§ 7902. Definitions. As used in this article:

(a) "Appliances" may include but are not limited to electrical or mechanical appliances sold separately or included with the sale of residential real property such as refrigerators, stoves, ovens, clothes washers and dryers and dishwashers.

(b) "Administrator" means any person designated by a provider to be responsible for administration of service contracts, including servicing, claims management and processing, recordkeeping, customer service and collection of fees.

(c) "Incidental damages" has the meaning as set forth in subdivision one of section 2-715 of the uniform commercial code, as such definition may be amended from time to time.

(d) "Maintenance agreement" means a contract of limited duration that provides for scheduled maintenance of property, other than contracts providing for the repair or replacement of such property due to a defect in materials or workmanship or wear and tear.

(e) "Non-original manufacturers' parts" means replacement parts not made for or by the original manufacturer of the property, commonly referred to as "after market parts".

(f) "Person" means an individual, partnership, corporation, incorporated or unincorporated association, joint stock company, reciprocal, syndicate or any similar entity or combination of entities acting in concert.

(g) "Premium" means the consideration paid to an insurer for a service contract reimbursement insurance policy.

(h) "Provider" means a person who markets, sells, offers for sale, issues, makes or proposes to make or administers a service contract, and who is contractually obligated to provide service under a service contract.

(i) "Provider fee" means the total purchase price or consideration paid for a service contract.

(j) "Qualified United States financial institution" has the meaning set forth in the regulations as promulgated from time to time by the superintendent.

(k) "Service contract" means a contract or agreement, for a separate or additional consideration, for a specific duration to perform the repair, replacement or maintenance of property, or indemnification for

repair, replacement or maintenance, due to a defect in materials or workmanship or wear and tear, with or without additional provision for indemnity payments for incidental damages, provided any such indemnity payment per incident shall not exceed the purchase price of the property serviced. Service contracts may include towing, rental and emergency road service, and may also provide for the repair, replacement or maintenance of property for damage resulting from power surges and accidental damage from handling. Service contracts may also include contracts to repair, replace or maintain residential appliances and systems. Such term shall also mean a contract or agreement made (1) by or for the manufacturer or seller of a motor vehicle tire for repair or replacement of the tire or wheel as the result of damage arising from a road hazard, (2) by or for the supplier or seller of a service for repair of chips or cracks in a motor vehicle windshield, but not including services that involve the replacement of the entire windshield, (3) by or for the supplier or seller of a service for repair or removal of dents, dings or creases from a motor vehicle without affecting the existing paint finish using paintless dent repair techniques, but not including services that involve the replacement of vehicle body panels, or sanding, bonding or painting; and (4) by or for the supplier or seller of a service for repair or replacement of a motor vehicle key or key fob in the event that the key or key fob becomes inoperable, lost or stolen. In conjunction with a motor vehicle leased for personal use, such term shall also mean a contract to perform the repair, replacement or maintenance of property, or to provide indemnification for repair, replacement or maintenance, due to excess wear and use or damage for interior stains, rips or scratches or missing interior parts that result in a lease-end charge not otherwise covered by a service agreement or warranty, provided any such payment shall not exceed the purchase price of the vehicle.

(l) "Systems" means plumbing, electrical, heating, cooling, ventilation, and other systems used in residential real property, including without limitation:

(A) plumbing systems which include gas supply lines and fittings, water supply, waste and vent pipes and their fittings, septic tanks and their drain fields, water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well

and sewage disposal system;

(B) electrical systems which include all wiring, electrical boxes, switches, outlets, and connections up to the public utility connection; and

(C) heating, cooling and ventilation systems which include all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

(m) "Service contract holder" or "contract holder" means a person who is the purchaser or holder of a service contract.

(n) "Service contract reimbursement insurance policy" means a policy of service contract reimbursement insurance.