

# DAG-ETCH

## DOWNTOWN AUTOMOTIVE GROUP

### 3 Year Etch Limited Warranty Term

#### DAG-ETCH-4251-563

<b>Customer's Name (Last)</b> OLAO	<b>(Email)</b> HUAUTU	<b>(Vehicle Initials)</b>
<b>Customer's Street Address</b> 4089 BRICKSTONE MEWS	<b>CITY</b> MISSISSAUGA	<b>Assignment</b> 3204
<b>State</b> ON	<b>Customer's Email Address</b>	
<b>Zip Code</b> L5B0G2	<b>Vehicle Purchase Price (Term/Months)</b> / 24	<b>Vehicle Year</b> 2017
<b>Vehicle Serial Number (VIN)</b> 27B2ZAC681C123892	<b>Product Installation &amp; Treatment Date</b> Oct 31st 2017	
<b>Security System Price</b>	<b>Address</b> 740 Dundas Street East Suite ON	<b>Phone</b> 1-866-880-8279
<b>Selling Dealer</b> Lesco Downtown		
<b>City</b> Toronto		

We have read this certificate in its entirety and fully understand its content and acknowledge receipt of a copy thereof. We further understand that this Certificate is not required in order to purchase or obtain financing for the vehicle and that My/Our acceptance of the coverage under this Certificate is voluntary.

I ACCEPT THIS PROTECTION ☒ 3 Year Etch Limited Warranty Term

CUSTOMER'S SIGNATURE:

*[Signature]*

Date: Oct 31 2017

The limited warranty, offered by Downtown Automotive Group (DAG), is not insurance and does not provide any liability coverage, nor does it fulfil the requirements of any financial responsibility law. This limited warranty system may only be purchased at the time You buy or lease the Covered Vehicle. The theft deterrent system must be PROPERLY & PROFESSIONALLY applied to, or installed on Your Covered Vehicle in order for benefits to apply. The theft deterrent system is primarily installed on the Covered Vehicle; therefore, this limited warranty is non-cancelable and non-refundable. In the event the Theft Deterrent System installed on the Vehicle specified in this Warranty fails to prevent the Vehicle from being stolen and such failure results in Total Loss as defined herein, DAG hereby warrants to pay a \$3,000 Benefit directly to the Customer, plus a \$2,000 Replacement Allowance to any Downtown Automotive Group Dealership to be used toward the purchase of a replacement vehicle. With respect to Used Vehicles, this coverage is further restricted to a Warranty payment not exceeding the actual cash value of the Vehicle as established by the Primary Insurance Carrier at the Date of Loss or the "Highest value of the Vehicle with appropriate adjustments for mileage and/or optional equipment as determined by the then current, region specified N.A.D.A. Official Used Car Guide, whichever is greater." Or in the event such failure results in the Vehicle being stolen and recovered damaged, but not a Total Loss, within 30 days of the Date of Loss, up to \$1,000 Deductible reimbursement payable directly to the Customer, but limited to Customer's actual primary insurance deductible amount or the amount of damage, whichever is the lesser. The \$1,000 Deductible Reimbursement benefit is limited to only one such payment during the warranty period. If your vehicle is stolen, DAG will reimburse you for car rental expenses up to \$25 per day (excluding taxes and insurance) for a maximum period of 20 days. Maximum payment for car rental is \$500.00 over the life of the Warranty. Up to a \$1,000 Travel Allowance if the Covered Vehicle is stolen more than four hundred (400) kilometers from Your permanent residence, you will be reimbursed up to one hundred dollars (\$100) per day inclusive for meals (restaurants only) and lodging (hotels and motels only) expenses that You incur. This coverage is limited to a maximum of ten (10) days.

#### DEFINITIONS

**CUSTOMER**, You or Your means the consumer listed on the certificate. **Total Loss** means that the covered vehicle is stolen and not recovered within thirty (30) days, or recovered damaged to the extent that the repair costs equal or exceed the costs to repair the covered vehicle. In either instance, the primary insurer must declare the covered vehicle a total loss to trigger coverage under this warranty. Covered Vehicle means the vehicle listed on this certificate. **Replacement** Allowance means the amount indicated on this application. **Date of Loss** means the date on which the theft of the Covered Vehicle occurred. If such date is not determinable, the Date of Loss shall either be the date established by the primary insurance carrier or the date that the theft was reported to the police, whichever is earlier. **Actual Cash Value** means the value of the Covered Vehicle as of the Date of Loss with appropriate adjustments for prior damage, mileage and/or optional equipment as determined by the region specified NADA Official Guide. In the event that the Covered Vehicle is not listed in the NADA Official Guide, we will utilize other available market valuation resources to determine the fair market value of the Covered Vehicle.

#### TERMS AND CONDITIONS

- 1) The term of this limited warranty commences at the time of vehicle purchase, and ends when the Covered Vehicle is declared a Total Loss, or at the end of the term indicated on this application.
- 2) The theft deterrent system may only be purchased at the time You buy or lease the Covered Vehicle.
- 3) The theft deterrent system must be PROPERLY & PROFESSIONALLY applied to, or installed on Your Covered Vehicle in order for benefits to apply.
- 4) The limited warranty is non-cancelable and non-refundable.
- 5) You may transfer this limited warranty to another owner for the remainder of the initial warranty term provided that You comply with the following conditions:
  - a) Submit to Administrator, a photocopy of this certificate along with a check or money order in the amount of \$50.00 payable to Administrator within 15 days of vehicle resale;
  - b) A letter requesting transfer to the new owner. Please include the new owner's name, address and phone number;
  - c) Covered Vehicle must be free of damage and Administrator reserves the right to inspect the Covered Vehicle before transfer is completed;
  - d) The limited warranty may only be transferred by the original owner.
- 6) Vehicles primary insurance must include physical damage coverage.
- 7) This limited warranty certificate is excess of all primary insurance coverage with respect to physical damage coverage and car rental coverage.

#### EXCLUSIONS

- There is no coverage for any loss:
- a. That resulted from theft by any person who had access to the Covered Vehicle keys, or any person related to You by blood marriage, or adoption including wards or foster children.
  - b. When the keys were left in or on the Covered Vehicle.
  - c. To any vehicle that is used for any commercial purposes or emergency services whatsoever.
  - d. To any vehicle which is not listed in an approved market valuation guide.
  - e. In which You fail to report the theft of the Covered Vehicle to the police within twenty-four (24) hours of Your discovery of the theft.
  - f. In which You, or anyone acting on Your behalf, commit any fraudulent act, or falsely swear with regard to any fact or circumstance of a covered loss or claim. Additionally, there is no coverage for any loss resulting directly or indirectly from any dishonest, fraudulent, illegal, or criminal act by You or anyone acting on Your behalf, whether acting alone or in collusion with others; or due to conversion, embezzlement, or secretion by any person in lawful possession of the Covered Vehicle.
  - g. That occurs outside of the Canada and the United States, its territories or possessions.
  - h. Due to a fire that is not a direct result of theft.
  - i. Where the owner of the Covered Vehicle failed to take reasonable precautions against theft (including but not limited to: left keys in vehicle or gave vehicle to thief or otherwise left keys in their's possession, etc.).
  - j. On vehicles without primary insurance coverage.

#### CLAIM REQUIREMENTS

You must notify the police of the theft of the Covered Vehicle within 24 hours of Your discovery of the theft. You must forward legible copies of the following documents to Claims Administrator within thirty (30) days of primary insurance company settlement: 1) Complete copy of the limited warranty agreement; 2) Complete copy of the police report including any assignments and/or recovery reports; 3) Copy of the original buyer's order for the Covered Vehicle stating the purchase price along with the factory options and accessories attached thereto at the time of delivery; 4) Copy of Your physical damage insurance company's settlement check, declaration page, vehicle theft affidavit, proof of loss, and valuation worksheet; 5) Copy of replacement vehicle's owner and finance documents during the replacement vehicle's settlement process, along with the factory options and accessories attached thereto at the time of delivery. Unless otherwise stated under the terms and conditions of this limited warranty, Administrator will normally issue payment within sixty (60) days of receipt of the documentation referenced herein. Note: the person who purchases the replacement vehicle must be the same person who purchased the Covered Vehicle.

This limited Warranty certificate is excess of all primary insurance coverage with respect to physical damage coverage and car rental coverage. The intent of this clause is that you go to your primary carrier first, if you have coverage there then there is no claim to be made here.

Warranty Record Centre, P.O. Box 188, Concord, Ontario L4K 1B4 (877) 900-1501 FAX (905) 738-6803