

**VEHICLE**

Year, Make, Model

VIN

**PURCHASER**

Purchaser

Address, City, State, Zip

Email

Phone Home, Cell, Work

**SELLING STORE**

Store Name, Store Number

Address, City, State, Zip, Phone

**LIENHOLDER/LESSOR**

Store Representative

Lienholder/Lessor

Address, City, State, Zip, Phone

**SERVICE CONTRACT INFORMATION**

Purchase Date

Coverage Term  
(1 - 7 Years)

Purchase Price

**IF NO COVERAGE TERM IS INDICATED, THE VEHICLE WILL BE ENROLLED FOR THE MAXIMUM TERM FOR WHICH IT IS ELIGIBLE, WHICH SHALL BE NO MORE THAN (7) YEARS.**

**Notice to Purchaser:**

- The purchase of the Paintless Dent Repair Service Contract is not a requirement for the purchase, lease or financing of a covered Vehicle.
- This Service Contract 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 Service Contract.
- See important terms and conditions on the following pages.
- NO SERVICE WILL BE PROVIDED WITHOUT PRIOR AUTHORIZATION. FOR AUTHORIZATION CALL 800-453-8470.
- THERE IS NO DEDUCTIBLE FOR COVERAGE UNDER THIS CONTRACT

I (Purchaser), whose signature appears below, acknowledge that the information contained above is true and accurate. I elect to purchase this Service Contract and accept its terms, conditions, limitations and exclusions. I acknowledge receipt of this Service Contract. I understand that the purchase of this Service Contract is not required to purchase, lease or obtain financing of a motor vehicle. I acknowledge my responsibility to notify the Obligor regarding damage to the Vehicle within the specific time period indicated above.

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

**Obligor / Service Contract Provider**

**In Massachusetts:** Selling store identified above.

**In Florida:** Siskin Enterprises of Florida, Inc.

**All Other States:** Siskin Enterprises, Inc.

**Obligor / Service Contract Provider Contact Information**

P.O. Box 58 | Salt Lake City | Utah 84110

Toll Free: (800) 453-8470

E-mail: customerservice@siskinent.com

# PAINTLESS DENT REPAIR SERVICE CONTRACT

## 1. INTRODUCTION

- A. This Paintless Dent Repair Service Contract may cover new or used vehicles.
- B. This Service Contract is subject to all of the terms and conditions as set forth on both sides of this document.

## 2. DEFINITIONS

- A. "Coverage" means the component protection selected as described in this Service Contract.
- B. "Excluded Vehicles" are Aston Martin, Bentley, Chevrolet Corvette, Dodge Viper, Ferrari, Fisker, Lamborghini, Lotus, Maserati, Maybach, McLaren and Rolls Royce".
- C. "Lienholder/Lessor" means a financial institution, bank, credit union, et al or a third party that provides credit for the benefit of the Purchaser of the Vehicle.
- D. "Obligor" "Service Contract Provider" "Administrator" "We" "Us" and "Our" means Siskin Enterprises, Inc., except in Florida where these terms mean Siskin Enterprises of Florida, Inc. and Massachusetts where these terms refer to the Selling Store identified on the first page of this Service Contract.
- E. "PDR" means paintless dent repair which is the process used to remove small dings and minor dents from the exterior painted surface of covered vehicles without repainting.
- F. "Purchaser" means the Purchaser shown on the front side of this Service Contract or an eligible person to whom this Service Contract has been properly transferred.
- G. "Selling Store" means the store from which Purchaser purchased this Service Contract.
- H. "Service Contract" shall mean this Paintless Dent Repair Service Contract.
- I. "Vehicle" shall mean the four-wheeled passenger vehicle described on the front side of this Service Contract which is covered by this Service Contract.

## 3. TERMS AND CONDITIONS

- A. Obligor will provide trained technicians to promptly and professionally remove dents and dings sustained by Purchaser's vehicle. Trained technicians are able to use special tools and equipment to remove dents and dings without harming the vehicles original factory finish.
- B. Obligor will pay only for the repair of the damaged portion of the Vehicle, and Obligor reserves the right to inspect the Vehicle or may request estimates to repair and/or photographs of the damage.
- C. Obligor has sole discretion in determining and implementing any repair procedures; repairs will be performed with reasonable promptness and quality workmanship.
- D. Obligor has no obligation for reimbursement of transportation or inconvenience costs during time of repair.
- E. Obligor's liability is 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.
- F. This Service Contracts does not cover damage occurring outside of the United States, Canada or Puerto Rico.
- G. All services must be performed by persons authorized by Us except as provided in section 6.C.
- H. There is no limit on the number of PDR repairs that can be repaired as long as, in each case, the terms and conditions of this Service Contract are met.

## 4. COVERAGES

Certain coverages are not available in all states—please review your state's specific language for more information.

- A. Dents and dings which are less than four (4) inches across and are located on the covered Vehicle's exterior horizontal or vertical flat, painted sheet metal surfaces will be professionally removed by Our trained technicians using the PDR process.
  - B. Coverage is effective for the duration of the Service Contract as per the Coverage Term selected on the front page of this Service Contract.
  - C. There is no limit on the number of PDR repairs that can be repaired as long as the terms and conditions of this Service Contract are met.
- HAIL DAMAGE COVERAGE**
- D. Hail damage coverage is limited to \$1,000 for the life of this Service Contract according to the terms and conditions hereunder (this coverage is not available in Alabama and Utah).
  - E. Purchaser's automobile insurance coverage shall be deemed primary for purposes of all hail damage repair. Purchaser may not receive duplication of coverage from Obligor and from Purchaser's regular automobile insurance policy.
  - F. Purchaser must provide Obligor with a copy of his or her in-force comprehensive property damage insurance policy that provides coverage for hail. This Service Contract applies up to the amount of the deductible applicable to hail under the Purchaser's auto insurance policy, but not to exceed \$1,000.
  - G. If Purchaser does not carry other coverage for hail damage, Obligor shall provide coverage hereunder up to the \$1,000 limit for hail damage.

## 5. EXCLUSIONS

- A. Pre-existing damage.
- B. Traditional body shop type repair work or painting.
- C. Large dents, from hail damage or otherwise, which are professionally determined to be non-repairable using the PDR process.
- D. Collision damage, very deep dents or dents where the painted surface has been broken or otherwise damaged.
- E. Dents or dings that are caused, in whole or in part, by environmental conditions or events, including rust, corrosion or chemicals.
- F. Damage to the interior or undercarriage of the Vehicle.

- G. Scratches, chips, cracks or other similar damage to the painted exterior.
- H. Dents or dings requiring the use of putty, sanding, bonding primer, or paint.
- I. Damage to the Vehicle's chrome, glass, plastic, or other non-metal or other unpainted areas.
- J. Dents or dings located on or near creases or in other areas that may result in body damage if the PDR process is utilized.
- K. Dents or dings to areas of the Vehicle where access is limited due to bracing, aftermarket installations or double metal panels such as the roof panels of vehicles equipped with sun- or moon-roof.
- L. Damage to the factory's original finishes if such have been altered or modified after leaving the factory.
- M. Damage which a professional dent removal technician reasonably determines cannot be fully repaired using the PDR process.
- N. Damage to vehicles used for commercial purposes, including but not limited to, ambulances, police cars, or other emergency vehicles or trucks rated over one ton.
- O. Damage occurring outside the United States, Canada, or Puerto Rico.
- P. Damage due to theft, vandalism, collision, acts of war or terrorism, fire or other natural casualties.
- Q. Recreational vehicles and motorcycles.
- R. Excluded Vehicles as described in section 2B.
- S. Any consequential or incidental damages not expressly stated as covered herein.
- T. Any coverage prohibited by your state's specific language.

## 6. CLAIMS PROCEDURES

- A. Download a claim form through Obligor's website, [www.siskinent.com](http://www.siskinent.com) or contact Obligor at 800-453-8470. The Selling Store is not a party to this Service Contract and should not be contacted to initiate a claim.
- B. **CONTACT OBLIGOR FOR AUTHORIZATION PRIOR TO UNDERTAKING ANY REPAIRS. REPAIRS PERFORMED WITHOUT EXPRESS, WRITTEN AUTHORIZATION FROM OBLIGOR WILL NOT BE ELIGIBLE FOR REIMBURSEMENT EXCEPT AS DESCRIBED BELOW IN ITEM 6.C.**
- C. **Emergency Repairs.** As this contract provides coverage only for paintless dent repair, it is unlikely you will experience an after-hours emergency repair; however, in the event that Your Vehicle is damaged to the extent that it is undriveable or unsafe to drive after normal business hours and you are unable to make a claim, you may proceed to a repair facility and obtain covered repairs without prior authorization. You must submit a claim repair and payment information to Obligor the next business day following the emergency repair by contacting Obligor at 800-453-8470. In obtaining emergency repairs without prior authorization, it is Your responsibility to review this Service Contract to determine whether the service or repair offered is covered. You will not be reimbursed for repairs that are not covered by the terms of this Service Contract nor for non-emergency repairs done without prior authorization.

## 7. TRANSFERS

- A. The Purchaser shall have the right to a one-time transfer of this Service Contract to the first subsequent owner of the Vehicle free of charge. To Transfer, notify Obligor in writing of the change of ownership within 30 days of such change. No fee will be assessed to transfer this contract.
- B. Purchaser must complete and submit the necessary Request to Transfer form (available on the Obligor's website, [www.siskinent.com](http://www.siskinent.com)) or by calling 800-453-8470.

## 8. CANCELLATION & REFUNDS

- A. You may cancel this contract at any time for any reason by mailing to the Obligor written notice of cancellation or by calling (800) 453-8470.
- B. If You cancel this Service Contract by the 60th day of receipt if delivered in person, or 60th day after mailing if delivered via mail, and no claim has been made, the contract is voided and the Obligor will provide a full refund or credit to your account. If a claim has been paid or made during the full refund period, You will receive a prorated refund based on the number of days remaining on the Service Contract, less any claims paid and with no cancellation fee applied.
- C. If cancellation is after 60 days from the Service Contract Date of Sale, the Obligor will provide a prorated refund based on the number of days remaining on the Service Contract term, less any claims paid, and less a \$50 cancellation fee.
- D. Lienholder may cancel this Service Contract in the event of repossession or total loss. Refunds for lienholder cancellations are calculated as stated in B. and C. above. Refunds owed to lienholder will be paid or credited no more than 45 days from the date the Obligor receives notice of the request to cancel or sooner if required by a state.
- E. We may only cancel this Service Contract for nonpayment of provider fee, fraud, or material misrepresentation. If the Obligor initiates the cancellation, no cancellation fee will apply. If Obligor cancels within 60 days of the Purchase Date, You will receive a full refund of the Purchase Price. If Obligor cancels after 60 days, You will receive a pro-rata refund of the Purchase Price based on the number of unused days.
- F. The Obligor may cancel this Service Contract by mailing written notice of cancellation to Vehicle Owner at the last known address in Obligor's records 15 days prior to the effective date of the cancellation. The cancellation notice will state the effective date and reason for cancellation.
- G. Refunds owed to you will be paid or credited within 30 days of the date We receive notice of the request for cancellation from You or from the effective date of the cancellation notice from the Obligor. A monthly penalty of ten percent shall be added to any refund owed that is not paid with 60 days of cancellation.

## 9. GENERAL INFORMATION

SISKIN ENTERPRISES, INC. IS THE OBLIGOR/SERVICE CONTRACT PROVIDER OF THIS PROTECTION SERVICE CONTRACT. TERMS AND CONDITIONS ARE AS STATED AND CANNOT BE ALTERED. THIS IS A SERVICE CONTRACT AND IS NOT INSURANCE. Obligations of the Service Contract Provider under this Service Contract are insured under a reimbursement policy. If covered service is not provided by Service Contract Provider before the 60th day from date of valid claim initiation, Purchaser should apply directly to Wesco Insurance Company (a member of AmTrust Group) 59 Maiden Lane, 43rd Floor, New York, NY 10038 POLICY #WIC-SIS-SCRI-070112 for benefits afforded under this Protection Service Contract by mailing a request to the provided address or by calling (866) 505-4048.

## **SPECIAL STATE REQUIREMENTS AND DISCLOSURES**

**THIS SERVICE CONTRACT IS AMENDED TO COMPLY WITH THE FOLLOWING STATE REQUIREMENTS AND DISCLOSURES. They apply to You if You purchased this Service Contract in the following states:**

**ALABAMA Cancellation:** The Cancellation fee will be \$25. If a full refund is due to You under this Service Contract, a 10% penalty per month will be added to the refund if it is not made within 45 days of return of the Service Contract to Administrator. We may cancel this Service Contract with written notice to Your last known address contained in Our records at least five (5) days prior to cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by Your to Us relating to the covered property or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.

**IN ALABAMA, THIS SERVICE CONTRACT DOES NOT APPLY TO WEATHER RELATED DENTS, INCLUDING, BUT NOT LIMITED TO DENTS CAUSED BY HAIL DAMAGE.**

**ALASKA** If covered service under this Service Contract is not provided by the Service Contract Provider within 30 days after the Purchaser notifies them of a claim, the Purchaser is entitled to apply directly to Wesco Insurance Company (a member of AmTrust Group) 59 Maiden lane, 43rd Floor, New York, NY 10038 for payment of the Service Contract Provider's obligation.

**Cancellation:** Section 8.E. is replaced in its entirety with the following: "E. Obligor may only cancel this Service Contract for material misrepresentation or fraud in obtaining the contract or in pursuing a claim. If Obligor cancels within 30 days of the Purchase Date, You will receive a full refund of the Purchase Price. If Obligor cancels after 30 days, You will receive a pro-rata refund of the Purchase Price, based on the number of unused days. If the contract is cancelled by the Obligor, You will be mailed notice of cancellation at least 15 days prior to effective date of the cancellation stating the effective date and reason for the cancellation."

In the case of Purchaser cancellation, cancellation fee may not exceed the lesser of \$50 or 7.5% of the unearned provider fee.

**Pre-existing damage is not covered under this Service Contract.**

**ARIZONA Cancellation:** You will be refunded on a pro-rata basis with no deduction for a claim incurred or paid under this Service Contract. The Administrator may not cancel this Service Contract or void coverage under this Service Contract due to (1) Our acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent, and workmanlike manner, (2) pre-existing conditions, (3) prior use or unlawful acts relating to the covered Vehicle, (4) Our misrepresentation, and (5) ineligibility of the Vehicle for coverage under the program. Cancellation fee will be the lesser of \$50 or 10% gross amount paid by the contract holder.

All exclusions only apply to occurrences after the Service Contract sale date.

**ARKANSAS Cancellation:** No deduction for a claim incurred or paid under this Service Contract will be made from any refund.

**CALIFORNIA** Section 8. Cancellations & Refunds is stricken in its entirety and replaced with the following. "You may cancel this contract at any time for any reason, including if the Vehicle is sold, lost, stolen or destroyed, by mailing to the Obligor written notice of cancellation or by calling (800) 453-8470. If You cancel this contract within the first 60 days from purchase and no claim has been made, You will receive a full refund of the Purchase Price. If a claim has been made within the first sixty (60) days, You will receive a refund of the Purchase Price, less claims paid, with no administrative service charge. After sixty (60) days, You will receive a pro-rata refund of the Purchase Price, based on the number of unused days, less an administrative service charge of the lesser of \$25 or 10% of the contract Purchase Price. We may only cancel for Your non-payment, material misrepresentation, or fraud. If we cancel this contract, we will mail you written notice at least 15 days prior to the effective date of cancellation stating the effective date of and reason for cancellation. If We cancel this contract, no cancellation fee will apply. If We cancel this contract within the first 60 days, You will receive a full refund of the Purchase Price. If We cancel this contract, after the 60 days, You will receive a pro-rata refund of the Purchase Price based on unused days, less claims paid. Refunds owed to You will be paid or credited within thirty (30) days of the date we receive notice of the request for cancellation from You or the effective date of the cancellation notice of the Obligor. We remain liable to You for any claim reported prior to cancellation provided that the first step required for reporting a claim has been completed."

Insurance Coverage: Performance to You under this contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Service Contract has been denied or has not been honored within 60 days after your request. The name and address of the insurance company is Wesco Insurance Company (a member of AmTrust Group), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If You are not satisfied with the insurance company's response, you may contact the California Department of insurance at 1-800-927-4357 or access the department's Internet Web site [www.insurance.ca.gov](http://www.insurance.ca.gov). Obligor's California VSC provider license number is 0M08015.

### **NO PRE-EXISTING CONDITIONS ARE COVERED UNDER THIS CONTRACT.**

This Contract does not provide any preventive maintenance and it is Your obligation to maintain Your Vehicle's covered parts as specified in this Contract and by Your Vehicle's manufacturer.

**The term "small dents" related to hail means those which are less than 4 inches across and are located on the covered vehicle's exterior horizontal or vertical flat, painted sheet metal surfaces.**

This Contract is transferrable.

**CONNECTICUT Dispute Resolution:** In the event You have a complaint and we cannot reach an agreement, you may file a formal written complaint with the Consumer Affairs Division. The complaint must contain a description of the dispute, the purchase or lease price of the product, and a copy of the Service Contract. To request arbitration, mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention Consumer Affairs. You have a right to cancel this Service Contract if You return the Vehicle or if the Vehicle is sold, lost, stolen or destroyed. If this Service Contract is for less than one year of coverage, this Contract will be extended while Your Vehicle is being repaired. This Service Contract does not include in-home service. The costs of transporting the Vehicle will not be paid for by the Administrator.

**DISTRICT OF COLUMBIA Cancellation:** Cancellation fee may not exceed the lesser of \$50 or 10% of the gross provider fee.

**Pre-existing damage is not covered under this Service Contract.**

**FLORIDA** The Obligor on this contract for Florida is Siskin Enterprises of Florida, Inc. dba PermaPlate, Florida license number 27271.

Section 9. is deleted in its entirety and replaced with the following, "SISKIN ENTERPRISES OF FLORIDA, INC. IS THE OBLIGOR/SERVICE CONTRACT PROVIDER OF THIS SERVICE CONTRACT. TERMS AND CONDITIONS WRITTEN ABOVE CANNOT BE ALTERED. THIS IS A SERVICE CONTRACT AND IS NOT INSURANCE. Obligations of the Service Contract Provider under this Service Contract are insured under a reimbursement policy issued by Wesco Insurance Company (a member of AmTrust Group) 59 Maiden Lane, 43rd Floor, New York, NY 10038, policy #WIC-SIS-SCRI-FL-090112. If covered service is not provided by Service Contract Provider, or if We fail to pay, before the 30th day after proof of loss has been filed, You should apply directly to Wesco Insurance Company for benefits or services afforded under this Service Contract by mail at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or by calling (866) 505-4048."

The rate charged for this Service Contract is not subject to regulation by the Florida Office of Insurance Regulation.

**Cancellation:** You may cancel the Service Contract within sixty (60) days after purchase, for a 100% refund of the gross Purchase Price, less any claims paid on the Service Contract, without any cancellation fee. If cancellation is after 60 days from the Service Contract Date of Sale, the Obligor will provide a prorated refund based on the number of days remaining on the Service Contract term, less any claims paid, and less a cancellation fee which is the lesser of \$50 or 10% of the pro rata refund amount. If We cancel the Service Contract for nonpayment, We will provide You with written notice by certified mail. If We cancel the Service Contract in

the first sixty (60) days, We will not charge a cancellation fee and refund 100% of the gross Purchase Price, less any claims paid. If We cancel the Service Contract after the first sixty (60) days, We will not charge a cancellation fee and will refund 100% of the unearned pro rata premium, less any claims paid.

**GEORGIA** If this Service Contract is cancelled within 30 days of the Purchase Date, if delivered in person, or date of mailing if mailed, You will receive a full refund of the Purchase Price, less claims paid. If this Service Contract is cancelled after 30 days, You will receive a pro-rata refund of the Purchase Price, based on the number of unused months, less claims paid and a cancellation fee of \$50.00 or 10% of the unearned pro-rata purchase price, whichever is less. No cancellation fee will be assessed for cancellation by the Obligor. Refunds owed to You will be paid or credited within 30 days of the date We receive notice of the request for cancellation from You or the effective date of the cancellation notice from the Obligor. A penalty of 10% per month will be added to any refund owed that is not paid within 30 days of cancellation. We may only cancel this Service Contract for fraud or material misrepresentation or for non-payment. Notice of cancellation will be thirty (30) days.

**HAWAII** Pre-existing damage is not covered under this Service Contract.

**IDAHO** Cancellation: You may cancel this contract at any time for any reason. If this Service Contract is cancelled within 30 days of the Purchase Date, You will receive a full refund of the Purchase Price. If this Service Contract is cancelled after 30 days, You will be refunded on a pro-rata basis, less a \$50 cancellation fee, with no deduction for a claim incurred or paid under this Service Contract.

Coverage afforded under this Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.

**ILLINOIS** This Service Contract covers failures due to normal wear and tear in accordance with the terms, conditions and limitations of the Service Contract.

**Cancellation:** If You elect to cancel this Service Contract, the service contract provider may retain a cancellation fee not to exceed the lesser of 10% of the service contract price or \$50.00.

**INDIANA** Your proof of payment to the issuing dealer for this Service Contract shall be considered proof of payment to the insurance company, which guarantees Our obligation to You, providing such insurance was in effect at the time You purchased this Service Contract.

This Service Contract is not subject to Indiana Insurance law. If the Obligor fails to perform or make payment due within 60 days after the contract holder requests, the contract holder is entitled to apply directly to Wesco Insurance Company (a member of AmTrust Group) 59 Maiden Lane, 43rd Floor, New York, NY 10038 for any applicable refund due under the contract.

**Pre-existing damage is not covered under this Service Contract.**

**IOWA** This Service Contract may be subject to provisions of the Iowa Consumer Credit Code, Chapter 537 and is subject to rules administered by the Iowa Insurance Division at 515-281-5705. Written inquiries or complaints should be mailed to the following address: 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000. If You make a direct claim against the insurance company, include a copy of this Service Contract and Your paid repair order.

We will not repair Your vehicle with used parts, unless We receive prior written authorization from You, or rebuilt parts, unless the parts are rebuilt according to national standards.

**Cancellation:** The following sentence shall be added: A 10% penalty will be added each month to any refund that is not paid within 30 days of the return of the Service Contract and signed cancellation request to us. If You cancel this Service Contract, We will mail written notice of termination to You within fifteen (15) days of termination. If We fail to refund any part of the cost of the Service Contract upon cancellation within sixty (60) days of cancellation, You may request payment directly from Wesco Insurance Company (a member of AmTrust Group) 50 Maiden Lane, 43rd Floor, New York, NY 10038. Additionally section 8C. is amended to read as follows: How Refunds Will Be Calculated and Paid. If this Service Contract is cancelled within 30 days of the Purchase Date, if delivered in person, or date of mailing if mailed, You will receive a full refund of the Purchase Price, less any claims paid. If this Service Contract is cancelled after 30 days, You will receive a pro-rata refund of the Purchase Price, based on the number of unused months, less claims paid and a \$50.00 cancellation fee. No cancellation fee will be assessed for cancellation by the Obligor. All refunds will be paid by the selling store identified on the first page of this contract. A penalty of 10% per month will be added to any refund owed that is not paid within 45 days of cancellation. The cancellation fee will be the lesser of \$50.00 or 10% of the contract Purchase Price.

**LOUISIANA Right to Cancel:** This Service Contract is cancelable by the Purchaser at any time. If canceled within thirty (30) days of the Purchase Date, Purchaser will receive a full refund of the Purchase Price. After thirty (30) days, owner will receive a pro-rata refund of the Purchase Price, based on the number of unused months, less a \$50 service fee. Purchaser may cancel by notifying Administrator at the address set forth on the Registration Page.

This Service Contract is not regulated by the Department of Insurance and any concerns or complaints regarding this contract may be directed to the attorney general.

**MAINE** Section 8 Cancellations & Refunds, A. and B. are stricken in their entirety and replaced with the following: This Service Contract Is cancellable by the owner at any time. If cancelled within thirty (30) days of the Purchase Date, and no claims have been made, owner will receive a full refund of the Purchase Price and sales tax. After thirty (30) days or if a claim has been made, owner will receive a pro-rata refund of the Purchase Price, based on the number of unused days, less any claims paid and a \$50.00 service fee, not to exceed 10% of the provider fee. Owner may cancel by notifying Administrator at P.O Box 58, Salt Lake City, UT 84110, 800-453-8470.

**Pre-existing damage is not covered under this Service Contract.**

If the Obligor fails to perform or make payment due within 60 days after the contract holder requests, the contract holder may request performance directly from Wesco Insurance Company (a member of AmTrust Group) 50 Maiden Lane, 43rd Floor, New York, NY 10038, including any claim for the return of the unearned portion of the provider fee.

**MARYLAND Cancellation:** The following sentence(s) is added: "If this Service Contract is originally delivered to You by mail, You may cancel this Service Contract within 20 days after the date of receipt, if the Service Contract was mailed to You and receive a full refund of the Service Contract price provided no claim has been made under the Service Contract. If a full refund is due to You under this Service Contract, a 10% penalty per month will be added to the refund if it is not made within 45 days of return of the Service Contract to Us."

**The \$50.00 service fee does not apply to Maryland residents. There is no fee for cancellation of this contract.**

**Right to Transfer:** The \$40.00 administrative fee does not apply to Maryland residents. There is no fee to transfer this contract.

**General Information:** The following is added: "A covered service shall include providing a refund."

This service contract is extended automatically when We fail to perform the services under the service contract. This service contract will not terminate until the services are provided in accordance with the terms of the service contract.

**MASSACHUSETTS** NOTICE TO CUSTOMER: PURCHASE OF THIS SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE YOUR VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS SERVICE CONTRACT.

**Cancellation:** The Administrator of this Service Contract may cancel this Service Contract for material misrepresentation or non-payment of the Administrator fee, with written notice to the Service Contract Holder's last known address with at least five (5) days notice of such cancellation. Mailed notice shall state the effective cancellation date and the reason for cancellation. The Service Contract Holder will be refunded a pro-rated amount of the amount paid for the Service Contract, without any deduction.

**MICHIGAN** If the performance of this Service Contract is interrupted because of a strike or work stoppage at Our place of business, the effective period of this Service Contract shall be extended for the period of the strike or work stoppage.

**MINNESOTA Cancellation:** A ten percent penalty per month shall be added to a refund that is not paid or credited within forty-five days after return of the Service

Contract to Us. The Administrator of this Service Contract may cancel this Service Contract for material misrepresentation or non-payment of the Administrator fee, with written notice to the Service Contract Holder's last known address with at least fifteen (15) days notice of such cancellation; five (5) days notice if the reason for cancellation is nonpayment of the Administrator fee or material misrepresentation related to the Vehicle, or extensive breach of duties by the Service Contract Holder related to the Vehicle. Mailed notice shall state the effective cancellation date and the reason for cancellation.

Section 325F.622 of the Minnesota Statute requires the Selling Dealer to provide You with an express warranty of a specified duration in connection with the sale of any used car. The terms of the express warranty are contained in the used car buyer's guide or limited warranty document furnished to You by the Selling Dealer. Any loss covered under the Selling Dealer's express warranty furnished pursuant to Section 325F.622 is excluded from coverage under this Service Contract during the term of the express warranty unless the Selling Dealer becomes unable to meet its obligations, provided such loss is otherwise covered by this Service Contract.

**MISSISSIPPI** Section 8.C. is amended as follows: C. If cancellation is after 30 days from the Service Contract Date of Sale or if a claim has been made, the Obligor will provide a refund of 100% of the unearned pro-rata Purchase Price based on the number of the days remaining on the Service Contract term, less any claims paid, and a cancellation fee of the lesser of the \$50 or the 10% of the Purchase Price. E. We may only cancel this Service Contract for nonpayment of provider fee, substantial breach of duties, or material misrepresentation. If the Obligor initiates the cancellation, no cancellation fee will apply. F. The Obligor may cancel this Service Contract by mailing written notice of cancellations to Vehicle Owner at the last known address in the Obligor's records at least 30 days before cancellations, ten (10) days of cancelled for nonpayment. The cancellation will state the effective date and reason for cancellation.

**MISSOURI** The following statement is added: If You experience damage to Your Vehicle, You must use all reasonable means to protect Your Vehicle from further damage and notify the Administrator as soon as possible. Section 8.B. is deleted in its entirety and replaced with the following: If You cancel this Service Contract within thirty (30) days of the Service Contract Purchase Date, and no claims have been paid, this Service Contract will be void and You will receive a refund or credit to Your account 100% of the Purchase Price paid. This right to cancel applies only to the original Service Contract Purchaser. If this Contract is canceled within the first thirty (30) days and a claim has been filed, We will refund You the entire Purchase Price of the Contract less claims paid and an administrative fee of \$50.00.

A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the Administrator. We will mail You written notice of Our receipt and resulting cancellation of Your Service Contract within forty-five (45) days of the date of cancellation. If You cancel this Contract after thirty (30) days, You will receive 100% of the unearned pro rata Purchase Price paid, less any claims paid and a \$50.00 administrative fee. Cancellation by You will become effective as of the date the written notice of Your cancellation is received by Us.

**NEVADA Cancellation:** The following sentence(s) is added: "If this Service Contract is originally delivered to You by mail, You may cancel this Service Contract within 20 days after the date the Service Contract was mailed to You and receive a full refund of the Service Contract price, provided no claim has been made under the Service Contract. If a full refund is due to You under this Service Contract, a 10% penalty per month will be added to the refund if it is not made within 45 days of return of the Service Contract to Us." If You cancel this Service Contract after thirty (30) days or if there have been claims made, You will receive a pro-rata refund of the Purchase Price paid, less a \$25 cancellation fee. If We cancel, You will receive a pro-rata refund of the Purchase Price paid, based on the number of days remaining on the Service Contract term and You will not be charged the cancellation fee. No deduction for a claim incurred or paid under this Service Contract will be made from any refund.; "No Service Contract that has been in effect for at least 70 days may be canceled by the Administrator before the expiration of the agreed term or 1 year after the effective date of the Service Contract, whichever occurs first, except on any of the following grounds: (a) Failure by the Service Contract Holder to pay an amount when due; (b) Conviction of the Service Contract Holder of a crime which results in an increase in the service required under the Service Contract; (c) Discovery of false or misrepresented material by the Service Contract Holder in obtaining this Service Contract, or in presenting a claim for the service thereunder; (d) Discovery of: (1) an act or omission by the Service Contract Holder; or (2) a violation by the Service Contract Holder of any condition of the Service Contract after the effective date of the Service Contract and which substantially and materially increases the service required under the Service Contract, (3) A material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Contract was issued or sold. Cancellation of this Service Contract may not become effective until at least 15 days after a notice of cancellation is mailed to the Service Contract Holder."

Benefits under this Service Contract are not renewable.

**Pre-existing damage is covered under this Service Contract.**

If you are not satisfied with the manner in which We handle a claim on this Service Contract, You may contact the Commissioner by use of the toll-free number of the Division, (888) 872-3234.

**NEW HAMPSHIRE** If You do not receive satisfaction under this contract, You may contact the New Hampshire insurance department at the following address: New Hampshire Insurance Department, 21 Fruit Street, Suite 14, Concord, New Hampshire 03301, (603) 271-2261.

**Cancellation:** No deduction for a claim incurred or paid under this Service Contract will be made from any cancellation refund. Cancellation fee may not exceed the lesser of \$50 or 10% of the contract price.

**NEW JERSEY Pre-existing damage is not covered under this Service Contract.**

**NEW MEXICO Cancellation:** The following sentence(s) is added: "If this Service Contract is originally delivered to You by mail, You may cancel this Service Contract within 20 days after the date the Service Contract was mailed to You and receive a full refund of the Service Contract price, provided no claim has been made under the Service Contract. If a full refund is due to You under this Service Contract, a 10% penalty of the purchase price must be added to the refund for each 30-day period or portion thereof that the refund remains unpaid if it is not made within 60 days of return of the Service Contract to Us."; "No Service Contract that has been in effect for at least 70 days may be canceled by the Administrator before the expiration of the agreed term or 1 year after the effective date of the Service Contract, whichever occurs first, except on any of the following grounds: (a) Failure by the Service Contract Holder to pay an amount when due; (b) Conviction of the Service Contract Holder of a crime which results in an increase in the service required under the Service Contract; (c) Discovery of false or misrepresented material by the Service Contract Holder in obtaining this Service Contract, or in presenting a claim for the service thereunder; (d) Discovery of the following (if occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract): (1) an act or omission by the Service Contract Holder; or (2) a violation by the Service Contract Holder of any condition of the Service Contract. Cancellation of this Service Contract may not become effective until at least 15 days after a notice of cancellation is mailed to the Service Contract Holder."

In the instance of contract holder cancellation, cancellation fee may not exceed the lesser of \$50 or 10% of the purchase price.

This Plan is insured by Wesco Insurance Company (a member of AmTrust Group). If the Plan provider fails to pay You or otherwise provide You with the covered service within 60 days of your submission of a valid claim, You may submit your claim to Wesco Insurance Company (a member of AmTrust Group) at 866-505-4048, 59 Maiden Lane, 43rd Floor, New York, NY 10038. If you have any concerns regarding the handling of your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674.

**Pre-existing damage is not covered under this Service Contract.**

**NEW YORK** If We cancel this Service Contract, We shall mail a written notice to You at the last known address contained in Our records at least fifteen days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use. If You cancel this Service Contract within the first 30 days and no claim has been made under the Service Contract, the Service Contract shall be void and We will refund the full Purchase Price of the Service Contract.

A ten percent penalty per month shall be added to a refund that is not made within 30 days of return of the Service Contract.

**Pre-existing damage is not covered under this Service Contract.**

**NORTH CAROLINA** The Service Contract Holder may cancel this Service Contract at any time after purchase and receive a pro rata refund less any claims paid on the Service Contract and a reasonable administrative fee, not to exceed ten percent (10%) of the amount of the pro rata refund.

Section 8. A., B., and C. are stricken in their entirety and replaced with the following: You may cancel this contract at any time for any reason. You may cancel by notifying Obligor in writing and sending to P.O. Box 58, Salt Lake City, UT 84110. If You cancel this contract within the first 30 days from purchase and no claim has been made, You will receive a full refund of the Purchase Price. If You cancel after a claim has been made or after 30 days from purchase, You will receive a refund of the Purchase Price, less claims paid. If a claim has been made within the first 30 days, You may cancel this Service Contract for a pro-rata refund of the Purchase Price, based on the number of the unused days with no administrative service charge. After thirty 30 days, You will receive a pro-rata refund of the Purchase Price, based on the number of unused days, less an administrative service charge of the lesser of \$50 or 10% of the contract Purchase Price."

Section 8. E. is stricken in its entirety and replaced with the following: Obligor may only cancel this Service Contract for non-payment, material misrepresentation, or fraud. If Obligor cancels within 30 days of the Purchase Date, You will receive a full refund of the Purchase Price, with no cancellation fee applied. If Obligor cancels after 30 days, You will receive a pro-rata refund of the Purchase Price, based on the number of unused days, with no cancellation fee applied. If the contract is cancelled by the Obligor you will be mailed notice of cancellation at least 15 days prior to the effective date of the cancellation stating the effective date of and reason for the cancellation."

**OHIO** This Service Contract is not insurance and not subject to insurance laws of this state. This Service Contract may provide a duplication of coverage already provided by Your automobile physical damage insurance policy.

**OKLAHOMA** This Service Contract is not issued by the manufacturer or wholesale company marketing the product. This Service Contract will not be honored by such manufacturer or wholesale company. Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. All refunds payable to You under this Service Contract in the event You cancel this Service Contract shall be payable to You and any Lienholder as Your respective interests may appear.

This contract is issued under the license number #44201653.

**Cancellation:** If Your Vehicle has been repossessed, declared a total loss or You give notice of cancellation, this Service Contract will terminate. You may cancel this Service Contract at any time by notifying the Selling Dealer or Administrator in writing of Your intent to cancel. You must also send the Selling Dealer or Administrator this Service Contract a notarized statement indicating the actual mileage (odometer reading) of Your Vehicle at the date of the request. If this Service Contract is canceled within the first thirty (30) days, You will receive a full refund. If this Service Contract is canceled after the first thirty (30) days or a claim has been paid within the first 30 days, Your refund shall be based upon one hundred percent (100%) of the unearned pro rata premium less the actual cost of any service provided under this Service Contract. We shall retain ten percent (10%) of the unearned pro rata premium or fifty dollars (\$50), whichever is less. If there is no Lienholder, the refund will be paid to You. If there is a Lienholder the refund will be paid to the Lienholder.; The Administrator of this Service Contract may cancel this Service Contract with written notice to the Service Contract Holder's last known address with at least 15 days notice of such cancellation. Mailed notice shall state the effective cancellation date and the reason for cancellation. The Administrator of this Service Contract may cancel this Service Contract for material misrepresentation or non-payment of the Administrator fee. If the Administrator of this Service Contract cancels this Service Contract, one hundred percent (100%) of the unearned pro-rata premium will be refunded less the actual cost of any service provided under this Service Contract.; NOTE: Transferred Service Contracts are not eligible for cancellation refunds. This Service Contract is non-renewable.

**SOUTH CAROLINA** This Service Contract is subject to the rules administered by the South Carolina Department of Insurance. In the event of a dispute with the Administrator of this Service Contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000. Columbia, South Carolina 29201 or (800) 768-3467.

**Cancellation:** If this Service Contract is originally delivered to You by mail, You may cancel this Service Contract within twenty (20) days after the date the Service Contract was mailed to You and receive a full refund of the Service Contract price provided no claim has been made under the Service Contract. If a full refund is due to You under this Service Contract, a 10% penalty per month will be added to the refund if it is not made within forty-five (45) days of return of the Service Contract to Us. The Administrator of this Service Contract may cancel this Service Contract for material misrepresentation or non-payment of the Administrator fee, with written notice to the Service Contract Holder's last known address with at least fifteen (15) days notice of such cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Administrator fee, material misrepresentation related to the Vehicle, or extensive breach of duties by the Service Contract Holder relating to the Vehicle. Mailed notice shall state the effective cancellation date and the reason for cancellation."

**TEXAS** All unresolved complaints concerning Us or questions concerning the regulation of Service Contract administrators may be addressed to the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, TX 78711, Tel. (800) 803-9202.

Pursuant to Section 1304.158, You may request reimbursement directly from the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Contract is returned to the Administrator.

**Cancellation:** If this Service Contract is originally delivered to You by mail, You may cancel this Service Contract within twenty (20) days after the date the Service Contract was mailed to You and receive a full refund of the Service Contract price provided no claim has been made under the Service Contract. If a full refund is due to You under this Service Contract, a 10% penalty per month will be added to the refund if it is not made before the 46th day after the date the Service Contract is returned to Us

Obligor Texas Service Contract Provider's license number is #703.

**Pre-existing damage is not covered under this Service Contract.**

**UTAH** IN UTAH, THIS SERVICE CONTRACT DOES NOT APPLY TO WEATHER RELATED DENTS, INCLUDING, BUT NOT LIMITED TO, DENTS CAUSED BY HAIL DAMAGE.

No deductible is required for service under this Service Contract. **Pre-existing damage is not covered.**

This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

The Service Contract Purchase Price is payable, in full, at the time of purchase.

Coverage afforded under this Service Contract is not guaranteed by the Utah Property and Casualty Guaranty Association.

Due to the nature of PDR Repair, the use of non-manufacturers' parts is not necessary, thus prohibited under this Service Contract.

**Claim Procedure: Paragraph 6.C is replaced by the following:** For emergency repairs completed outside of normal business hours, contact/inform the Administrator by calling 800-453-8470 within five (5) business days of emergency repair. In addition, follow the instructions listed in the Claim Procedure section.

Paragraph 6.D is added: Pursuant to Utah Code 31A-21-312, the failure to give notice or file any proof of loss required by the Service Contract within the time specified in the Service Contract does not invalidate a claim made by the Purchaser, if the Purchaser holder shows that it was not reasonably possible to give notice or file the proof of loss within the prescribed time and that notice was given or proof of loss was filed as soon as reasonably possible.

**Cancellation: Paragraph 8.E is replaced by the following:** The Administrator of this Service Contract may cancel this Service Contract for material misrepresentation or non-payment of the Administrator fee, with written notice to the Service Contract Holder's last known address with at least ten (10) days notice of such cancellation. Mailed notice shall state the effective cancellation date and the reason for cancellation. The Service Contract Holder will be refunded a pro-rated amount of the amount paid for the Service Contract, without any deduction. Cancellation of this Service Contract may not become effective until at least (10) days after a notice of cancellation is mailed to the Service Contract Holder for a reason of non-payment and may not become effective until at least (30) days after

cancellation is mailed to Service Contract Holder for reasons other than non-payment.

**General Information is replaced by the following:** SISKIN ENTERPRISES, INC IS THE OBLIGOR/PROVIDER OF THIS PROTECTION SERVICE CONTRACT. TERMS AND CONDITIONS ARE AS STATED AND CANNOT BE ALTERED. THIS IS S SERVICE CONTRACT AND IS NOT INSURANCE. If the Service Contract Provider fails to pay or provide service on any claim within 60 days after proof of loss has been filed, 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 Service Contract.

**VIRGINIA** If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**WISCONSIN THIS SERVICE CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

There is no deductible required for service under this Service Contract.

Any reference to obtaining "PRIOR AUTHORIZATION" is amended as follows: Prior to any repair being made, instruct the repair facility to contact the Administrator to obtain authorization for the claim. Failure to obtain authorization prior to having repairs made will not invalidate or reduce a claim unless the Administrator is prejudiced by the Service Contract Holder's failure to obtain authorization.

**Cancellation:** If You have made no claim under this Service Contract prior to its return to Us. You may void this Service Contract by returning it to Us within 20 days of the date the Service Contract was mailed to You, or within 10 days of delivery of the Service Contract if it was delivered to You at the time of sale. If You void this Service Contract timely in accordance with this provision and have made no claim under the Service Contract prior to its return to Us, the Service Contract is void and We shall refund to You, or credit to Your account, the full Purchase Price of the Service Contract including the surcharge. The right to void this Service Contract under this paragraph is not transferable and shall apply only to You, the original Service Contract purchaser.

If You did not void this Service Contract or You made a claim under this Service Contract within 20 days of the date the Service contract was mailed to You, or within 10 days of delivery of the Service Contract if it was delivered to You at the time of sale such period, You may cancel the Service Contract and We shall refund to You 100 percent of the unearned pro rata provider fee and unearned surcharge if applicable, less an administrative cancellation fee of \$50 or 10% of the contract cost, whichever is less.

If We do not pay or credit a refund to You within 45 days after the return of a Service Contract to Us, We shall pay a 10 percent per month penalty of the refund amount outstanding by adding this amount to the refund.

**Disclaimer:** Obligations of the Service Contract Provider under this Service Contract are insured under a reimbursement policy. If We do not provide, or reimburse or pay for, a covered service before the 60th day after proof of loss is provided, or if We become insolvent or otherwise financially impaired, 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 Service Contract.

**WYOMING Cancellation:** If this Service Contract is originally delivered to You by mail or at the time of sale, You may cancel this Service Contract within twenty (20) days after the date the Service Contract was mailed to You and receive a full refund of the Service Contract price provided no claim has been made under the Service Contract. If any refund is due to You under this Service Contract, a 10% penalty per month will be added to the refund if it is not made within forty-five (45) days of return of the Service Contract to Us. If the Administrator of this Service Contract cancels this Service Contract for anything other than material misrepresentation, or non-payment of the Administrator fee, the Administrator shall send written notice of cancellation to the Service Contract Holder's last known address at least ten (10) days prior to such cancellation stating the effective cancellation date and the reason for cancellation.

**Pre-existing damage is not covered under this Service Contract.**