



# Dent Wizard International Corporation Ding Shield Drive Service Plan Agreement

### SERVICE PLAN HOLDER ("You" and "Your") INFORMATION

Service Plan Holder \_\_\_\_\_  
Address \_\_\_\_\_ Apt \_\_\_\_\_  
City \_\_\_\_\_ State \* \_\_\_\_\_ Zip \_\_\_\_\_  
Phone Work (\_\_\_\_\_) \_\_\_\_\_  
Phone Home (\_\_\_\_\_) \_\_\_\_\_  
Email \_\_\_\_\_

### DEALER/SELLER INFORMATION

Dealer/Seller \_\_\_\_\_  
Dealer/Seller# \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone (\_\_\_\_\_) \_\_\_\_\_  
Email \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Signed \_\_\_\_\_

### VEHICLE INFORMATION ("Covered Vehicle")

New  Pre-Owned\*  Leased  
VIN \_\_\_\_\_  
Year \_\_\_\_\_ Mileage \_\_\_\_\_  
Make \_\_\_\_\_  
Model \_\_\_\_\_

\*Applies only to vehicles which have been inspected and reconditioned prior to sale and authorized by a Dent Wizard representative to be free of any pre-existing damage at time of sale.

### LENDING INSTITUTION

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone (\_\_\_\_\_) \_\_\_\_\_

### DING SHIELD DRIVE SERVICE PLAN INFORMATION\*

\*Not available for sale in the state of Kansas

Term (Enter Months) [\_\_\_\_\_] (DSD)

PURCHASE PRICE \$ \_\_\_\_\_ Full amount due at time of sale Customer Initials [\_\_\_\_\_]

Initial Here

**Washington Residents Only:** By initialing this box, **You**, the service plan holder, acknowledge that **You** have reviewed the Service Plan Terms and Conditions section of the **Service Plan Registration Form** and the Washington section of the **State Changes and Disclosures Addendum**. **Your** initials further indicate that **You** understand these sections disclose the following: any material conditions that **You** must comply with to maintain coverage under this **Agreement**; the work and parts covered by this **Agreement**; any coverage exclusions; the length of the service plan coverage period for this **Agreement**; the implied warranty of merchantability; and **Your** right to return this **Agreement**.

**You** are not required to enter into this **Agreement** in order to purchase, lease, or obtain financing for the Vehicle. This **Agreement** contains two documents: this **Registration Form** and the **State Changes and Disclosures Addendum**. The **State Changes and Disclosures Addendum** must be affixed to this **Registration Form** in order to complete this **Agreement**. **You** should read this **Agreement** carefully. It contains the entire agreement between **You** and **Us**. It takes precedence over any other written or oral statement made to **You** with respect to this **Agreement**. Any modifications, alterations, or changes to the preprinted terms and conditions of this **Agreement** are invalid and of no force or effect.

By **Your** signature below, **You** hereby acknowledge receipt of this **Registration Form** and the **State Changes and Disclosures Addendum**, and that **You** have been given the opportunity to read this **Agreement** in its entirety.

Service Plan Holder Signature Line \_\_\_\_\_ Purchase Date \_\_\_\_\_

#### FOR THE STATE OF FLORIDA:

**Plan Obligor/Provider**  
GAI Warranty Company of Florida  
("We, Us, and Our")  
License #60112  
301 East Fourth St., 25th Floor  
Cincinnati, OH 45202

**Plan Administrator (Administrator)**  
GAI Warranty Company of Florida  
License #60112  
P.O. Box 92246, Cleveland OH 44193  
(888) 404-2690

#### FOR THE STATE OF WISCONSIN:

**Plan Obligor/ Provider**  
GAI Warranty Company  
("We, Us, and Our")  
301 East Fourth St., 25th Floor  
Cincinnati, OH 45202

**Plan Administrator (Administrator)**  
GAI Warranty Company  
301 East Fourth St., 25th Floor  
Cincinnati, OH 45202  
(888) 404-2690

#### FOR THE STATE OF OKLAHOMA:

**Plan Obligor/ Provider**  
GAI Warranty Company of Florida  
("We, Us, and Our")  
License #60112  
301 East Fourth St., 25th Floor  
Cincinnati, OH 45202

**Plan Administrator (Administrator)**  
Dent Wizard International  
4710 Earth City Expressway  
St. Louis, MO 63044  
dingshieladmin@dentwizard.com  
(800) 458-7072

#### FOR ALL OTHER STATES:

**Plan Obligor/Provider**  
GAI Warranty Company  
("We, Us, and Our")  
301 East Fourth St., 25th Floor  
Cincinnati, OH 45202

**Plan Administrator (Administrator)**  
Dent Wizard International  
4710 Earth City Expressway, St. Louis,  
MO 63044  
dingshieladmin@dentwizard.com  
(800) 458-7072

REVIEW THE **STATE CHANGES AND DISCLOSURES ADDENDUM** FOR ANY SPECIAL RIGHTS, PRIVILEGES, EXCLUSIONS, LIMITATIONS AND CONDITIONS THAT GOVERN THIS **AGREEMENT** IN **YOUR** STATE.

## DING SHIELD DRIVE SERVICE PLAN TERMS AND CONDITIONS

### I. Ding Shield Drive Service Plan

The **Plan** includes the following coverages:

- A) **Paintless Dent Repair** (“PDR”): provides coverage for unlimited removal of certain qualified dings, dents, and creases from the **Covered Vehicle** using Dent Wizard’s PDR repair process. Each PDR repair covers the removal of any qualified dings, dents, and creases that do not exceed 3.25” x 2” (approximately the size of a traditional credit card) within an area located on a single panel of the **Covered Vehicle**.
- B) **Hail Deductible Reimbursement**<sup>1</sup>: provides coverage for hail or acorn damage that can be completely repaired using only the PDR process provided by Dent Wizard’s repair network. **Your** coverage is limited to \$500 or the amount of **Your** primary automobile insurance policy’s comprehensive deductible, whichever is less. **Your** primary automobile insurance policy’s comprehensive deductible is not applicable to any other coverage available to **You** under this **Agreement**.
- C) **Rental Vehicle Reimbursement**: provides coverage for reimbursement of actual rental vehicle costs for a maximum of one day, not to exceed \$50, while the **Covered Vehicle** is undergoing covered repairs.

<sup>1</sup> Coverage for hail deductible reimbursement is NOT available in all states, and coverage limits for hail deductible reimbursement may vary by state. Please refer to the State Changes and Disclosures Addendum to determine if (1) You are NOT eligible for coverage for hail deductible reimbursement in Your state, and (2) if You are eligible for a different coverage limit for hail deductible reimbursement in Your state.

### II. Limitations

This **Agreement** is limited to private passenger vehicles for personal use.

PDR repairs are limited to steel or aluminum body panels. PDR repairs are subject to accessibility (e.g. an area within <sup>3/4</sup>” of a door edge is not accessible).

This **Agreement** provides repairs through Dent Wizard’s exclusive repair network. Repairs are limited to the cost of reconditioning, rather than replacement. PDR repairs will only be provided if the repair can be made using the Dent Wizard PDR process. Dent Wizard shall have sole discretion in determining if a repair can be made. All repairs must be completed by an authorized Dent Wizard representative.

### III. Exclusions

- A) This **Agreement** does NOT provide coverage for the following: (1) any vehicle with more than three qualified dings, dents or creases on the purchase date of this **Agreement** (2) any damage which occurs after the term of this **Agreement** has expired; (3) any damage caused by neglect, vandalism or fire; (4) any damage resulting from commercial usage; (5) any Consequential Damages; (6) in-home or at-home service; or (7) the cost to transport the **Covered Vehicle** to a repair facility.
- B) **Paintless Dent Removal** (“PDR”) **Repair** does NOT provide coverage for the following: (1) any dings, dents, or creases that have punctured the metal or resulted in visible paint damage; (2) repairs to any area of the **Covered Vehicle** made of composite material (e.g. a bumper); (3) the replacement of any parts; (4) any damage that requires replacement of body panels, or sanding, bonding, or painting.
- C) **Hail Deductible Reimbursement** does NOT provide coverage for hail or acorn damage that cannot be completely repaired using only the Dent Wizard PDR process. Hail or acorn damage that cannot be repaired using the PDR Process which requires traditional body work is not covered under this **Agreement**. **Your** comprehensive automobile insurance policy shall be primary for catastrophic hail or acorn damage repairs and **You** may not receive duplicate coverage from the warranty company for any valid insurance collectible to **You** for repairing hail or acorn damage to the **covered vehicle**. All hail or acorn damage coverage amounts shall be paid only towards **Your** covered repair.

### IV. Transfer

This **Agreement** is limited to the Service Plan Holder and the **Covered Vehicle** listed on page one of this **Registration Form**. The **Agreement** is transferable only one time by the original Service Plan Holder listed on page one of this **Registration Form** to someone to whom they sell the **Covered Vehicle**, provided that an administrative fee is paid. Should the Service Plan Holder wish to transfer the **Agreement**, the Service Plan Holder must submit a completed Certificate of Transfer (available by request from the Plan Administrator at the address listed on page two of this **Registration Form**) along with a \$50.00 administrative fee within 30 days from the date of sale of the **Covered Vehicle**.

REVIEW THE STATE CHANGES AND DISCLOSURES ADDENDUM FOR ANY SPECIAL RIGHTS, PRIVILEGES, EXCLUSIONS, LIMITATIONS AND CONDITIONS THAT GOVERN THIS AGREEMENT IN YOUR STATE.

## DING SHIELD DRIVE SERVICE PLAN TERMS AND CONDITIONS

### V. Cancellation

The Service Plan Holder may cancel this **Agreement** at any time by returning it to the issuing Dealer/Seller or Plan Administrator. In the event of cancellation, the Lending Institution, if any, will be jointly named on a cancellation refund. If there is no Lending Institution, any cancellation refund shall be paid to the Service Plan Holder. If a Service Plan Holder resides in a state with specific laws regarding the cancellation of this **Agreement**, the specific laws of that state will apply as outlined in the **State Changes and Disclosures Addendum**.

### VI. Cancellation Calculation

If the cancellation request is made within the first 60 days following the Purchase Date and no claims have been filed during such period, the Service Plan Holder will be entitled to a full refund. If the request is made after the first 60 days following the Purchase Date or a claim has been filed, the Service Plan Holder will be entitled to a pro-rata refund based on the number of days remaining under the Plan term divided by the Plan term (total number of days of the **Agreement**), less an Administrative Fee and less claims paid under this **Agreement**. The Administrative Fee shall be \$25 or 10% of the Total Purchase Price, whichever is less, unless another fee amount is specified in the **State Changes and Disclosures Addendum**.

### VII. Claims

Prior approval for service is required by this **Agreement**. To report damage and arrange an appointment for repair under this **Agreement**, please contact Dent Wizard's claims center at (800) 458-7072<sup>2</sup> or via email at [dingshieldclaims@dentwizard.com](mailto:dingshieldclaims@dentwizard.com); or you may utilize Dent Wizard's electronic claim feature at <http://dingshield.claims/>. Repair instructions will be given at this time. Repairs are performed at a Dealer/Seller location by an Authorized Dent Wizard representative. Failure to report a claim to Dent Wizard or having the **Covered Vehicle** repaired by anyone other than the Authorized Dent Wizard representative will result in denial of **Your** claim. Damage which can be repaired under this **Agreement** does not affect the working condition of the **Covered Vehicle**, and therefore, no emergency services will be available. No deductible is applicable for any repairs under this **Agreement**.

If **You** are reporting a claim for Hail Deductible Reimbursement, **You** are responsible for coordination of primary insurance claims benefits with **Your** primary insurance carrier and or attaining approval from them for Dent Wizard to repair the **Covered Vehicle**.

<sup>2</sup>*If you are located in the State of Wisconsin or Florida, please contact GAI Warranty Company's claims center at (888) 404-2690 to report damage and arrange an appointment for repair under this Agreement.*

### VIII. General Information

This **Agreement** is effective from the purchase date through the term length **You** selected on page one of this **Registration Form**.

GAI Warranty Company's obligations under this **Agreement** are insured by a policy issued by Great American Insurance Company of New York, a wholly owned subsidiary of Great American Insurance Company, 301 East Fourth Street, Cincinnati, OH 45202.

If a covered claim has not been honored within sixty (60) days after the Service Plan Holder's request has been filed, the Service Plan Holder may file a claim request for services directly with the Insurance Company. Please call 877-429-3826 for instructions.

REVIEW THE **STATE CHANGES AND DISCLOSURES ADDENDUM** FOR ANY SPECIAL RIGHTS, PRIVILEGES, EXCLUSIONS, LIMITATIONS AND CONDITIONS THAT GOVERN THIS **AGREEMENT** IN **YOUR** STATE.

## STATE CHANGES AND DISCLOSURES ADDENDUM

This **Agreement** contains two documents: the **Registration Form** and this **State Changes and Disclosures Addendum**. The **Registration Form** must be affixed to this **State Changes and Disclosures Addendum** in order to complete this **Agreement**. **You** should read this **Agreement** carefully. It contains the entire **Agreement** between **You** and **Us**. It takes precedence over any other written or oral statement made to **You** with respect to this **Agreement**. Any modifications, alterations, or changes to the preprinted terms and conditions of this **Agreement** are invalid and of no force or effect.

### ALASKA

#### **Section VI. Cancellation Calculation is modified as follows:**

If the cancellation request is made within the first 60 days following the Purchase Date and no claims have been filed during such period, the Service Plan Holder will be entitled to a full refund. If the request is made after the first 60 days following the Purchase Date or a claim has been filed, the Service Plan Holder will be entitled to a pro-rata refund based on the number of days remaining under the Plan term divided by the Plan term (total number of days of the **Agreement**), less an Administrative Fee. The Administrative Fee shall be \$25 or 7% of the Total Purchase Price, whichever is less.

A ten percent (10%) penalty per month will be added to a refund that is not made within forty five (45) days of the day the cancellation was requested.

#### **Section VIII. General Information is modified as follows:**

GAI Warranty Company's obligations under this **Agreement** are insured by a policy issued by Great American Assurance Company, a wholly owned subsidiary of Great American Insurance Company, 301 East Fourth Street, Cincinnati, OH 45202. GAI Warranty Company's license number is 100120283.

If a covered claim has not been honored within thirty (30) days after the Service Plan Holder's request has been filed, the Service Plan Holder may file a claim request for services directly with the Insurance Company. Please call 877-429-3826 for instructions.

Dent Wizard International is the **Plan Administrator** under this **Agreement** and they operate under AK License 100116972.

### ALABAMA

**You are NOT eligible for coverage for Hail Deductible Reimbursement in the State of Alabama.**

**The following is hereby deleted from Section I. Ding Shield Drive Plan:**

- B) Hail Deductible Reimbursement: provides coverage for hail or acorn damage that can be completely repaired using only the PDR process provided by Dent Wizard's repair network. **Your** coverage is limited to \$500 or the amount of **Your** primary automobile insurance policy's comprehensive deductible, whichever is less. **Your** primary automobile insurance policy's comprehensive deductible is not applicable to any other coverage available to **You** under this **Agreement**.

**The following is hereby deleted from Section III. Exclusions:**

- C) Hail Deductible Reimbursement does NOT provide coverage for hail or acorn damage that cannot be completely repaired using only the Dent Wizard PDR process. Hail or acorn damage that cannot be repaired using the PDR Process which requires traditional body work is not covered under this **Agreement**. **Your** comprehensive automobile insurance policy shall be primary for catastrophic hail or acorn damage repairs and **You** may not receive duplicate coverage from the warranty company for any valid insurance collectible to **You** for repairing hail or acorn damage to the **covered vehicle**. All hail or acorn damage coverage amounts shall be paid only towards **Your** covered repair.

**The following is added to Section VI. Cancellation Calculation:**

A ten percent (10%) penalty per month will be added to a refund that is not made within forty five (45) days of the day the cancellation was requested.

### ARIZONA

#### **Section VI. Cancellation Calculation is modified as follows:**

If the cancellation request is made within the first 60 days following the Purchase Date, the Service Plan Holder will be entitled to a full refund, less an administrative fee of \$25. If the request is made after the first 60 days following the Purchase Date, the Service Plan Holder will be entitled to a pro-rata refund based on the number of days remaining under the Plan term divided by the Plan term (total number of days of the **Agreement**), less an Administrative Fee. The Administrative Fee shall be \$25.

## STATE CHANGES AND DISCLOSURES ADDENDUM

### CALIFORNIA

This **SERVICE PLAN** is only available for sale through a licensed dealer or licensed lessor-retailer and is not available for sale through independent Body Shops.

#### **Section VI. Cancellation Calculation is modified as follows:**

If the cancellation request is made within the first 60 days following the Purchase Date, the Service Plan Holder will be entitled to a full refund, less paid claims under this **Agreement**. If the request is made after the first 60 days following the Purchase Date and a claim has been filed, the Service Plan Holder will be entitled to a pro-rata refund based on the number of days remaining under the Plan term divided by the Plan term (total number of days of the **Agreement**), less an Administrative Fee and less claims paid under this **Agreement**. The Administrative Fee shall be \$25 or 10% of the Total Purchase Price, whichever is less.

#### **The following is added to Section VII. Claims:**

If you do not maintain valid comprehensive automobile coverage throughout the term of this **Agreement**, We will provide coverage under this **Agreement** up to \$500 of the applicable hail or acorn damage if the repair is completed by an authorized Dent Wizard representative.

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 the contract has been denied or has not been honored within 60 days after **Your** request. The name and address of the insurance company is: Great American Assurance Company, 301 East Fourth Street, Cincinnati OH 45202. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of insurance at 1-800-927-4357.

#### **Section VIII. General Information is modified as follows:**

GAI Warranty Company's obligations under this **Agreement** are insured by a policy issued by Great American Assurance Company, a wholly owned subsidiary of Great American Insurance Company, 301 East Fourth Street, Cincinnati, OH 45202. GAI Warranty Company's license number is 0F00777.

Dent Wizard International is the **Plan Administrator** under this **Agreement** and they operate under CA License 0G29364.

### COLORADO

#### **Section VIII. General Information is modified as follows:**

GAI Warranty Company's obligations under this **Agreement** are insured by a policy issued by Great American Assurance Company, a wholly owned subsidiary of Great American Insurance Company, 301 East Fourth Street, Cincinnati, OH 45202. The policy number is 8023131.

### CONNECTICUT

#### **The following is added to Section V. Cancellation:**

**You** may cancel this Service Contract at any time or for any reason or in the event your vehicle is sold, lost, stolen or destroyed.

#### **The following is added to Section VIII. General Information:**

Resolution of Disputes – In accord with CT Bulletin PC-45, a written complaint may be mailed to: State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the warranty Contract.

In the event that the contract expiration date is less than one year and your vehicle is undergoing a covered repair, this contract will remain in effect until the completion of the covered repair.

### FLORIDA

#### **Section I. Ding Shield Drive Plan is modified as follows:**

B) Hail Deductible Reimbursement: provides coverage for hail or acorn damage that can be completely repaired using only the PDR process provided by Dent Wizard's repair network. **Your** coverage is limited to \$1,000 or the amount of **Your** primary automobile insurance policy's comprehensive deductible, whichever is less. **Your** primary automobile insurance policy's comprehensive deductible is not applicable to any other coverage available to **You** under this **Agreement**.

#### **Section VI. Cancellation Calculation is modified as follows:**

If the cancellation request is made within the first 60 days following the Purchase Date and no claims have been filed during such period, the Service Plan Holder will be entitled to a full refund, less an administrative fee of 5% of the gross premium paid. If the request is made after the first 60 days following the Purchase Date or a claim has been filed, the Service Plan Holder will be entitled to a pro-rata refund based on the number of days remaining under the Plan term divided by the Plan term (total number of days of the **Agreement**), less an Administrative Fee. The Administrative Fee shall be 10% of the Total Purchase Price.



## STATE CHANGES AND DISCLOSURES ADDENDUM

### GEORGIA

#### **The following is added to Section V. Cancellation:**

Pursuant to O.C.G.A. 33-7-6, the obligor may cancel this **Agreement** if the Service Plan Holder (a) fails to pay for this product, (b) makes a material misrepresentation to Us or (c) commits fraud. Cancellation notice will be sent thirty (30) days prior to the date of cancellation.

#### **Section VI. Cancellation Calculation is modified as follows:**

If the cancellation request is made within the first 60 days following the Purchase Date and no claims have been filed during such period, the Service Plan Holder will be entitled to a full refund. If the request is made after the first 60 days following the Purchase Date or a claim has been filed, the Service Plan Holder will be entitled to a pro-rata refund based on the number of days remaining under the Plan term divided by the Plan term (total number of days of the **Agreement**).

### HAWAII

#### **The following is added to Section VI. Cancellation Calculation:**

A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of the day the cancellation was requested.

### IDAHO

#### **The following is added to Section VIII. General Information:**

Notice: Coverage afforded under this **Agreement** is not guaranteed by the Idaho Insurance Guarantee Association.

### ILLINOIS

#### **Section VI. Cancellation Calculation is modified as follows:**

The Administrative Fee for cancellation shall be \$50 or 10% of the Total Purchase Price, whichever is less. Painless Dent Removal Repairs are considered to be wear and tear and covered by this plan.

#### **The following is added to Section VIII. General Information:**

Painless Dent Removal repairs are considered to be wear and tear and covered by this **Agreement**.

### INDIANA

#### **Section VIII. General Information is modified as follows:**

GAI Warranty Company's obligations under this Plan are insured by a policy issued by Great American Insurance Company, 301 East Fourth Street, Cincinnati, OH 45202.

Proof of payment to an automobile dealer or third party administrator that issued such a contract constitutes proof of payment to the insurer that issued the reimbursement insurance policy for such contract.

### IOWA

#### **The following is added to Section VI. Cancellation Calculation:**

A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of the day the cancellation was requested.

#### **The following is added to Section VIII. General Information:**

If **You** have questions regarding this contract, **You** may contact the Plan Administrator by mail or phone. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 6th floor, Lucas State Office Building, Des Moines, Iowa 50319.

### KENTUCKY

**This SERVICE PLAN is only available for sale through a licensed dealer or licensed lessor-retailer and is not available for sale through independent Body Shops.**

#### **Section VIII. General Information is modified as follows:**

GAI Warranty Company's obligations under this Plan are insured by a policy issued by Great American Insurance Company, 301 East Fourth Street, Cincinnati, OH 45202.

### LOUISIANA

#### **Section VI. Cancellation Calculation is modified as follows:**

If the cancellation request is made within the first 60 days following the Purchase Date, the Service Plan Holder will be entitled to a full refund less an administrative fee. If the request is made after the first 60 days following the Purchase Date, the Service Plan Holder will be entitled to a pro-rata refund based on the number of days remaining under the Plan term divided by the Plan term (total number of days of the **Agreement**), less an Administrative Fee. The Administrative Fee shall be \$50 or 10% of the Total Purchase Price, whichever is less.

#### **The following is added to Section VII. Claims:**

No deduction shall be allowed for claims made.

### MAINE

#### **The following is added to Section VI. Cancellation Calculation:**

A ten percent (10%) penalty per month will be added to a refund that is not made within forty five (45) days of the day the cancellation was requested.

#### **The following is added to Section VIII. General Information:**

Arbitration regarding extended Service Contract s purchased by Maine citizens must occur in this state.

### MARYLAND

**This SERVICE PLAN is only available for sale through a licensed dealer or licensed lessor-retailer and is not available for sale through independent Body Shops.**

#### **Section VIII. General Information is modified as follows:**

GAI Warranty Company's obligations under this Plan are insured by a policy issued by Great American Insurance Company, 301 East Fourth Street, Cincinnati, OH 45202.

## STATE CHANGES AND DISCLOSURES ADDENDUM

### MASSACHUSETTS

#### **The following is added to Section VIII. General Information:**

Notice to CUSTOMER: Purchase of the Service Contract is not required in order to register or finance your vehicle. Obligations of the provider under this Service Contract are insured under a Service Contract reimbursement insurance policy.

### MINNESOTA

#### **The following is added to Section VI. Cancellation Calculation:**

A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of the day the cancellation was requested.

### MISSISSIPPI

#### **The following is added to Section VIII. General Information:**

The offered product is not provided or supported by a manufacturer or distributor in this state.

### MISSOURI

#### **Section VI. Cancellation Calculation is modified as follows:**

The Administrative Fee for cancellation shall be \$25. Per Section 385.206.14 RSMo, a 10% penalty of the amount outstanding per month shall be added to a refund that is not paid within forty-five (45) days of return of the contract to the provider. The Administrator will mail a written notice to the Service Plan Holder within 45 days of the date of termination.

#### **The following is added to Section VII. Claims:**

Per section 385.302 RSMo, obligations of the provider under this Service Contract are guaranteed under a reimbursement insurance policy provided by Great American Insurance Company of New York, a wholly owned subsidiary of Great American Insurance Company, 301 East Fourth Street, Cincinnati, OH 45202. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurance company. The contract holder can call 877-429-3826 for instructions.

Per section 385.306(13) RSMo the Service Contract holder shall contact the plan administrator upon first notice of damages. Also, the contract holder shall take reasonable steps to protect the vehicle against further damages.

### NEBRASKA

#### **The following is added to Section VI. Cancellation Calculation:**

If **You** cancel the Service Contract and did not receive a refund from Us by the forty sixth (46<sup>th</sup>) day following **Your** request for cancellation, **You** may apply for a refund with the Insurance Company.

#### **The following is added to Section VII. Claims:**

If a covered claim is not paid within (30) days after proof of loss has been filed, **You** may file a claim directly with the Insurance Company.

#### **Section VIII. General Information is modified as follows:**

GAI Warranty Company's obligations under this Plan are insured by a policy issued by Great American Insurance Company, 301 East Fourth Street, Cincinnati, OH 45202.

### NEVADA

#### **The following is added to Section V. Cancellation:**

The Plan Administrator may not initiate cancellation of the contract.

Pursuant to NRS 690C.270:

1. No Service Contract that has been in effect for at least 70 days may be cancelled by the provider 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 holder to pay an amount when due;  
(b) Conviction of the holder of a crime which results in an increase in the service required under the Service Contract ;  
(c) Discovery of fraud or material misrepresentation by the holder in obtaining the Service Contract, or in presenting a claim for service thereunder;

(d) Discovery of:  
(1) An act or omission by the holder; or  
(2) A violation by the holder of any condition of the service contract, which occurred after the effective date of the Service Contract and which substantially and materially increases the service required under the Service Contract ; or

(e) 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.

2. No cancellation of a Service Contract may become effective until at least 15 days after the notice of cancellation is mailed to the holder.

#### **Section VI. Cancellation Calculation is modified as follows:**

The Administrative Fee for cancellation shall be \$25. Pursuant to NRS 690C.250(4), if the cancellation refund is not received by the Service Plan Holder within 45 days of the cancellation request, the Plan Administrator will pay the Service Plan Holder a penalty of ten percent (10%) of the Total Purchase Price for each 30-day period the refund remains unpaid.

#### **The following is added to Section VIII. General Information:**

Nevada Residents:

This service plan is not renewable.

The provisions of this contract apply only to the original purchaser of this contract.

Replacement parts may be new, remanufactured, independently manufactured/distributed, or of like kind and quality.

Consequential damage is not covered by this service **Agreement**.

Pre-existing conditions (conditions that exist prior to **Your** purchase of this service **Agreement**) are not covered by this service **Agreement**.

Prior approval for service is required by this service **Agreement**.

## STATE CHANGES AND DISCLOSURES ADDENDUM

### NEW HAMPSHIRE

#### **The following is added to Section VIII. General Information:**

This **Agreement** is not a contract of insurance.

NOTE: If **You** have questions or concerns regarding this **Agreement**, **You** can contact the Obligor by mail or phone. In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-800-852-3416.

### NEW MEXICO

#### **The following is added to Section VI. Cancellation Calculation:**

The provider shall refund to the holder or credit to the account of the holder the purchase price of the Service Contract within sixty days after a Service Contract is returned. If the provider fails to refund the purchase price or credit the account of the holder within that time, the provider shall pay the holder a penalty of ten percent (10%) of the purchase price for each thirty-day period or portion thereof that the refund and any accrued penalties remain unpaid

### NEW YORK

#### **The following is added to Section VI. Cancellation Calculation:**

A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of the day the cancellation was requested.

### NORTH CAROLINA

#### **The following is added to Section VI. Cancellation Calculation:**

The Administrative Fee for cancellation shall be \$25 or 10% of the pro-rata refund due at the time.

#### **The following is added to Section VIII. General Information:**

In concert with North Carolina General Statute 66-373, the Insurance Company as noted in the **Agreement** is Great American Insurance Company of New York, 301 East 4th Street, 25th Floor, Cincinnati, OH, 45202; telephone number (877) 429-3826.

### OHIO

#### **Section VI. Cancellation Calculation is modified as follows:**

The Administrative Fee for cancellation shall be \$25.

#### **The following is added to Section VIII. General Information:**

Note: This **Agreement** is not insurance and is not subject to the insurance laws of this state.

### OKLAHOMA

#### **Section VI. Cancellation Calculation is modified as follows:**

If the cancellation request is made within the first 60 days following Plan purchase the Buyer will be entitled to a full refund. If the request is made after the first 60 days following Plan purchase, return of the premium shall be based upon ninety percent (90%) of the unearned premium less the actual cost of any service provided under the service warranty contract. In the event the contract is canceled by us, return of the premium shall be based upon one hundred percent (100%) of unearned pro rata premium less the actual cost of any service provided under the service warranty contract.

#### **The following is added to Section VIII. General Information:**

Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contracts.

Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

This service warranty is not issued by the manufacturer or wholesale company marketing the product and this warranty will not be honored by such manufacturer or wholesale company.

This is not an insurance contract.

### OREGON

#### **The following is added to Section VII. Claims:**

If you need to receive an authorization number for emergency services under the Plan, please contact the Dent Wizard's claim center at (855) 733-0002.

In the event **You** are reporting catastrophic hail or acorn damage, **You** must provide a copy of **Your** current in force comprehensive automobile insurance policy that provides physical damage for hail. Dent Wizard will arrange for an authorized representative to provide an estimate for the repair cost associated with the hail damage. If **You** do not maintain valid comprehensive automobile coverage throughout the term of this **Agreement**, the selected Service Plan option will provide coverage under this **Agreement** up to \$500 of applicable hail or acorn damage if the repair is completed by a Dent Wizard representative.

#### **The following is added to Section VIII. General Information:**

For questions, concerns, or complaints about the Service Contract or **Us**, **You** may contact the Consumer Advocacy Unit of the Oregon Insurance Division, 1-888-877-4894, PO BOX 14480, Salem OR 97309-0405, [cp.ins@sstate.or.us](mailto:cp.ins@sstate.or.us).



## STATE CHANGES AND DISCLOSURES ADDENDUM

### SOUTH CAROLINA

#### **The following is added to Section VI. Cancellation Calculation:**

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Service Contract to the Plan Administrator.

#### **The following is added to Section VIII. General Information:**

If **You** have any questions regarding this **Agreement**, or a complaint against the Obligor, **You** may contact the South Carolina Department of Insurance at 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201, (803) 737-6180.

### TEXAS

#### **The following is added to Section VI. Cancellation Calculation:**

A late fee equal to ten percent (10%) of the refund due will be added to any refund which is not paid within forty five (45) days of the day **We** received the cancellation request.

#### **The following is added to Section VIII. General Information:**

Unresolved complaints regarding the Service Contract or Questions concerning the regulation of Service Contract Providers may be addressed to the Texas Department of Licensing and Regulation by calling (512) 463-6599 or by mail to: PO BOX 12157, Austin TX 78711.

### UTAH

#### **The following is added to Section V. Cancellation:**

The Insurance Company and/or Plan Administrator may cancel this **Agreement** if the Service Plan Holder (a) fails to pay for this product, (b) makes a material misrepresentation to us or (c) commits fraud. Cancellation notice will be sent thirty (30) days prior to the date of cancellation.

#### **Section VI. Cancellation Calculation is modified as follows:**

The Administrative Fee for cancellation shall be \$25.

#### **The following is added to Section VII. Claims:**

If you need to receive an authorization number for emergency services under the Plan, please contact the Dent Wizard's claim center at (855) 733-0002.

Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured, if the insured shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

#### **The following is added to Section VIII. General Information:**

Utah Code Ann. §31A-6a-104(6) requires a Service Contract to state the conditions upon which the use of non-manufacturers' parts are allowed. This policy does not allow for the use of non-manufactured parts.

Coverage afforded under this contract is not guaranteed by the Property and Casualty Guarantee Association.

Utah Code Ann. 31A-6a-104(2)(a)(ii): This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

ANY MATTER IN DISPUTE BETWEEN **YOU** AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH **YOU** AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

## STATE CHANGES AND DISCLOSURES ADDENDUM

### WASHINGTON

#### **The following is added to Section V. Cancellation:**

The contract provider has only sixty (60) days from the date of sale of the Service Contract to the holder to determine whether or not the vehicle qualifies under the provider's program for that vehicle. After sixty (60) days the vehicle qualifies for the Service Contract that was issued and the Service Contract provider may not cancel the contract and is fully obligated under the terms of the contract sold to the Service Contract holder.

#### **The following is added to Section VI. Cancellation Calculation:**

A ten percent (10%) penalty will be added to any cancellation refund that is not paid within 30 days of return of the plan to the administrator

#### **Section VIII. General Information is modified as follows:**

**Implied Warranty:** The implied warranty of merchantability on the motor vehicle is not waived if this **Agreement** was purchased within ninety days (90) of the purchase date of the motor vehicle from a provider or Service Contract seller who also sold the motor vehicle identified in the Vehicle Information section on page one of the **Service Plan Registration Form**.

GAI Warranty Company's obligations under this **Agreement** are insured by a policy issued by Great American Insurance Company, 301 East Fourth Street, Cincinnati, OH 45202. The policy number is 2512956.

**THIS VEHICLE SERVICE CONTRACT IS NOT AN INSURANCE CONTRACT.**

### WYOMING

#### **The following is added to Section V. Cancellation:**

In the event of a total loss or repossession, the lien holder may be named as sole payee. On any other refund, a lienholder shall be named as an additional payee on the cancellation refund check. Notice of cancellation will be sent to the Service Contract holder, at the Service Contract holders last known address, at least ten (10) days prior to the effective date of the cancellation. However, **We** are not required to give any advance notice if **We** cancel the Contract for nonpayment of the provider fee, material misrepresentation by the Service Contract holder to the provider, or substantial breach of duties by the Service Contract holder relating to the covered product or its use.

#### **Section VI. Cancellation Calculation is modified as follows:**

The Administrative Fee for cancellation shall be \$25.

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited to the Service Contract holder within 45 days after return of the Service Contract to the provider.

### WISCONSIN

#### **Section VI. Cancellation Calculation is modified as follows:**

If the cancellation request is made within the first 60 days following the Purchase Date and no claims have been filed during such period, the Service Plan Holder will be entitled to a full refund. If the request is made after the first 60 days following the Purchase Date or a claim has been filed, the Service Plan Holder will be entitled to a pro-rata refund based on the number of days remaining under the Plan term divided by the Plan term (total number of days of the **Agreement**), less an Administrative Fee. The Administrative Fee shall be \$25 or 10% of the Total Purchase Price, whichever is less, unless another fee amount is specified in the **State Changes and Disclosures Addendum**.

#### **The following is added to Section VI. Cancellation Calculation:**

If **You** cancel the Service Contract and did not receive a refund from **Us** by the forty sixth (46<sup>th</sup>) day following **Your** request for cancellation, **You** may apply for a refund with the Insurance Company.

#### **The following is added to Section VII. Claims:**

If a covered claim is not paid within 60 days after proof of loss has been filed, **You** may file a claim directly with the Insurance Company.

#### **The following is added to Section VIII. General Information:**

**THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**