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YOU MUST RECEIVE PRIOR AUTHORIZATION FROM THE CLAIMS CENTER BEFORE ANY REPAIR OR REPLACEMENT HAS BEGUN: 1-800-346-6469

OUR AGREEMENT

SECTION 1. Agreement Between YOU and US

Program Obligor agrees to repair any dents and dings on this VEHICLE that are repairable through existing Paintless Dent Repair (PDR) techniques, subject to the following limitations and exclusions contained herein. "WE," "US," and "OUR" mean the obligor of this CONTRACT as stated in the Proof of Registration. "YOU," "CONTRACT HOLDER," and "YOUR" mean the purchaser of the VEHICLE described as the Owner Name in the Proof of Registration section of this CONTRACT. Other words and phrases that have particular meaning and appear in CAPITALS throughout this CONTRACT are defined in Definitions Section, herein. State restrictions may apply; see "State Changes" Section, herein for details. This CONTRACT is not an insurance policy.

SECTION 2. Limitations and Exclusions

Repairable areas are defined as and limited to exterior vertical painted sheet metal body panels. Paintless Dent Repair (PDR) is a process developed by automobile manufacturing production teams that use specialized hand tools to gently push the dented metal back to its original form. This procedure permanently removes door dings and minor dents without harming the VEHICLE'S factory finish. **Hail Damage, Consequential Damage, Chipped Paint, Vandalism, Collision and Environmental Damage, as well as Pre-existing Conditions**, are excluded under this CONTRACT.

SECTION 3. Term

This CONTRACT commences on the CONTRACT SALE DATE and continues for the term chosen. This CONTRACT is not renewable and expires in accordance with the selected term. All claims for damage must be reported prior to the expiration date of this CONTRACT to ensure coverage.

SECTION 4. Conditions and Limitations

- 1. Most small dents and dings can be removed and in most cases a completed repair will not be noticeable.
- 2. Collision damage or very deep dents will most likely require traditional body shop repairs and are not covered conditions under this CONTRACT.
- 3. A PDR technician will examine the damaged area prior to performing PDR to determine if the dent(s) can be repaired. WE will have fulfilled OUR obligations after an explanation is given for any dent(s) not repairable using PDR or if the damaged area cannot be completely repairable by PDR methods. ADMINISTRATOR and PDR technician retain sole authority to determine whether damage can be repaired using the PDR process.

Access Areas: In order to obtain access to certain dented areas, drilling a small hole may be required. Any drilled holes will be small, out of direct

view and plugged.

Dent Location: Access may not allow some dents to be fixed, due to the location of the dent.

Examples of these areas are:

Creases: A crease or bend in some dents will not allow a dent to be repaired under this process because the metal is

creased or bent too far.

Body Lines: Some curves in auto panels will prevent metal from flexing to massage the dent out, and conventional body

shop repairs must be utilized.

Edges: Damage on the edge of an auto body panel may not allow a dent to be removed because bracing can be too

thick to allow the metal to be pushed and/or can prohibit access to the dent.

Size of Dent: A large or deep dent will stretch the metal too far, not allowing the metal to retract back. This type of damage

is not repairable under the PDR process, and requires typical body shop repair. Dents exceeding 4" are

considered non-repairable.

Aftermarket: Custom aftermarket services or equipment installed, may not allow a technician to access the dent. WE cannot

repair areas in which aftermarket services or equipment have changed the normal body configuration or

eliminate normal access to the area using the special tools utilized during the PDR process.

Coverage Limits: As long as the proper procedures are followed, there are no limitations as to the number of times the PDR process can be used

within the CONTRACT period for the 3, 4 or 5 year terms.

SECTION 5. How to File a Claim

To make a claim for dent removal, which is the only area covered under this CONTRACT, return YOUR VEHICLE to the ISSUING DEALER. A PDR technician will inspect the VEHICLE and determine whether any dent damage is covered by the CONTRACT and provide appropriate services as described herein. If YOU are more than 40 miles away and unable to return to YOUR DEALERSHIP, call (800) 346-6469 or write to ADMINISTRATOR at the address below. YOU must present to US a copy of this CONTRACT (all pages) that YOU received from the ISSUING DEALER, along with YOUR current address and telephone number. ADMINISTRATOR reserves the right to inspect any VEHICLE and/or request relocation to a service facility of ADMINISTRATOR'S choice. Do not proceed with any repairs yourself without written approval from the ADMINISTRATOR at 10800 Pecan Park Blvd., Suite 410, Austin, TX 78750. Documents to complete claim processing must be received by ADMINISTRATOR within 180 days of the date of the claim or the claim will be void and no payment will be issued.

YOU MUST RECEIVE PRIOR AUTHORIZATION FROM THE CLAIMS CENTER BEFORE ANY REPAIR OR REPLACEMENT HAS BEGUN: 1-800-346-6469

Section 6. Definitions

This CONTRACT contains several words and phrases that have particular meaning and appear in CAPITALS throughout this CONTRACT.

"ADMINISTRATOR" and "SERVICE CENTER" mean the organization that WE have retained to provide administrative and claim services for OUR service CONTRACT program. OUR ADMINISTRATOR, its agents and assigns are not a party to this CONTRACT.

"COMMERCIAL USE" means carrying goods or passengers for compensation. This includes but is not limited to, using a VEHICLE as a taxi, or for livery or delivery services where compensation is provided for those services. Car pooling arrangements are not considered a commercial purpose under this CONTRACT.

"CONTRACT" means this service CONTRACT.

"CONTRACT SALE DATE" means the date that YOU purchased this CONTRACT.

"CONTRACT SALE MILEAGE" means the mileage on YOUR VEHICLE'S odometer on the CONTRACT SALE DATE.

<u>"DEALER," "ISSUING DEALER," and "SELLING DEALER"</u> mean the automobile dealership or lessor from whom YOU purchased or leased YOUR VEHICLE and is referred to as the ISSUING DEALER or SELLING DEALER in the Proof of Registration section of this CONTRACT.

<u>"DENT REPAIRABLE AREAS"</u> are defined as and limited to exterior vertical painted sheet metal body panels. Paintless Dent Repair (PDR) is a process developed by automobile manufacturing production teams that use specialized hand tools to gently push the dented metal back to its original form. This procedure permanently removes door dings and minor dents without harming the VEHICLE'S factory finish.

<u>"VEHICLE"</u> means the passenger car, van, sport utility, or light truck (1-ton or less) described in the Proof of Registration section of this CONTRACT.

"WE," "US," and "OUR" mean the obligor of this CONTRACT, as stated in the Proof of Registration section of this CONTRACT.

"YOU," "CONTRACT HOLDER" and "YOUR" mean the purchaser of the VEHICLE described as the Owner Name in the Proof of Registration section of this CONTRACT.

SECTION 7. Transfer Guarantee

Only the original CONTRACT HOLDER may transfer this CONTRACT. The option is not available to the CONTRACT HOLDER if the VEHICLE is traded or sold to or through any entity other than a private party. The rights and duties of the CONTRACT HOLDER under this CONTRACT may be transferred within fifteen (15) days of the sale of the VEHICLE directly to another private party for a thirty-five dollars (\$35) transfer fee by calling the ADMINISTRATOR for details.

SECTION 8. YOUR Right to Cancel

YOU may cancel this CONTRACT at any time by surrendering it to the DEALER at the ISSUING DEALER'S address listed in the Proof of Registration section of this CONTRACT, along with a written request for cancellation. If YOU request a cancellation within sixty (60) days of the purchase of this CONTRACT, this CONTRACT shall be cancelled and a full refund of the CONTRACT price will be made by the DEALER provided that no claim has been made against this CONTRACT during this period. If YOU request a cancellation within sixty (60) days of the purchase of this CONTRACT and a claim has been made against the CONTRACT, the DEALER will make a pro-rata refund. If the CONTRACT has been in YOUR possession for more than sixty (60) days, the DEALER will make a pro-rata refund less a twenty-five dollar (\$25) cancellation fee or 10% of the CONTRACT price, whichever is less. This refund will be based on the elapsed time from the CONTRACT SALE DATE, and will only be provided if YOU are the original purchaser of this CONTRACT.

SECTION 9. CONTRACT

Obligations of the provider under this service CONTRACT are insured under a service CONTRACT reimbursement insurance policy. In the event of emergency repairs performed outside of normal hours, YOU must contact OUR ADMINISTRATOR at (800) 346-6469 the next business day. A ten (10) percent penalty per month shall be added to a cancellation refund that is not made within thirty (30) days of return of the service CONTRACT to US. If for any reason WE fail to pay or provide service on YOUR claim within 60 days of OUR receipt of YOUR proof of loss, YOU may make a claim against: American Bankers Insurance Company of Florida; 11222 Quail Roost Drive, Miami, FL 33157-6596; (866) 306-6694.

SECTION 10. OUR ADMINISTRATOR

Please submit all authorized claims and claim information requests to: ADMINISTRATOR: Innovative Aftermarket Systems L.P., License #136, 10800 Pecan Park Blvd., Suite 410, Austin, TX 78750. Call (800) 346-6469 for claim authorization prior to any repair (or replacement).

SECTION 11. State Changes

Alabama: YOUR Right to Cancel is amended to include: If a claim has been made against the CONTRACT or if the CONTRACT has been in YOUR possession for more than sixty (60) days, the DEALER will make a pro-rata refund less a twenty-five dollar (\$25) cancellation fee, less claims paid.

Arizona: YOUR Right to Cancel is amended to include: No claims paid nor incurred shall be deducted from any cancellation refund associated with this service CONTRACT. **Colorado:** Obligations of the provider under this service CONTRACT are insured under Policy SFM-507-CO-1.

Illinois Residents: YOUR Right to Cancel (as stated in Cancellation of CONTRACT section, herein) is amended to include: YOU may cancel this CONTRACT at any time by surrendering it to the DEALER at the ISSUING DEALER'S address listed in the Proof of Registration section of this CONTRACT, along with a written request for cancellation. If YOU cancel this CONTRACT within sixty (60) days of the Effective Date of the CONTRACT, the CONTRACT shall be cancelled and a full refund of the CONTRACT price will be made by the DEALER, less claims paid. If this CONTRACT is cancelled by YOU after the first sixty (60) days, the DEALER will refund YOU one hundred percent (100%) of the unearned Program Selling Price paid (calculated on a pro-rata basis) less claims paid less a processing fee of \$35 or ten (10%) percent of the CONTRACT price, whichever is less. This refund will be based on the elapsed time from the CONTRACT SALE DATE, and will only be provided if YOU are the original purchaser of this contract. Refund will be sent to lienholder unless lien is satisfied.

Indiana: YOUR proof of payment to the ISSUING DEALER, ADMINISTRATOR or provider constitutes proof of payment to the insurer listed in the CONTRACT Obligations section of the CONTRACT. YOU may apply for reimbursement directly with the insurer if a claim is not paid before the 61st day after YOU have provided US with valid proof of loss or a refund or credit is not paid before the 61st day after the date on which the service CONTRACT is returned to the provider.

Minnesota: The obligations under this Agreement are insured by a policy of insurance issued by American Reliable Insurance Company, 11222 Quail Roost Drive, Miami, FL 33157. If a covered Claim is not paid within sixty (60) days after proof of loss has been filed, YOU may file a Claim directly with the Insurance Company. Please call (866) 306-6694 for instructions.

YOU MUST RECEIVE PRIOR AUTHORIZATION FROM THE CLAIMS CENTER BEFORE ANY REPAIR OR REPLACEMENT HAS BEGUN: 1-800-346-6469

SECTION 11. State Changes (cont.)

New York: The following statements are added to YOUR VEHICLE service CONTRACT: Obligations of the provider under this service CONTRACT are insured under a service CONTRACT reimbursement insurance policy. In the event of emergency repairs performed outside of normal hours, YOU must contact OUR ADMINISTRATOR at (800) 346-6469 the next business day. A ten (10) percent penalty per month shall be added to a cancellation refund that is not made within thirty (30) days of return of the service CONTRACT to US. If for any reason WE fail to pay or provide service on YOUR claim within 60 days of OUR receipt of YOUR proof of loss, YOU may make a claim against: American Bankers Insurance Company of Florida; 11222 Quail Roost Drive, Miami, FL 33157-6596; (866) 306-6694.

Ohio: This Agreement is not an insurance contract and is not subject to the insurance laws of this state. Obligations of the provider under this service CONTRACT are insured under a warranty reimbursement insurance policy issued by American Bankers Insurance Company of Florida; 11222 Quail Roost Drive, Miami, FL 33157-6596; (866) 306-6694. YOU may apply for reimbursement directly with the insurer if a claim is not paid before the 61st day after YOU have provided US with valid proof of loss or a refund or credit is not paid before the 61st day after the date on which the service CONTRACT is returned to the provider.

Oklahoma: Coverage afforded under this CONTRACT is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to COMMERCIAL USE references in service warranty CONTRACTS

Oregon: YOUR Right to Cancel is amended to include: A ten (10%) percent penalty per thirty (30) day period will be applied to any refund not paid or credited within forty-five (45) days after the return of the CONTRACT.

Texas: This Agreement is not an insurance contract. Obligations of the provider under this service CONTRACT are insured under a warranty reimbursement insurance policy issued by American Bankers Insurance Company of Florida; 11222 Quail Roost Drive, Miami, FL 33157-6596; (866) 306-6694. YOU may apply for reimbursement directly with the insurer if a claim is not paid before the 61st day after YOU have provided US with valid proof of loss or a refund or credit is not paid before the 46th day after the date on which the service CONTRACT is returned to the provider. YOU may refer unresolved complaints or questions regarding the regulation of this service CONTRACT to: Texas Department of Licensing and Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711; (800) 803-9202, (512) 463-6599, TEXAS RESIDENTS: YOUR right to cancel (as stated in Cancellation of CONTRACT section, herein) is amended to include: YOU may cancel this CONTRACT at any time by surrendering it to the DEALER at the ISSUING DEALER'S address listed in the Proof of Registration section of this CONTRACT, along with a written request for cancellation. If YOU cancel this CONTRACT within sixty (60) days of the Effective Date of the CONTRACT (the applicable time frame being referred to as the "Free Look Period"), the CONTRACT shall be cancelled and a full refund of the CONTRACT price will be made by the DEALER provided that no claim has been made against the CONTRACT during this period. If YOU request a cancellation within the Free Look Period and a claim has been made against the CONTRACT, a full refund will be made by the DEALER, less claims paid. If this CONTRACT is canceled by YOU after the Free Look Period, the DEALER will make a pro-rata refund less a thirty-five dollar (\$50) cancellation fee, less claims paid. This refund will be based on the elapsed time from the CONTRACT SALE DATE, and will only be provided if YOU are the original purchaser of this CONTRACT. A ten (10%) percent penalty per thirty (30) day period will be applied to any refund not paid or credited within forty-five (45) days after the return of the CONTRACT. WE may only cancel this CONTRACT for YOUR failure to pay an amount when due, YOUR conviction of a crime which results in an increase in the service required under a CONTRACT, YOUR fraud or material misrepresentation in obtaining the CONTRACT or in presenting a claim for service thereunder, or the discovery of an act or omission by YOU or YOUR violation of any condition of the CONTRACT or material change in the nature or extent of the required service or replacement which occurred after the CONTRACT effective date that substantially or materially increases the service required under this CONTRACT. If WE cancel this CONTRACT, YOU will be provided with at least fifteen (15) days prior written notice of the effective date of cancellation and the reason for cancellation. No cancellation fee will be charged if WE cancel the CONTRACT, and the DEALER will make a pro-rata refund.

Utah: Obligations of the provider under this service CONTRACT are guaranteed under a service CONTRACT reimbursement insurance policy issued by American Bankers Insurance Company of Florida; 11222 Quail Roost Drive, Miami, FL 33157-6596; (866) 306-6694. Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the CONTRACT HOLDER is entitled to make a claim directly against the Insurance Company. Coverage afforded under this CONTRACT is not guaranteed by the Property and Casualty Guaranty Association. This service CONTRACT is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Obligations of the provider under this service CONTRACT are insured under a service CONTRACT reimbursement insurance policy. Obligations of the provider under this service CONTRACT are guaranteed under a service CONTRACT reimbursement insurance policy issued by American Bankers Insurance Company of Florida; 11222 Quail Roost Drive, Miami, FL 33157-6596; (866) 306-6694. Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, or if the provider becomes insolvent or otherwise financially impaired, the CONTRACT HOLDER is entitled to make a claim with the service CONTRACT reimbursement insurer for reimbursement, payment, or provision of the service. Please call (866) 306-6694 for instructions. YOUR Right to Cancel is amended to include: WE may only cancel this CONTRACT for nonpayment of the provider fee, material misrepresentation by the CONTRACT HOLDER to the provider or ADMINISTRATOR, or substantial breach of duties by the SERVICE CONTRACT HOLDER relating to the covered product or its use. If WE cancel this CONTRACT, YOU will be provided with at least fifteen (15) days prior written notice of the effective date of cancellation and the reason for cancellation. If a service CONTRACT is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the SERVICE CONTRACT HOLDER one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid.

Wyoming: YOUR Right to Cancel is amended to include: WE may only cancel this CONTRACT for nonpayment of the provider fee, material misrepresentation by the CONTRACT HOLDER to the provider or ADMINISTRATOR, or substantial breach of duties by the SERVICE CONTRACT HOLDER relating to the covered product or its use. If WE cancel this CONTRACT, YOU will be provided at the last known address of the service CONTRACT holder contained in the records of the provider at least fifteen (15) days prior written notice of the effective date of cancellation and the reason for cancellation. If a service CONTRACT is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the SERVICE CONTRACT HOLDER one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid.

Privacy Notice: We may collect nonpublic personal information we receive from you on our forms and other documents, such as name, address, lender, contract coverage, pricing, terms, vehicle information and vehicle identification number. We may disclose some or all of the information that we collect as described above to non-affiliated third parties in connection with the administration, processing, servicing or payment of your contract. We do not disclose any nonpublic personal information to anyone else, except as permitted by law.