
THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 316 Session of
2013

INTRODUCED BY GREENLEAF, VULAKOVICH AND FARNESE,
JANUARY 25, 2013

REFERRED TO BANKING AND INSURANCE, JANUARY 25, 2013

AN ACT

1 Providing for the regulation of service contracts and for powers
2 and duties of the Insurance Commissioner; and imposing a
3 civil penalty.

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3 The General Assembly of the Commonwealth of Pennsylvania
4 hereby enacts as follows:

5 Section 1. Short title.

6 This act shall be known and may be cited as the Service
7 Contract Act.

8 Section 2. Legislative intent.

9 The purpose of this act is to create a legal framework within
10 which service contracts may be marketed, sold, offered for sale,
11 issued, made, proposed to be made and administered in this
12 Commonwealth.

13 Section 3. Definitions.

14 The following words and phrases when used in this act shall
15 have the meanings given to them in this section unless the
16 context clearly indicates otherwise:

17 "Administrator." The person that is responsible for the
18 administration of service contracts or the service contracts
19 plan or is responsible for any submission required by this act.

20 "Commissioner." The Insurance Commissioner of the
21 Commonwealth.

22 "Consumer." A natural person who buys, other than for
23 purposes of resale, any tangible personal property that is
24 distributed in commerce and that is normally used for personal,
25 family or household purposes and not for business or research
26 purposes.

27 "Contractholder." A person that is the purchaser or holder
28 of a service contract.

29 "Maintenance agreement." A contract of limited duration that
30 provides for scheduled maintenance only and does not provide for

1 repair or replacement.

2 "Motor vehicle." A motorized device designed to transport up
3 to 15 passengers. The term includes a self-propelled motor home
4 or recreational vehicle, non-self-propelled camping and
5 recreational trailer, off-road vehicle and trailer designed to
6 transport an off-road vehicle. The term also includes any
7 motorized watercraft and non-self-propelled trailer used to
8 transport such watercraft on land.

9 "Motor vehicle manufacturer." A person or entity that:

10 (1) manufactures or produces motor vehicles and sells
11 motor vehicles under its own name or label;

12 (2) is a wholly owned subsidiary of the person that
13 manufactures or produces motor vehicles;

14 (3) is a corporation which owns 100% of the person that
15 manufactures or produces motor vehicles;

16 (4) does not manufacture or produce motor vehicles but
17 sells motor vehicles under the trade name or label of another
18 person that manufactures or produces motor vehicles;

19 (5) manufactures or produces motor vehicles and sells
20 such motor vehicles under the trade name or label of another
21 person that manufactures or produces motor vehicles; or

22 (6) does not manufacture or produce motor vehicles but,
23 pursuant to a written contract, licenses the use of its trade
24 name or label to another person that manufactures or produces
25 motor vehicles and that sells motor vehicles under the
26 licensor's trade name or label.

27 "Nonoriginal manufacturer's parts." Replacement parts not
28 made for or by the original manufacturer of the part, commonly
29 referred to as after-market parts.

30 "Person." An individual, partnership, corporation,

1 incorporated or unincorporated association, joint stock company,
2 reciprocal, syndicate or any similar entity or combination of
3 entities acting in concert.

4 "Premium." The consideration paid to an insurer for a
5 reimbursement insurance policy.

6 "Provider." A person that is contractually obligated to the
7 contractholder under the terms of the service contract.

8 "Provider fee." The consideration paid for a service
9 contract.

10 "Reimbursement insurance policy." A policy of insurance
11 issued to a provider to either provide reimbursement to the
12 provider under the terms of the insured service contracts issued
13 or sold by the provider or, in the event of the provider's
14 nonperformance, to pay on behalf of the provider all covered
15 contractual obligations incurred by the provider under the terms
16 of the insured service contracts issued or sold by the provider.

17 "Service contract." A contract or agreement for a separately
18 stated consideration for a specific duration to perform the
19 repair, replacement or maintenance of property or
20 indemnification for repair, replacement or maintenance, for the
21 operational or structural failure of any motor vehicle or
22 residential or other property due to a defect in materials,
23 workmanship, inherent defect or normal wear and tear, with or
24 without additional provisions for incidental payment of
25 indemnity under limited circumstances, including, but not
26 limited to, towing, rental and emergency road service and road
27 hazard protection. The term includes contracts that provide for
28 the repair, replacement or maintenance of property for damage
29 resulting from power surges or interruption and accidental
30 damage from handling. The term also includes a contract or

1 agreement sold for a separately stated consideration for a
2 specific duration that provides for any of the following:

3 (1) the repair or replacement or indemnification for the
4 repair or replacement of a motor vehicle for the operational
5 or structural failure of one or more parts or systems of the
6 motor vehicle brought about by the failure of an additive
7 product to perform as represented;

8 (2) the repair or replacement of tires or wheels on a
9 motor vehicle damaged as a result of coming into contact with
10 road hazards, including, but not limited to, potholes, rocks,
11 wood debris, metal parts, glass, plastic, curbs or composite
12 scraps;

13 (3) the removal of dents, dings or creases on a motor
14 vehicle that can be repaired using the process of paintless
15 dent removal without affecting the existing paint finish and
16 without replacing vehicle body panels, sanding, bonding or
17 painting;

18 (4) the repair of small motor vehicle windshield chips
19 or cracks, but not the replacement of the entire windshield;
20 or

21 (5) the repair of damage to the interior components of a
22 motor vehicle caused by wear and tear, but not the
23 replacement of any part or component of a motor vehicle's
24 interior.

25 "Warranty." An agreement between the manufacturer, importer
26 or seller of property or services and the consumer that:

27 (1) Is made solely by the manufacturer, importer or
28 seller of property or services without consideration.

29 (2) Is not negotiated or separated from the sale of the
30 product.

1 (3) Is incidental to the sale of the product.

2 (4) Guarantees indemnity for defective parts, mechanical
3 or electrical breakdown, labor or other remedial measures,
4 such as repair or replacement of the property or repetition
5 of services.

6 Section 4. Exemptions.

7 The following agreements are exempt from this act:

8 (1) Warranties.

9 (2) Maintenance agreements.

10 (3) Warranties, service contracts or maintenance
11 agreements offered by public utilities on their transmission
12 devices to the extent they are regulated by the Pennsylvania
13 Public Utility Commission.

14 (4) Service contracts sold or offered for sale to
15 persons other than consumers.

16 (5) Service contracts on tangible property where the
17 tangible property for which the service contract is sold has
18 a purchase price of \$100 or less, exclusive of sales tax.

19 (6) Mechanical breakdown insurance policies issued by a
20 licensed insurer.

21 Section 5. Limited exemption.

22 Motor vehicle manufacturer's service contracts on the motor
23 vehicle manufacturer's products need only comply with sections
24 6(f), 8(a), (d), (e), (f), (g), (h), (i), (j), (k) and (l), 9
25 and 12, as applicable.

26 Section 6. Requirements.

27 (a) Issuance or sale of service contracts.--Service
28 contracts shall not be issued, sold or offered for sale by a
29 provider in this Commonwealth unless the provider has:

30 (1) Provided a receipt for or other written evidence of

1 the purchase of the service contract to the contractholder.

2 (2) Provided a copy of the service contract to the
3 contractholder within a reasonable period of time from the
4 date of purchase.

5 (b) Administrator.--A provider may, but is not required to,
6 appoint an administrator or other designee to be responsible for
7 any or all of the administration of service contracts and
8 compliance with this act.

9 (c) Registration.--Each provider of service contracts sold
10 in this Commonwealth shall file a registration with the
11 commissioner consisting of the provider's full name, full
12 corporate address, telephone number and contact person and any
13 designated person located in this Commonwealth for service of
14 process. Each provider shall pay to the commissioner a fee in
15 the amount of \$600 upon initial registration and every two years
16 thereafter. The registration need only be updated by written
17 notification to the commissioner if material changes occur in
18 the registration on file.

19 (d) Performance of obligations.--In order to assure the
20 faithful performance of a provider's obligations to its
21 contractholders, each provider shall satisfy one of the
22 following requirements:

23 (1) Insure all service contracts under a reimbursement
24 insurance policy issued by an insurer licensed, registered or
25 otherwise authorized to do business in this Commonwealth and
26 either:

27 (i) at the time the policy is filed with the
28 commissioner, and continuously thereafter:

29 (A) maintain surplus as to policyholders and
30 paid-in capital of at least \$15,000,000; and

1 (B) annually file copies of the insurer's
2 financial statements, its annual statement to the
3 National Association of Insurance Commissioners and
4 the actuarial certification required by and filed in
5 the insurer's state of domicile; or

6 (ii) at the time the policy is filed with the
7 commissioner, and continuously thereafter:

8 (A) maintain surplus as to policyholders and
9 paid-in capital of less than \$15,000,000, but at
10 least equal to \$10,000,000;

11 (B) demonstrate to the satisfaction of the
12 commissioner that the company maintains a ratio of
13 net written premiums, wherever written, to surplus as
14 to policyholders and paid-in capital of not greater
15 than 3 to 1; and

16 (C) annually file copies of the insurer's
17 audited financial statements, its annual statement to
18 the National Association of Insurance Commissioners
19 and actuarial certification required by and filed in
20 the insurer's state of domicile.

21 (2) (i) Maintain a funded reserve account for its
22 obligations under its contracts issued and outstanding in
23 this Commonwealth. The reserves shall not be less than
24 40% of gross consideration received, less claims paid, on
25 the sale of the service contract for all in-force
26 contracts ((Gross Consideration x 40%) - Claims Paid) in
27 this Commonwealth. The reserve account shall be subject
28 to examination and review by the commissioner.

29 (ii) Place in trust with the commissioner a
30 financial security deposit, having a value of not less

1 than 5% of the gross consideration received, less claims
2 paid, on the sale of the service contract for all service
3 contracts issued and in force in this Commonwealth, but
4 not less than \$25,000, consisting of one of the
5 following:

6 (A) A surety bond issued by an authorized
7 surety.

8 (B) Securities of the type eligible for deposit
9 by authorized insurers in this Commonwealth.

10 (C) Cash.

11 (D) A letter of credit issued by a qualified
12 financial institution.

13 (E) Another form of security prescribed by
14 regulations issued by the commissioner.

15 (3) (i) Maintain, or together with its parent company
16 maintain, a net worth or stockholders' equity of
17 \$100,000,000.

18 (ii) Upon request, provide the commissioner with a
19 copy of the provider's or the provider's parent company's
20 most recent Form 10-K or Form 20-F filed with the
21 Securities and Exchange Commission (SEC) within the last
22 calendar year or, if the company does not file with the
23 SEC, a copy of the company's financial statements which
24 shows a net worth of the provider or its parent company
25 of at least \$100,000,000. If the provider's parent
26 company's Form 10-K, Form 20-F or financial statements
27 are filed to meet the provider's financial stability
28 requirement, then the parent company shall agree to
29 guarantee the obligations of the provider relating to
30 service contracts sold by the provider in this

1 Commonwealth.

2 (e) Financial security requirements.--Except for the
3 requirements specified in subsections (c) and (d), no other
4 financial security requirements shall be required by the
5 commissioner for service contract providers.

6 (f) Return.--

7 (1) Service contracts shall require the provider to
8 permit the contractholder to return the service contract
9 within 20 days of the date the service contract was mailed to
10 the contractholder or within ten days of delivery if the
11 service contract is delivered to the contractholder at the
12 time of sale or within a longer time period permitted under
13 the service contract.

14 (2) (i) Upon return of the service contract to the
15 provider within the applicable time period, if no claim
16 has been made under the service contract prior to its
17 return to the provider, the service contract is void and
18 the provider shall refund the contractholder or credit
19 the account of the contractholder the full purchase price
20 of the service contract.

21 (ii) If a claim has been made under the service
22 contract within that time period, a service
23 contractholder may cancel the service contract and the
24 provider shall refund the contractholder 100% of the
25 unearned pro rata provider fee, less any claims paid. A
26 reasonable administrative fee may be charged by the
27 provider not to exceed 10% of the gross provider fee paid
28 by the service contractholder.

29 (3) The right to void the service contract provided in
30 this subsection is not transferable and shall apply only to

1 the original service contract purchaser and only if no claim
2 has been made prior to its return to the provider.

3 (4) A 10% penalty per month shall be added to a refund
4 that is not paid or credited within 45 days after return of
5 the service contract to the provider.

6 (g) Premium taxes.--

7 (1) Provider fees collected on service contracts shall
8 not be subject to premium taxes.

9 (2) Premiums for reimbursement insurance policies shall
10 be subject to applicable taxes.

11 (h) Licensing requirement exemption.--

12 (1) Except for the registration requirements in
13 subsection (c), providers and related service contract
14 sellers, administrators and other persons marketing, selling
15 or offering to sell service contracts are exempt from any
16 licensing requirements of this Commonwealth.

17 (2) The marketing, sale, offering for sale, issuance,
18 making, proposing to make and administration of service
19 contracts by providers and related service contract sellers,
20 administrators and other persons shall be exempt from
21 provisions of law of this Commonwealth pertaining to
22 insurance.

23 (i) Sample copy.--A provider shall provide a consumer with a
24 complete sample copy of the service contract terms and
25 conditions prior to the time of sale upon a request for the same
26 by the consumer. A provider may comply with this provision by
27 providing the consumer with a complete sample copy of the terms
28 and conditions or by directing the consumer to a website
29 containing a complete sample copy of the terms and conditions of
30 the service contract.

1 Section 7. Reimbursement insurance policies.

2 (a) Requirements.--Reimbursement insurance policies insuring
3 service contracts issued, sold or offered for sale in this
4 Commonwealth shall state that the insurer that issued the
5 reimbursement insurance policy shall either reimburse or pay on
6 behalf of the provider any covered sums the provider is legally
7 obligated to pay or, in the event of the provider's
8 nonperformance, shall provide the service which the provider is
9 legally obligated to perform according to the provider's
10 contractual obligations under the service contracts issued or
11 sold by the provider.

12 (b) Direct reimbursement.--In the event covered service is
13 not provided by the service contract provider within 60 days of
14 proof of loss by the contractholder, the contractholder is
15 entitled to apply directly to the reimbursement insurance
16 company.

17 Section 8. Required disclosures.

18 (a) General rule.--Service contracts marketed, sold, offered
19 for sale, issued, made, proposed to be made or administered in
20 this Commonwealth shall be written, printed or typed in clear,
21 understandable language and shall disclose the requirements set
22 forth in this section, as applicable.

23 (b) Insured service contracts.--All service contracts shall
24 state the name and address of the insurer. Service contracts
25 insured under a reimbursement insurance policy under section
26 6(d)(1) shall contain a statement in substantially the following
27 form: Obligations of the provider under this service contract
28 are insured under a service contract reimbursement insurance
29 policy.

30 (c) Uninsured service contracts.--Service contracts not

1 insured under a reimbursement insurance policy under section
2 6(d)(1) shall contain a statement in substantially the following
3 form: Obligations of the provider under this service contract
4 are backed by the full faith and credit of the provider.

5 (d) Name and address.--Service contracts shall state the
6 name and address of the provider and shall identify any
7 administrator if different from the provider, the service
8 contract seller and the contractholder to the extent that the
9 name of the contractholder has been furnished by the
10 contractholder. The identities of such parties are not required
11 to be preprinted on the service contract and may be added to the
12 service contract at the time of sale.

13 (e) Total purchase price and terms.--Service contracts shall
14 state the total purchase price and the terms under which a
15 service contract is sold. The purchase price is not required to
16 be preprinted on the service contract and may be negotiated at
17 the time of sale with the contractholder.

18 (f) Deductible amounts.--Service contracts shall state the
19 existence of any deductible amount, if applicable.

20 (g) Identification of merchandise and services.--Service
21 contracts shall specify the merchandise and services to be
22 provided and any limitations, exceptions or exclusions.

23 (h) Nonoriginal manufacturer's parts.--Service contracts
24 covering motor vehicles shall state whether the use of the
25 nonoriginal manufacturer's parts is allowed.

26 (i) Transferability.--Service contracts shall state any
27 restrictions governing the transferability of the service
28 contract, if applicable.

29 (j) Cancellation.--

30 (1) (i) Service contracts shall state the terms,

1 restrictions or conditions governing cancellation of the
2 service contract prior to the termination or expiration
3 date of the service contract by either the provider or
4 the contractholder.

5 (ii) The provider of the service contract shall mail
6 a written notice to the contractholder at the last known
7 address of the contractholder contained in the records of
8 the provider at least 20 days prior to cancellation by
9 the provider.

10 (2) Prior notice is not required if the reason for
11 cancellation is any of the following:

12 (i) Nonpayment of the provider fee.

13 (ii) A material misrepresentation by the
14 contractholder to the provider.

15 (iii) A substantial breach of duties by the
16 contractholder relating to the covered product or its
17 use.

18 (3) The notice shall state the effective date of the
19 cancellation and the reason for the cancellation.

20 (k) Obligations and duties.--Service contracts shall set
21 forth all the obligations and duties of the contractholder, such
22 as the duty to protect against any further damages and any
23 requirements to follow the owner's manual.

24 (l) Consequential damages.--Service contracts shall state
25 whether or not the service contract provides for or excludes
26 consequential damages, if applicable. Service contracts shall
27 also state whether the agreement accounts for preexisting
28 conditions. Service contracts may, but are not required to,
29 cover damage resulting from rust, corrosion or damage caused by
30 a noncovered part or system.

1 (m) Approval of repair work.--If prior approval of repair
2 work is required, a service contract shall state the procedure
3 for obtaining prior approval and for making a claim, including a
4 toll-free telephone number for claim service and a procedure for
5 obtaining emergency repairs performed outside normal business
6 hours.

7 Section 9. Prohibitions.

8 (a) Descriptions.--

9 (1) A provider shall not use in its name the words
10 "insurance," "casualty," "surety," "mutual" or any other
11 words descriptive of the insurance, casualty or surety
12 business or a name deceptively similar to the name or
13 description of any insurance or surety corporation or to the
14 name of any other provider. The word "guaranty" or similar
15 word may be used by a provider.

16 (2) This subsection shall not apply to a company that
17 was using any of the prohibited language in its name prior to
18 the effective date of this act. However, a company using the
19 prohibited language in its name shall include in its service
20 contracts a statement in substantially the following form:
21 This agreement is not an insurance contract.

22 (b) False or misleading statements.--A provider or its
23 representative shall not in its service contracts or literature
24 make, permit or cause to be made any false or misleading
25 statement or deliberately omit any material statement that would
26 be considered misleading if omitted.

27 (c) Purchase not required.--A person shall not require the
28 purchase of a service contract as a condition of a loan or a
29 condition for the sale of any property.

30 (d) Motor vehicle service contract.--A motor vehicle service

1 contract provider or its representative shall not, directly or
2 indirectly, represent in any manner, whether by written
3 solicitation or telemarketing, a false, deceptive or misleading
4 statement with respect to:

5 (1) the provider's affiliation with a motor vehicle
6 manufacturer;

7 (2) the provider's possession of information regarding a
8 motor vehicle owner's current motor vehicle manufacturer's
9 original equipment warranty;

10 (3) the expiration of a motor vehicle owner's current
11 motor vehicle manufacturer's original equipment warranty; or

12 (4) a requirement that a motor vehicle owner register
13 for a new motor vehicle service contract with the provider in
14 order to maintain coverage under the motor vehicle owner's
15 current motor vehicle service contract or manufacturer's
16 original equipment warranty.

17 Section 10. Recordkeeping.

18 (a) Books and records.--The provider shall keep accurate
19 accounts, books and records concerning transactions regulated
20 under this act.

21 (b) Requirements.--The provider's accounts, books and
22 records shall include the following:

23 (1) Copies of each type of service contract sold.

24 (2) The name and address of each contractholder to the
25 extent that the name and address have been furnished by the
26 contractholder.

27 (3) A list of the locations where service contracts are
28 marketed, sold or offered for sale.

29 (4) Written claims files which shall contain at least
30 the dates and descriptions of claims related to the service

1 contracts.

2 (c) Retaining records.--Except as provided in subsection
3 (d), the provider shall retain all records required to be
4 maintained by this section for at least two years after the
5 specified period of coverage has expired.

6 (d) Recordkeeping technology.--The records required under
7 this act may be maintained on a computer disk or other
8 recordkeeping technology. If the records are maintained in other
9 than hard copy, the records shall be capable of duplication to
10 legible hard copy at the request of the commissioner.

11 (e) Providers discontinuing business.--A provider
12 discontinuing business in this Commonwealth shall maintain its
13 records until it furnishes the commissioner satisfactory proof
14 that it has discharged all obligations to contractholders in
15 this Commonwealth.

16 Section 11. Cancellation of reimbursement insurance policy.

17 As applicable, an insurer that issued a reimbursement
18 insurance policy shall not terminate the policy until a notice
19 of termination in accordance with 40 Pa.C.S. § 6124(c) (relating
20 to rates and contracts) has been mailed or delivered to the
21 commissioner. The termination of a reimbursement insurance
22 policy shall not reduce the issuer's responsibility for service
23 contracts issued by providers prior to the date of the
24 termination.

25 Section 12. Obligation of reimbursement insurance policy
26 insurers.

27 (a) Payment of provider fees.--Insurers issuing
28 reimbursement insurance to providers are deemed to have received
29 the premiums for such insurance upon the payment of provider
30 fees by consumers for service contracts issued by such insured

1 providers.

2 (b) Indemnification and subrogation.--This act shall not
3 prevent or limit the right of an insurer which issued a
4 reimbursement insurance policy to seek indemnification or
5 subrogation against a provider if the issuer pays or is
6 obligated to pay the contractholder sums that the provider was
7 obligated to pay pursuant to the provisions of the service
8 contract.

9 Section 13. Enforcement.

10 (a) Examination.--

11 (1) The commissioner may conduct examinations of
12 providers, administrators, insurers or other persons to
13 enforce the provisions of this act and protect
14 contractholders in this Commonwealth.

15 (2) Upon request of the commissioner, the provider shall
16 make all accounts, books and records concerning service
17 contracts sold by the provider available to the commissioner
18 which are necessary to enable the commissioner to reasonably
19 determine compliance or noncompliance with this act.

20 (b) Other action.--The commissioner may take action
21 authorized by law which is necessary or appropriate to enforce
22 this act and the commissioner's regulations and orders and to
23 protect contractholders in this Commonwealth.

24 (c) Orders.--The commissioner may issue any of the following
25 orders to a provider that violates this act or the
26 commissioner's regulations or orders:

27 (1) An order to cease and desist from committing
28 violations of this act or the commissioner's regulations or
29 orders.

30 (2) An order prohibiting the provider from selling or

1 offering for sale service contracts in violation of this act.

2 (3) An order imposing a civil penalty on the provider.

3 (d) Aggrieved persons.--A person aggrieved by an order
4 issued under this section may request a hearing before the
5 commissioner. The hearing request must be filed with the
6 commissioner within 20 days of the date the commissioner's order
7 is effective.

8 (e) Order pending hearing outcome.--If a hearing is
9 requested under subsection (d), an order issued by the
10 commissioner under this section shall be suspended from the
11 original effective date of the order until completion of the
12 hearing and final decision of the commissioner.

13 (f) Justification of order.--At the hearing, the burden
14 shall be on the commissioner to show why the order issued under
15 this section is justified. The procedural provisions of the act
16 of May 17, 1921 (P.L.682, No.284), known as The Insurance
17 Company Law of 1921, shall apply to a hearing requested under
18 this section.

19 (g) Actions initiated by commissioner.--

20 (1) The commissioner may bring an action in any court of
21 competent jurisdiction for an injunction or other appropriate
22 relief to enjoin threatened or existing violations of this
23 act or of the commissioner's orders or regulations.

24 (2) An action filed under this subsection may also seek
25 restitution on behalf of persons aggrieved by a violation of
26 this act or orders or regulations of the commissioner.

27 (h) Penalty.--

28 (1) A person that is found to have violated this act or
29 orders or regulations of the commissioner may be assessed a
30 civil penalty in an amount determined by the commissioner of

1 not more than \$500 per violation and no more than \$10,000 in
2 the aggregate for all violations of a similar nature.

3 (2) For purposes of this section, violations shall be of
4 a similar nature if the violation consists of the same or
5 similar course of conduct, action or practice, irrespective
6 of the number of times the act, conduct or practice which is
7 determined to be a violation of this act occurred.

8 Section 14. Applicability.

9 (a) General rule.--This act shall apply to service contracts
10 issued on or after the effective date of this section.

11 (b) Limited grandfather provision.--A person engaged in the
12 service contract business, as a provider or otherwise, in this
13 Commonwealth on or before the effective date of this section,
14 that submits an application for registration as a provider under
15 this act within 30 days after the commissioner makes the
16 application available, may continue to engage in business as a
17 provider in this Commonwealth until final agency action is taken
18 by the commissioner regarding the registration application and
19 all rights to administrative and judicial review related to that
20 final agency action have been exhausted or have expired.

21 Section 15. Effective date.

22 This act shall take effect in 60 days.