this Limited Warranty was properly transferred following <b>Vehicle</b> resale.

## TERMS AND CONDITIONS

- (1) The **Term** of this Limited Warranty is shown on the reverse side. The **Term** begins on the date the **Vehicle** was sold to the original purchaser.
- (2) Payment for a **Total Loss** shall be limited to the **Benefit Amount**.
- (3) This Service Agreement can be transferred if the **Vehicle** is sold to a new owner other than an automobile dealer. In order to effect transfer, the transferor must provide **Us** with a copy of the bill of sale (clearly identifying the new owner's name and address) and a transfer fee of **\$35.00** made payable to Administrator within **15** days of the **Vehicle** sale.
- (4) **You** must carry valid comprehensive insurance coverage on the **Vehicle** during the **Term** of this Limited Warranty in order to be eligible for payment of the **Benefit Amount**.
- (5) As the **System** is permanently installed on the **Vehicle**, the purchase price of this **System** is **NON-REFUNDABLE**.
- (6) This Limited Warranty can be transferred to a new Owner within fifteen (15) days from date of sale, for a thirty five dollar (\$35) transfer fee by calling Administrator below for details.

## EXCLUSIONS

This Limited Warranty shall not apply to:

- (1) Loss or damage resulting from theft by **Your** family member(s) or any other person who had access to the keys of the **Vehicle**;
- (2) Incidental or consequential expenses such as loss of time or use, inconvenience, commercial loss, personal injury or property damage;
- (3) Loss or damage due to war, whether or not declared, invasion, civil war, civil commotion or not, insurrection, rebellion or revolution, nuclear reaction, nuclear radiation or radioactive contamination, earthquake, explosion, falling objects, fire or smoke, flood, or acts of God;
- (4) Loss or damage resulting directly or indirectly from forgery or any dishonest, fraudulent or criminal act, due to conversion, embezzlement or secretion by any person in lawful possession of the **Vehicle**;
- (5) **Total Loss** occurring outside the United States, its territories and possessions or Canada; or
- (6) **Total Loss** or **Failure** occurring after the expiration of the **Term** of this Limited Warranty.
- (7) Claims must be filed within 30 days of the **Date of Settlement** or the claim will be void.

## SPECIAL STATE DISCLOSURES AND REQUIREMENTS

**Alabama:** We will not void this limited warranty unless there has been a material misrepresentation or fraud committed by **You** in connection with this limited warranty.

**Georgia:** Only the benefits and incidental costs resulting from a theft and specified in this warranty are provided by this warranty. If this warranty is cancelled by the Warrantor, the Warrantor will mail written notice of cancellation to the last address of the warranty holder at least 30 days prior to the effective date of cancellation and the notice will state the reason for cancellation. The Warranty Cancellation provision is amended to include: If **You** cancel this warranty, the refund will be calculated above the customary short rate for the expired term of the warranty. Substitution of vehicles is not permitted with this agreement.

**Hawaii:** Unresolved complaints concerning the Warrantor or questions concerning the regulation of a Warrantor may be addressed to the Hawaii Insurance Division, Department of Commerce & Purchaser Affairs, 250 S. King Street, 5th Floor, Honolulu, Hawaii 96811-3614, 808-586-2790.

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

**New Jersey:** If **You** have any questions about this Limited Warranty, **You** may contact the New Jersey Division of Consumer Affairs at 124 Halsey Street, Newark, New Jersey 07101, (973)504-6200, [www.njconsumeraffairs.gov](http://www.njconsumeraffairs.gov). If **You** have any questions about **Our** reimbursement insurance policy, **You** may contact the New Jersey Department of Banking and Insurance at 20 West State Street, PO Box 325, Trenton, New Jersey 08625, [www.state.nj.us/dobi/index.html](http://www.state.nj.us/dobi/index.html). **THIS AGREEMENT IS A PRODUCT WARRANTY, NOT INSURANCE, AND IS UNDER THE PURVIEW OF THE NEW JERSEY DEPARTMENT OF CONSUMER AFFAIRS.**

**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. This warranty is limited to indemnifying the warranty holder for incidental costs caused by the failure of the vehicle protection product to deter the theft of the vehicle or facilitate the recovery of the vehicle after it has been stolen.

**Tennessee:** The term **Limited Warranty** in this Agreement is defined as a vehicle protection product warranty.

**Texas:** Theft Deterrent products are regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9204, 512- 463-6599. Unresolved complaints concerning the Warrantor or questions concerning the regulation Warrantors may be addressed to the Department.

**Washington:** This is a Vehicle Protection Product Guarantee and is not an insurance policy. It is governed by Washington state law (ARCW § 48.110) as it relates to Vehicle Protection Product Guarantees. Whenever the term "Limited Warranty" appears in this document, it shall be replaced with the term "Guarantee".

**Wisconsin:** **You** are not required to carry comprehensive insurance coverage for the **Covered Vehicle** to be eligible under this Limited Warranty. If **You** do not carry comprehensive coverage, then in the event of **Total Loss**, **You** must submit proof-of-claim documents to **Us** within sixty (60) days of the **Date of Loss**. **Actual Cash Value** shall be determined in accordance with the National Automobile Dealer Association's average retail value for the **Covered Vehicle**.

**Alabama and Mississippi:** At the time of sale, issuing dealer will deliver a copy of the warranty or within 30 days from date of purchase, deliver a receipt for purchase and a copy of the warranty to the purchaser.

**Administrator:** Innovative Aftermarket Systems L.P. / 12800 Angel Side Dr. / Leander, TX 78641 / [www.fasterclaims.com](http://www.fasterclaims.com)

Call 1-888-679-1180 for claim authorization