



**INSTRUCTIONS FOR MOTOR VEHICLE EXTENDED SERVICE CONTRACT
PROVIDER REGISTRATION**

Enclosed is the registration form for a service contract provider. Any person who is responsible for the issuance of a motor vehicle extended service contract is a service contract provider and is required to register with the Missouri Department of Insurance, Financial Institutions and Professional Registration.

Each provider is required to register before issuing any service contract. Each provider is also required to renew its registration annually between January 1 and February 1 of each year after the year of the provider's first registration.

Payment of the registration fee must accompany each registration. The registration fee is five hundred dollars (\$500).

Questions regarding this registration or the regulation of motor vehicle extended service contracts may be directed either by telephone to the Service Contract Regulation section of the Missouri Department of Insurance, Financial Institutions & Professional Registration at (573) 526-5001 or (573) 751-4362 or in writing to Service Contract Regulation, Missouri Department of Insurance, Financial Institutions & Professional Registration, P.O. Box 690, Jefferson City, MO 65102.



MOTOR VEHICLE EXTENDED SERVICE CONTRACT PROVIDER REGISTRATION

INSTRUCTIONS

This registration must be accompanied by registration fee equal to \$500. Each provider must register annually between January 1 and February 1 of each calendar year following the calendar year in which the provider originally registered. PERSONAL CHECKS NOT ACCEPTED.

SECTION 1. PROVIDER INFORMATION (TYPE OR PRINT)

PROVIDER NAME

BUSINESS ADDRESS (STREET NUMBER AND NAME, CITY, STATE, ZIP CODE)

MAILING ADDRESS (STREET NUMBER AND NAME, CITY, STATE, ZIP CODE)

SECTION 2. ADMINISTRATOR INFORMATION

DOES THIS PROVIDER USE THE SERVICES OF ONE OR MORE ADMINISTRATORS?

Yes No If yes, state the name and address of each administrator below (attach additional pages, if necessary)

ADMINISTRATOR NAME

BUSINESS ADDRESS (STREET NUMBER AND NAME, CITY, STATE, ZIP CODE)

MAILING ADDRESS (STREET NUMBER AND NAME, CITY, STATE, ZIP CODE)

ADMINISTRATOR NAME

BUSINESS ADDRESS (STREET NUMBER AND NAME, CITY, STATE, ZIP CODE)

MAILING ADDRESS (STREET NUMBER AND NAME, CITY, STATE, ZIP CODE)

SECTION 3. FINANCIAL RESPONSIBILITY

How will this Provider assure the faithful performance of the provider's obligations to its contract holder? Check which one of the following methods this Provider will use to assure such performance:

- Insure all service contracts under a reimbursement insurance policy issued by an insurer authorized to transact insurance in this state (if checked, a copy of entire insurance policy must be attached to this Provider Exhibit).
- Maintain a funded reserve account and place in trust with the Missouri Department of Insurance, Financial Institutions and Professional Registration a financial security deposit (if checked, registration is not complete until the Department states in writing that it has confirmed such reserve account and financial security deposit). If applicable, attach surety bond.
- Maintains a net worth of at least one hundred million dollars (\$100,000,000) (if checked, one of the following must be attached [check applicable attachment(s)]):
 - Provider's most recent Form 10-K filed with the Securities and Exchange Commission (SEC)
 - Provider's audited financial statements, which must be (1) prepared as of the end of a calendar quarter ending no more than one year prior to the filing of this Provider Exhibit; (2) prepared in accordance with accounting principles generally accepted in the United State of America (USA); and (3) audited by an independent certified public accountant (CPA) in accordance with auditing standards generally accepted in the USA, the report of which CPA accompanies such financial statements.

- The Provider's parent company's written agreement to guarantee the obligations of the Provider relating to service contracts sold by the Provider in this state **and** one of the following (check applicable additional attachment):
 - Provider's parent company's most recent Form 10-K filed with the Securities and Exchange Commission (SEC).
 - Provider's parent company's audited financial statements, which must be: (1) prepared as of the end of a calendar quarter ending no more than one year prior to the filing of this Provider Exhibit; (2) prepared in accordance with accounting principles generally accepted in the United States of America (USA); and (3) audited by an independent certified public accountant (CPA) in accordance with auditing standards generally accepted in the USA, the report of which CPA accompanies such financial statements.

SECTION 4. ATTACHMENTS

Attach:

A. If the provider is not an individual, attach a certified copy of the provider's certificate of good standing, fictitious name registration, or similar certification, from the Missouri Secretary of State.

B. Any attachments required by Sections 1, 2 or 3.

The undersigned affirms or swears that (1) the information stated in this registration and any attachments thereto is true and correct to the best of his or her belief, information and knowledge, and (2) the undersigned has read and understood the legal requirements printed with this form.

PRINT NAME

TELEPHONE NUMBER	EMAIL
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NOTARY PUBLIC EMBOSSEER OR BLACK INK RUBBER STAMP SEAL	STATE	COUNTY (OR CITY OF ST. LOUIS)	
	SUBSCRIBED AND SWORN BEFORE ME, THIS		
	DAY OF	YEAR	USE RUBBER STAMP IN CLEAR AREA BELOW.
	NOTARY PUBLIC SIGNATURE	MY COMMISSION EXPIRES	
NOTARY PUBLIC NAME (TYPED OR PRINTED)			

385.202. 1. Service contracts shall not be issued, sold, or offered for sale in this state unless the provider or its designee has:

- (1) Provided a receipt for the purchase of the service contract to the contract holder at the date of purchase;
- (2) Provided a copy of the service contract to the service contract holder within a reasonable period of time from the date of purchase; and;
- (3) Complied with the provisions of section 385.200 to 385.220.

385.204. Reimbursement insurance policies insuring service contract issued, sold, or offered for sale in this state shall conspicuously state that, upon failure of the provider to perform under the contract, such as failure to return the unearned provider fee, the insurer that issued the policy shall pay on behalf of the provider any sums the provider is legally obligated to pay or shall provide the service which the provider is legally obligated to perform according to the provider's contractual obligations under the service contracts issued or sold by the provider.

385.206. 1. Service contracts issued, sold, or offered for sale in this state shall be written in clear, understandable language and the entire contract shall be printed or typed in easy to read ten point type or larger and conspicuously disclose the requirements in this section, as applicable.

2. Service contracts insured under a reimbursement insurance policy pursuant to subsection 3 of section 407.1203 shall contain a statement in substantially the following form: "Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurance company." A claim against the provider shall also include a claim for return of the unearned provider fee. The service contract shall also conspicuously state the name and address of the insurer.

3. Service contracts not insured under a reimbursement insurance policy...shall contain a statement in substantially the following form: "Obligations of the provider under this service contract are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a service contract reimbursement insurance policy." A claim against the provider shall also include a claim for return of the unearned provider fee. The service contract shall also conspicuously state the name and address of the provider.

4. Service contract shall identify any provider, the provider obligated to perform the service under the contract, the service contract seller, and the service contract holder to the extent that the name and address of the service contract holder has been furnished by the service contract holder.

5. Service contracts shall conspicuously state the total purchase price and the terms under which the service contract is sold. The purchase price is not required to be pre-printed on the service contract and may be negotiated at the time of sale with the service contract holder.

6. If prior approval of repair work is required, the service contracts shall conspicuously state the procedure for obtaining prior approval and for making a claim, including a toll-free telephone number for claim service and a procedure for obtaining emergency repairs performed outside of normal business hours.

7. Service contracts shall conspicuously state the existence of any deductible amount.

8. Service contracts shall specify the merchandise and services to be provided and any limitations, exceptions, and exclusions.

9. Service contracts shall state the conditions upon which the use of nonoriginal manufacturer's parts, or substitute service, may be allowed. Conditions stated shall comply with applicable state and federal laws.

10. Service contracts shall state any terms, restrictions, or conditions governing the transferability of the service contract.

11. Service contracts shall state the terms, restrictions, or conditions governing termination of the service contract by the service contract holder. The provider of the service contract shall mail a written notice to the contract holder within fifteen days of the date of termination.

12. Service contracts shall require every provider to permit the service contract holder to return the contract within at least twenty business days of the date of mailing of the service contract or within at least ten days if the service contract is delivered at the time of sale or within a longer time period permitted under the contract. If no claims has been made under the contract, the contract is void and the provider shall refund to the contract holder the full purchase price of the contract. A ten percent penalty per month shall be added to a refund that is not paid within thirty days of return of the contract to the provider. The applicable free-look time periods on service contracts shall only apply to the original service contract purchaser.

13. Service contracts shall set forth all of the obligations and duties of the service contract holder, such as the duty to protect against any further damage and the requirement for certain service and maintenance.

14. Service contracts shall clearly state whether or not the service contract provides for or excludes consequential damages or preexisting conditions.

385.208. 1. A provider shall not use in its name the words insurance, casualty, guaranty, surety, mutual, or any other words descriptive of the insurance, casualty, guaranty, or surety business; or a name deceptively similar to the name or description of any insurance or surety corporation, or any other provider. This section shall not apply to a company that was using any of the prohibited language in its name prior to August 29, 2004. However, a company using the prohibited language in its name shall conspicuously disclose in its service contract the following statement: "This agreement is not an insurance contract."

2. A provider or its representative shall not in its service contracts or literature make, permit or cause to be made any false or misleading statement, or deliberately omit any material statement that would be considered misleading if omitted, in connect with the sale, offer to sell or advertisement of a service contract.

3. A person, such as a bank, savings and loan association, lending institution, manufacturer or seller of any product, shall not require the purchase of a service contract as a condition of a loan or a condition for the sale of any property.

385.210. 1. An provider, provider, or other intermediary shall keep accurate accounts, books, and records concerning transactions regulated by sections 385.200 to 385.220/

2. An provider's, provider's, or other intermediary's accounts, books, and records shall include:

(1) Copies of each type of service contract holder to the extent that the name and address have been furnished by the service contract holder;

(2) The name and address of each service contract holder to the extent that the name and address have been furnished by the service contract holder;

(3) A list of the provider locations where service contracts are marketed, sold, or offered for sale; and

(4) Claims files which shall contain at least the dates, amounts, and description of all receipts, claims, and expenditures related to the service contracts.

3. Except as provided in this section, an provider shall retain all records pertaining to each service contract holder for at least three years after the specified period of coverage has expired.

4. An provider, provider, or other intermediary may keep all records required to pursuant to section 385.200 to 385.220 on a computer disk or other similar technology. If an provider, provider, or other intermediary maintains records in other than hard copy, records shall be accessible from a computer terminal available to the director and be capable of duplication to legible hard copy.

5. An provider, provider, or other intermediary discontinuing business in this state shall maintain its records until it furnishes the director satisfactory proof that it has discharged all obligations to the contract holders in this state.

6. An provider, provider, or other intermediary shall make all accounts, books, and records concerning transactions regulated pursuant to sections 385.200 to 385.220 or other pertinent laws available to the director upon request.

385.212. As applicable, an insurer that issued a reimbursement insurance policy shall not terminate the policy until a notice of termination, in a form and time frame prescribed by the director, has been mailed or delivered to the director. The termination of a reimbursement insurance policy shall not reduce the issuer's responsibility for service contracts issued by providers prior to the date of the termination.

385.214. 1. Providers are considered to be the agent of the insurer that issued the reimbursement insurance policy. In cases where a provider is acting as an provider and enlists other providers, the provider acting as the provider shall notify the insurer of the existence and identities of the other providers.

2. The provisions of sections 385.200 to 385.220 shall not prevent or limit the right of an insurer which issued a reimbursement insurance policy to seek indemnification or subrogation against a provider if the insurer pays or is obligated to pay the service contract holder sums that the provider was obligated to pay pursuant to the provisions of the service contract or under a contractual agreement.