

PDRE

PAINTLESS DENT REPAIR SERVICE CONTRACT

VEHICLE OWNER INFORMATION
NAME
ADDRESS CITY / STATE / ZIP
HOME / WORK / CELL PHONE
EMAIL
SELLING DEALER INFORMATION
NAME
ADDRESS
DEALER AUTHORIZED NAME AND SIGNATURE
VEHICLE INFORMATION
YEAR / MAKE / MODEL
CURRENT ODOMETER
VEHICLE IDENTIFICATION NUMBER
PAINTLESS DENT REPAIR PURCHASE PRICE \$
PURCHASE DATE
LIENHOLDER INFORMATION
LIENHOLDER NAME
ADDRESS
the Paintless Dent Repair process. Administrator assumes no liability for the failure of the dealer to submit this Service Contract on behalf of the vehicle owner. To verify that the Service Contract has been submitted and accepted, vehicle owner may contact Administrator at the telephone number and mailing address listed below or at www.permaplate.com. Purchase of this Agreement is not required in order to purchase, or obtain financing for a motor vehicle
TERM SELECTION
PermaPlate Paintless Dent Repair Service Contract Coverage
1 Year 2 Years 3 Years 4 Years 5 Years
This Service Contract may cover new or used vehicles; however, the vehicle must be free from any pre-existing damage.
IF NO TERM BOX IS CHECKED, MAXIMUM TERM WILL APPLY
VEHICLE OWNER SIGNATURE
(acknowledging receipt of this Service Contract)

PERMAPLATE PAINTLESS DENT REPAIR SERVICE CONTRACT

Definitions: "Administrator", the manufacturer of PermaPlate products, shall mean Siskin Enterprises, Inc. "**Service Contract"** means this agreement. "**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. Trained technicians are able to use special tools and equipment to remove such dents and dings without harming the vehicle's original factory finish.

Service Contract: Administrator shall cause dents and dings sustained by owner's vehicle to be promptly and professionally removed by trained technicians. Covered dents and dings include 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. Most small common dents can be removed using

the PDR process. This coverage is effective for the duration of the Service Contract as per the term selected on the reverse side of this Service Contract. There is no limit on the number of PDR repairs that can be received as long as the terms and conditions of this Service Contract are met. This Service Contract does not apply to damage existing prior to the Purchase Date described on the reverse side or to collision damage, very deep dents or to dents where the painted surface has been broken or otherwise damaged. In the case of small dents caused by hail, this Service Contract applies up to the amount of the deductible applicable to hail under the owner's auto insurance policy, but, in any case, not to exceed \$1,000.00. This Service Contract is subject to all of the terms and conditions as set forth on both sides of this document.

Overlapping Coverage: Hail damage coverage is limited to \$1,000 for the life of this Service Contract. Owner's automobile insurance coverage shall be deemed primary for purposes of all hail damage repair. Owner may not receive duplication of coverage from Administrator and from owner's regular automobile insurance policy. In the case of hail damage, owner must provide Administrator with a copy of his or her in-force comprehensive property damage insurance policy that provides coverage for hail. If owner does not carry other coverage for hail damage, Administrator shall provide coverage hereunder up to the lifetime limit for hail damage as described above. Traditional body shop type repair work or painting is not covered under this Service Contract.

Right to Transfer: The vehicle owner shall have the right to transfer this Service Contract to the next owner of this vehicle free of charge. To complete such transfer, Administrator must be notified of the change in ownership within thirty (30) days from the date of transfer to such first subsequent owner. Owner may also transfer this Service Contract to a different vehicle acquired by owner for the remaining term hereof provided a \$40.00 administrative fee is paid. Owner must complete and submit the necessary Request to Transfer form (available from the Administrator at the address indicated at the bottom of this page) together with the administrative fee.

Right to Cancel: This Service Contract is cancelable by the owner at any time provided there are no claims made. If canceled within thirty (30) days of the Purchase Date, owner 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 \$50.00 service fee. Owner may cancel by notifying Administrator at the address set forth at the bottom of this page.

Limitations of Coverage: This Service Contract does not apply to damage occurring outside of the United States, Canada, and Puerto Rico or to the following: (a) large dents, from hail damage or otherwise, which are professionally determined to be non-repairable using the PDR process; (b) dents or dings that are caused, in whole or in part, by environmental conditions or events, including rust, corrosion or chemicals; (c) damage to the interior or undercarriage of the vehicle; (d) scratches, chips, cracks or other similar damage to the painted exterior; (e) dents or dings requiring the use of putty, sanding, bonding primer, or paint; (f) damage to the vehicle's chrome, glass, plastic, or other non-metal or other unpainted areas; (g) dents or dings located on or near creases or in other areas that may result in body damage if the PDR process is utilized; (h) 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. This Service Contract does not cover (i) damage to the factory's original finishes if such have been altered or modified after leaving the factory, (ii) damage which a professional dent removal technician reasonably determines can not be fully repaired using the PDR process, (iii) 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, and (iv) dents or dings that were on the vehicle at the time this Service Contract was purchased.

Repair Obligations: If covered damage has occurred, Administrator will pay only for the repair of the damaged portion of the vehicle. Administrator reserves the right to inspect for liability or may request estimates for repair and/or photographs of the damage to determine the validity of the claim. Administrator has sole discretion in determining and implementing repair procedures. Such repairs will be performed with reasonable promptness and with quality workmanship. Administrator has no obligation to reimburse owner for transportation or inconvenience costs during time of repair. As stated above, there is no limit on the number of PDR repairs that can be received as long as, in each case, the terms and conditions of this Service Contract are met.

Claim Procedure: To be valid, a claim must be filed during the selected term of this Service Contract and may only be paid on a properly registered and, if applicable, properly transferred Service Contract. To file a claim, contact Administrator at the telephone number, address or web site listed below. ANY REPAIR UNDERTAKEN WITHOUT EXPRESS, WRITTEN AUTHORIZATION FROM ADMINISTRATOR WILL NOT BE ELIGIBLE FOR REIMBURSEMENT. The selling dealer is not a party to this Service Contract and should not be contacted should you have a claim hereunder.

Disclaimer: SISKIN ENTERPRISES, INC. Is the Obligor under this Service Contract. TERMS AND CONDITIONS ARE AS STATED ABOVE AND CANNOT BE ALTERED. This Service Contract specifically excludes Siskin Enterprises, Inc. from liability for incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exception may not apply to you. No express rights are given under this Service Contract except for those specifically described herein. This Service Contract gives you specific legal rights and you may also have other rights which vary from state to state. Due to the nature of the PDR process, Administrator does not guarantee that performance of the PDR process will work in every case. Obligations of the Service Contract Obligor under this Service Contract are insured under a reimbursement policy. If covered service is not provided by such Obligor before the 60th day from date of valid claim initiation, vehicle owner 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.

Not Insurance: This Service Contract is not an insurance policy. It is an agreement between the vehicle owner and Siskin Enterprises, Inc. for certain covered dent and ding type repairs that can be achieved through the PDR process. Owner should obtain its own casualty and personal property insurance for owner's vehicle.

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.

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

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.

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

CALIFORNIA

If You are not satisfied with the insurance company's response, you may contact the California Department of insurance at 1-800-927-4357. [VSC License#]

This Service Contract does not apply to damage existing prior to the Purchase Date.

CONNECTICUT

Dispute Resolution: If You do not agree with Us on the amount of loss, You may pursue arbitration to settle the disagreement Contract. To request arbitration, mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, and a copy of the Service Contract.

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 inhome service. The costs of transporting the Vehicle will not be paid for by the Administrator.

GEORGIA

Cancellation: Cancellation shall be in accordance with O.C.G.A. 33-24-44. No cancellation fee will be charged and claims paid will not be deducted from any refund. The contract holder may cancel at any time and the unearned consideration will be refunded on a pro-rata basis. We may only cancel this Service Contract for fraud or material misrepresentation or for non-payment. Notice of cancellation will be ten (10) days for non-payment and thirty one (31) days for other reasons.

IDAHO

Cancellation: You will be refunded on a pro-rata basis 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.

IOWA

This Service Contract 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: 330 E. Maple Street, Des Moines, IA 50319. If You make a direct claim against the insurance company, include a copy of this Service Contract and Your paid repair order.

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.

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 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.

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 breech 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.

<u>MISSOUR</u>

Cancellation: You will be refunded on a pro-rata basis with no deduction for a claim incurred or paid under this Service Contract. 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 or within ten (10) days if the Service Contract is delivered at the time of sale 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 thirty (30) days of return of the Service Contract to Us. A written notice will be mailed to the Service Contract Holder within fifteen days of the date of cancellation by the Service Contract Holder.

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 \$50 service charge. If We cancel, You will receive a pro-rata refund of the purchase price paid, and You will not be charged the service charge. 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, (5) 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.

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.

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 per month will be added to the refund 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."

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.

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.

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.

UTAH

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.

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.

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 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.

WISCONSIN

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

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: You may cancel this Service Contract within fifteen (15) days after the date the Service Contract was delivered to You and receive a full refund of the Service Contract price, less actual costs or charges needed to issue and service this Service Contract. If the Administrator receives Your request after the first fifteen (15) days the Service Contract was delivered to You, then You will receive a pro rata refund determined to by the following: divide the number of covered days remaining on the Service Contract by the original number of days, then multiply the quotient by the amount You paid for 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.