

CERTIFICATION OF ENROLLMENT

**ENGROSSED HOUSE BILL 1530**

61st Legislature  
2009 Regular Session

Passed by the House April 18, 2009  
Yeas 97 Nays 0

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**Speaker of the House of Representatives**

Passed by the Senate April 8, 2009  
Yeas 41 Nays 2

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**President of the Senate**

Approved

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**Governor of the State of Washington**

CERTIFICATE

I, Barbara Baker, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED HOUSE BILL 1530** as passed by the House of Representatives and the Senate on the dates hereon set forth.

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**Chief Clerk**

FILED

**Secretary of State  
State of Washington**

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ENGROSSED HOUSE BILL 1530

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AS AMENDED BY THE SENATE

Passed Legislature - 2009 Regular Session

State of Washington                      61st Legislature                      2009 Regular Session

By Representatives Kirby and Bailey

Read first time 01/22/09.      Referred to Committee on Financial  
Institutions & Insurance.

1            AN ACT Relating to creating the guaranteed asset protection waiver  
2 model act; amending RCW 63.14.010; adding a new chapter to Title 48  
3 RCW; and prescribing penalties.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5            NEW SECTION.    **Sec. 1.**    (1) The purpose of this chapter is to  
6 provide a framework within which guaranteed asset protection waivers  
7 are defined and may be offered within this state.

8            (2) This chapter does not apply to:

9            (a) An insurance policy offered by an insurer under this title; or

10           (b) A federally regulated financial institution operating under 12  
11 C.F.R. Part 37 of the office of the comptroller of the currency  
12 regulations or credit unions operating under 12 C.F.R. 721.3(g) of the  
13 national credit union administration regulations, or state regulated  
14 banks, credit unions, financial institutions operating pursuant to  
15 chapter 63.14 RCW, and consumer loan companies operating pursuant to  
16 chapter 31.04 RCW. However, an exempt federal or state chartered bank,  
17 credit union, or financial institution may elect to offer a guaranteed  
18 asset protection waiver that complies with sections 1, 2, and 4 through  
19 7 of this act.

1 (3) Guaranteed asset protection waivers are governed under this  
2 chapter and are exempt from all other provisions of this title, except  
3 RCW 48.02.060 and 48.02.080, chapter 48.04 RCW, and as provided in this  
4 chapter.

5 NEW SECTION. **Sec. 2.** The definitions in this section apply  
6 throughout this chapter unless the context clearly requires otherwise.

7 (1) "Administrator" means a person, other than an insurer or  
8 creditor that performs administrative or operational functions pursuant  
9 to guaranteed asset protection waiver programs.

10 (2) "Borrower" means a debtor, retail buyer, or lessee, under a  
11 finance agreement, or a person who receives a loan or enters into a  
12 retail installment contract to purchase or lease a motor vehicle or  
13 vessel under chapter 63.14 RCW.

14 (3) "Creditor" means:

15 (a) The lender in a loan or credit transaction;

16 (b) The lessor in a lease transaction;

17 (c) Any retail seller of motor vehicles that provides credit to  
18 retail buyers of motor vehicles provided the seller complies with this  
19 chapter;

20 (d) The seller in commercial retail installment transactions; or

21 (e) The assignees of any creditor under this subsection to whom the  
22 credit obligation is payable.

23 (4) "Finance agreement" means a loan, lease, or retail installment  
24 sales contract for the purchase or lease of a motor vehicle.

25 (5) "Free look period" means the period of time from the effective  
26 date of the waiver until the date the borrower may cancel the waiver  
27 without penalty, fees, or costs to the borrower. This period of time  
28 must not be shorter than thirty days.

29 (6) "Guaranteed asset protection waiver" or "waiver" means a  
30 contractual agreement wherein a creditor agrees for a separate charge  
31 to cancel or waive all or part of amounts due that creditor on a  
32 borrower's finance agreement with that creditor in the event of a total  
33 physical damage loss or unrecovered theft of the motor vehicle, which  
34 agreement must be part of, or a separate addendum to, the finance  
35 agreement.

36 (7) "Insurer" means an insurance company licensed, registered, or

1 otherwise authorized to do business under the insurance laws of this  
2 state.

3 (8) "Motor vehicle" means self-propelled or towed vehicles designed  
4 for personal or commercial use, including but not limited to  
5 automobiles, trucks, motorcycles, recreational vehicles, all-terrain  
6 vehicles, snowmobiles, campers, boats, personal watercraft, and  
7 motorcycle, boat, camper, and personal watercraft trailers.

8 (9) "Motor vehicle dealer" has the same meaning as "vehicle dealer"  
9 in RCW 46.70.011.

10 (10) "Person" includes an individual, company, association,  
11 organization, partnership, business trust, corporation, and every form  
12 of legal entity.

13 (11) "Retail buyer" means a person who buys or agrees to buy a  
14 motor vehicle or obtain motor vehicle services or agrees to have motor  
15 vehicle services rendered or furnished from a retail seller.

16 (12) "Retail seller" means a person engaged in the business of  
17 selling motor vehicles or motor vehicle services to retail buyers.

18 (13) "Unregistered marketers" means persons who offer for sale and  
19 sell guaranteed asset protection waivers who are not registered under  
20 this chapter and who are not otherwise exempt under this chapter.

21 NEW SECTION. **Sec. 3.** (1) This chapter applies only to guaranteed  
22 asset protection waivers for financing of motor vehicles as defined in  
23 this chapter. Any person or entity must register with the commissioner  
24 before marketing, offering for sale or selling a guaranteed asset  
25 protection waiver, and before acting as an obligor for a guaranteed  
26 asset protection waiver, in this state. However, a retail seller of  
27 motor vehicles that assigns more than eighty-five percent of  
28 guaranteed asset protection waiver agreements within thirty days of  
29 such agreements' effective date, or an insurer authorized to transact  
30 such insurance business in this state, are not required to register  
31 pursuant to this section. Failure of any retail seller of motor  
32 vehicles to assign one hundred percent of guaranteed asset protection  
33 waiver agreements within forty-five days of such agreements' effective  
34 date will result in that retail seller being required to comply with  
35 the registration requirements of this chapter.

36 (2) No person may market, offer for sale, or sell a guaranteed

1 asset protection waiver, or act as an obligor on a guaranteed asset  
2 protection waiver in this state without a registration as provided in  
3 this chapter, except as set forth in subsection (1) of this section.

4 (3) The application for registration must include the following:

5 (a) The applicant's name, address, and telephone number;

6 (b) The identities of the applicant's executive officers or other  
7 officers directly responsible for the waiver business;

8 (c) An application fee of two hundred fifty dollars, which shall be  
9 deposited into the guaranteed asset protection waiver account;

10 (d) A copy filed by the applicant with the commissioner of the  
11 waivers the applicant intends to offer in this state;

12 (e) A list of all unregistered marketers of guaranteed asset  
13 protection waivers on which the applicant will be the obligor;

14 (f) Such additional information as the commissioner may reasonably  
15 require.

16 (4) Once registered, the applicant shall keep the information  
17 required for registration current by reporting changes within thirty  
18 days after the end of the month in which the change occurs.

19 NEW SECTION. **Sec. 4.** (1) Waivers may be offered, sold, or  
20 provided to borrowers in this state in compliance with this chapter.

21 (2) Waivers may, at the option of the creditor, be sold for a  
22 single payment or may be offered with a monthly or periodic payment  
23 option.

24 (3) Notwithstanding any other provision of law, any cost to the  
25 borrower for a guaranteed asset protection waiver entered into in  
26 compliance with the truth in lending act (15 U.S.C. Sec. 1601 et seq.)  
27 and its implementing regulations, as amended, must be separately stated  
28 and is not to be considered a finance charge or interest.

29 (4) Nothing in this chapter prohibits a person who is registered,  
30 or is otherwise exempt from registration or exempt from this chapter,  
31 from insuring its waiver obligation through the purchase of a  
32 contractual liability policy or other insurance policy issued by an  
33 insurer authorized to transact such insurance in this state.

34 (5) The waiver remains a part of the finance agreement upon the  
35 assignment, sale, or transfer of the finance agreement by the creditor.

36 (6) Neither the extension of credit, the term of credit, nor the

1 term of the related motor vehicle sale or lease may be conditioned upon  
2 the purchase of a waiver.

3 (7) Any creditor that offers a waiver must report the sale of, and  
4 forward funds received on, all waivers to the designated party, if any,  
5 as prescribed in any applicable administrative services agreement,  
6 contractual liability policy, other insurance policy, or other  
7 specified program documents.

8 (8) Funds received or held by a creditor or administrator and  
9 belonging to an insurer, creditor, or administrator, under the terms of  
10 a written agreement, must be held by that creditor or administrator in  
11 a fiduciary capacity.

12 (9) If the guaranteed asset protection waiver is assigned, the name  
13 and address of the assignee must be mailed to the borrower within  
14 thirty days of the assignment. If at any time the name and address  
15 provided to the borrower by the initial creditor are no longer the  
16 valid point of contact to apply for waiver benefits, written notice  
17 will be mailed to the borrower within thirty days of the change stating  
18 the new name and address of the person or entity the borrower should  
19 contact to apply for waiver benefits. No waiver may be assigned to an  
20 entity that is not registered pursuant to this chapter, unless such  
21 entity is exempt from registration or unless the commissioner  
22 specifically authorizes such assignment.

23 (10) No person shall knowingly make, publish, or disseminate any  
24 false, deceptive, or misleading representation or advertising in the  
25 conduct of, or relative to, waiver business. Nor shall any person  
26 make, issue, or circulate, or cause to be made, issued, or circulated  
27 any misrepresentation of the terms or benefits of any waiver.

28 (11) A person or entity engaged in the guaranteed asset protection  
29 waiver business in this state may not refuse to sell or issue any  
30 guaranteed asset protection waiver because of the sex, marital status,  
31 or sexual orientation as defined in RCW 49.60.040, or the presence of  
32 any sensory, mental, or physical disability of the borrower or  
33 prospective borrower. The type of benefits, or any term, rate,  
34 condition, or type of coverage may not be restricted, modified,  
35 excluded, increased, or reduced on the basis of the presence of any  
36 sensory, mental, or physical disability of the borrower or prospective  
37 borrower.

1        NEW SECTION.    **Sec. 5.**    (1) Contractual liability or other insurance  
2 policies insuring waivers must state the obligation of the insurer to  
3 reimburse or pay to the creditor any sums the creditor is legally  
4 obligated to waive under the waivers issued by the creditor and  
5 purchased or held by the borrower. Contractual liability insurance or  
6 other insurance policies insuring waivers must not be purchased by the  
7 creditor as part of, or a rider to, vendor single-interest or  
8 collateral protection coverages as defined in RCW 48.22.110(4).

9        (2) Coverage under a contractual liability or other insurance  
10 policy insuring a waiver must also cover any subsequent assignee upon  
11 the assignment, sale, or transfer of the finance agreement.

12        (3) Coverage under a contractual liability or other insurance  
13 policy insuring a waiver must remain in effect unless canceled or  
14 terminated in compliance with applicable insurance laws of this state.

15        (4) The cancellation or termination of a contractual liability or  
16 other insurance policy must not reduce the insurer's responsibility for  
17 waivers issued by the creditor prior to the date of cancellation or  
18 termination and for which a premium has been received by the insurer.

19        NEW SECTION.    **Sec. 6.**    Guaranteed asset protection waivers must  
20 disclose, as applicable, in writing and in clear, understandable  
21 language that is easy to read, the following:

22        (1) The name and address of the initial creditor and the borrower  
23 at the time of sale, and the identity of any administrator if different  
24 from the creditor;

25        (2) The purchase price and the terms of the waiver, including  
26 without limitation, the requirements for protection, conditions, or  
27 exclusions associated with the waiver;

28        (3) That the borrower may cancel the waiver within a free look  
29 period as specified in the waiver, and will be entitled to a full  
30 refund of the purchase price, so long as no benefits have been  
31 provided; or in the event benefits have been provided, the borrower may  
32 receive a full or partial refund pursuant to the terms of the waiver;

33        (4) The procedure the borrower must follow, if any, to obtain  
34 waiver benefits under the terms and conditions of the waiver, including  
35 a telephone number and address where the borrower may apply for waiver  
36 benefits;

1 (5) Whether or not the waiver is cancellable after the free look  
2 period and the conditions under which it may be canceled or terminated  
3 including the procedures for requesting any refund due;

4 (6) That in order to receive any refund due in the event of a  
5 borrower's cancellation of the waiver agreement or early termination of  
6 the finance agreement after the free look period of the waiver, the  
7 borrower, in accordance with terms of the waiver, must provide a  
8 written request to cancel to the creditor, administrator, or such other  
9 party, within ninety days of the occurrence of the event terminating  
10 the finance agreement;

11 (7) The methodology for calculating any refund of the unearned  
12 purchase price of the waiver due, in the event of cancellation of the  
13 waiver or early termination of the finance agreement;

14 (8) That any refund of the purchase price for a waiver that was  
15 included in the financing of the motor vehicle or vessel may be applied  
16 by the creditor as a reduction of the overall amount owed under the  
17 finance agreement, rather than applying the refund strictly to the  
18 purchase price of the waiver. This disclosure must be conspicuously  
19 presented prior to the purchase of the waiver;

20 (9) That neither the extension of credit, the terms of the credit,  
21 nor the terms of the related motor vehicle sale or lease, may be  
22 conditioned upon the purchase of the waiver;

23 (10) That the guaranteed asset protection waiver is not credit  
24 insurance, nor does it eliminate the borrower's obligation to insure  
25 the motor vehicle as provided by laws of this state. Purchasing a  
26 guaranteed asset protection waiver does not eliminate the borrower's  
27 rights and obligations under the vendor single-interest and collateral  
28 protection coverage laws of this state.

29 NEW SECTION. **Sec. 7.** (1) Guaranteed asset protection waiver  
30 agreements may be cancellable or noncancellable after the free look  
31 period. Waivers must provide that if a borrower cancels a waiver  
32 within the free look period, the borrower will be entitled to a full  
33 refund of the purchase price, so long as no benefits have been  
34 provided; or in the event benefits have been provided, the borrower may  
35 receive a full or partial refund pursuant to the terms of the waiver.

36 (2) In the event of a borrower's cancellation of the waiver or  
37 early termination of the finance agreement, after the agreement has



1 been in effect beyond the free look period, the borrower may be  
2 entitled to a refund of any unearned portion of the purchase price of  
3 the waiver unless the waiver provides otherwise. In order to receive  
4 a refund, the borrower, in accordance with any applicable terms of the  
5 waiver, must provide a written request to the creditor, administrator,  
6 or other party, within ninety days of the event terminating the finance  
7 agreement.

8 (3) If the cancellation of a waiver occurs as a result of a default  
9 under the finance agreement or the repossession of the motor vehicle  
10 associated with the finance agreement, any refund due may be paid  
11 directly to the creditor or administrator and applied as set forth in  
12 subsection (4) of this section.

13 (4) Any cancellation refund under this section may be applied by  
14 the creditor as a reduction of the overall amount owed under the  
15 finance agreement, if the cost of the guaranteed asset protection  
16 waiver was included in the financing of the motor vehicle or vessel.

17 (5) Disclosure of how the refund may be applied by the creditor or  
18 administrator must be made in accordance with the provisions of section  
19 6(8) of this act.

20 NEW SECTION. **Sec. 8.** (1) The commissioner may, subject to chapter  
21 48.04 RCW, take action that is necessary or appropriate to enforce this  
22 chapter and to protect guaranteed asset protection waiver holders in  
23 this state, which includes:

24 (a) Suspending, revoking, or refusing to issue the registration of  
25 a person or entity if the registrant fails to comply with any provision  
26 of this chapter or fails to comply with any proper order or rule of the  
27 commissioner; and

28 (b) After hearing or with the consent of the registrant, and in  
29 addition to or in lieu of the suspension, revocation, or refusal to  
30 issue any registration, imposing a penalty of not more than two  
31 thousand dollars for each violation of this chapter.

32 (2) The commissioner may adopt rules to implement this chapter.

33 NEW SECTION. **Sec. 9.** (1) Any person who markets, offers for sale  
34 or sells a guaranteed asset protection waiver, or acts as an obligor  
35 for a guaranteed asset protection waiver without a registration, unless  
36 otherwise exempt from registration or exempt from this chapter, is

1 acting in violation of this section and is subject to the provisions of  
2 section 8 of this act. In addition, any person who knowingly violates  
3 this section is guilty of a class B felony punishable under chapter  
4 9A.20 RCW.

5 (2) Any criminal penalty imposed under this section is in addition  
6 to, and not in lieu of, any other civil or administrative penalty or  
7 sanction otherwise authorized under state law.

8 (3) If the commissioner has cause to believe that any person has  
9 violated this section, the commissioner may assess a civil penalty of  
10 not more than twenty-five thousand dollars for each violation, after  
11 providing notice and an opportunity for a hearing in accordance with  
12 chapter 48.04 RCW. Upon failure to pay this civil penalty when due,  
13 the attorney general may bring a civil action on behalf of the  
14 commissioner to recover the unpaid penalty.

15 (4) A person or entity that should have been registered at the time  
16 of the sale of a waiver who was not so registered pursuant to this  
17 chapter is personally liable for performance of the waiver. Any waiver  
18 sold by a person or entity that should have been registered at the time  
19 of the sale is voidable, except at the instance of the person or entity  
20 who sold the waiver.

21 NEW SECTION. **Sec. 10.** The guaranteed asset protection waiver  
22 account is created in the custody of the state treasurer. The fees and  
23 fines collected under this chapter must be deposited into the account.  
24 Expenditures from the account may be used to implement, administer, and  
25 enforce this chapter. Only the commissioner or the commissioner's  
26 designee may authorize expenditures from the account. The account is  
27 subject to allotment procedures under chapter 43.88 RCW, but an  
28 appropriation is not required for expenditures.

29 **Sec. 11.** RCW 63.14.010 and 2003 c 368 s 2 are each amended to read  
30 as follows:

31 In this chapter, unless the context otherwise requires:

32 (1) "Goods" means all chattels personal when purchased primarily  
33 for personal, family, or household use and not for commercial or  
34 business use, but not including money or, except as provided in the  
35 next sentence, things in action. The term includes but is not limited  
36 to merchandise certificates or coupons, issued by a retail seller, to

1 be used in their face amount in lieu of cash in exchange for goods or  
2 services sold by such a seller and goods which, at the time of sale or  
3 subsequently, are to be so affixed to real property as to become a part  
4 thereof, whether or not severable therefrom;

5 (2) "Lender credit card" means a card or device under a lender  
6 credit card agreement pursuant to which the issuer gives to a  
7 cardholder residing in this state the privilege of obtaining credit  
8 from the issuer or other persons in purchasing or leasing property or  
9 services, obtaining loans, or otherwise, and the issuer of which is  
10 not: (a) Principally engaged in the business of selling goods; or (b)  
11 a financial institution;

12 (3) "Lender credit card agreement" means an agreement entered into  
13 or performed in this state prescribing the terms of retail installment  
14 transactions pursuant to which the issuer may, with the buyer's  
15 consent, purchase or acquire one or more retail sellers' indebtedness  
16 of the buyer under a sales slip or memorandum evidencing the purchase,  
17 lease, loan, or otherwise to be paid in accordance with the agreement.  
18 The issuer of a lender credit card agreement shall not be principally  
19 engaged in the business of selling goods or be a financial institution;

20 (4) "Financial institution" means any bank or trust company, mutual  
21 savings bank, credit union, or savings and loan association organized  
22 pursuant to the laws of any one of the United States of America or the  
23 United States of America, or the laws of a foreign country if also  
24 qualified to conduct business in any one of the United States of  
25 America or pursuant to the laws of the United States of America;

26 (5) "Services" means work, labor, or services of any kind when  
27 purchased primarily for personal, family, or household use and not for  
28 commercial or business use whether or not furnished in connection with  
29 the delivery, installation, servicing, repair, or improvement of goods  
30 and includes repairs, alterations, or improvements upon or in  
31 connection with real property, but does not include services for which  
32 the price charged is required by law to be determined or approved by or  
33 to be filed, subject to approval or disapproval, with the United States  
34 or any state, or any department, division, agency, officer, or official  
35 of either as in the case of transportation services;

36 (6) "Retail buyer" or "buyer" means a person who buys or agrees to  
37 buy goods or obtain services or agrees to have services rendered or  
38 furnished, from a retail seller;

1 (7) "Retail seller" or "seller" means a person engaged in the  
2 business of selling goods or services to retail buyers;

3 (8) "Retail installment transaction" means any transaction in which  
4 a retail buyer purchases goods or services from a retail seller  
5 pursuant to a retail installment contract, a retail charge agreement,  
6 or a lender credit card agreement, as defined in this section, which  
7 provides for a service charge, as defined in this section, and under  
8 which the buyer agrees to pay the unpaid principal balance in one or  
9 more installments or which provides for no service charge and under  
10 which the buyer agrees to pay the unpaid balance in more than four  
11 installments;

12 (9) "Retail installment contract" or "contract" means a contract,  
13 other than a retail charge agreement, a lender credit card agreement,  
14 or an instrument reflecting a sale made pursuant thereto, entered into  
15 or performed in this state for a retail installment transaction. The  
16 term "retail installment contract" may include a chattel mortgage, a  
17 conditional sale contract, and a contract in the form of a bailment or  
18 a lease if the bailee or lessee contracts to pay as compensation for  
19 their use a sum substantially equivalent to or in excess of the value  
20 of the goods sold and if it is agreed that the bailee or lessee is  
21 bound to become, or for no other or a merely nominal consideration, has  
22 the option of becoming the owner of the goods upon full compliance with  
23 the provisions of the bailment or lease. The term "retail installment  
24 contract" does not include: (a) A "consumer lease," heretofore or  
25 hereafter entered into, as defined in RCW 63.10.020; (b) a lease which  
26 would constitute such "consumer lease" but for the fact that: (i) It  
27 was entered into before April 29, 1983; (ii) the lessee was not a  
28 natural person; (iii) the lease was not primarily for personal, family,  
29 or household purposes; or (iv) the total contractual obligations  
30 exceeded twenty-five thousand dollars; or (c) a lease-purchase  
31 agreement under chapter 63.19 RCW;

32 (10) "Retail charge agreement," "revolving charge agreement," or  
33 "charge agreement" means an agreement between a retail buyer and a  
34 retail seller that is entered into or performed in this state and that  
35 prescribes the terms of retail installment transactions with one or  
36 more sellers which may be made thereunder from time to time and under  
37 the terms of which a service charge, as defined in this section, is to

1 be computed in relation to the buyer's unpaid balance from time to  
2 time;

3 (11) "Service charge" however denominated or expressed, means the  
4 amount which is paid or payable for the privilege of purchasing goods  
5 or services to be paid for by the buyer in installments over a period  
6 of time. It does not include the amount, if any, charged for insurance  
7 premiums, delinquency charges, attorneys' fees, court costs, any  
8 vehicle dealer administrative fee under RCW 46.12.042, any vehicle  
9 dealer documentary service fee under RCW 46.70.180(2), or official  
10 fees;

11 (12) "Sale price" means the price for which the seller would have  
12 sold or furnished to the buyer, and the buyer would have bought or  
13 obtained from the seller, the goods or services which are the subject  
14 matter of a retail installment transaction. The sale price may include  
15 any taxes, registration and license fees, the cost of a guaranteed  
16 asset protection waiver, any vehicle dealer administrative fee, any  
17 vehicle dealer documentary service fee, and charges for transferring  
18 vehicle titles, delivery, installation, servicing, repairs,  
19 alterations, or improvements;

20 (13) "Official fees" means the amount of the fees prescribed by law  
21 and payable to the state, county, or other governmental agency for  
22 filing, recording, or otherwise perfecting, and releasing or  
23 satisfying, a retained title, lien, or other security interest created  
24 by a retail installment transaction;

25 (14) "Time balance" means the principal balance plus the service  
26 charge;

27 (15) "Principal balance" means the sale price of the goods or  
28 services which are the subject matter of a retail installment contract  
29 less the amount of the buyer's down payment in money or goods or both,  
30 plus the amounts, if any, included therein, if a separate identified  
31 charge is made therefor and stated in the contract, for insurance, any  
32 vehicle dealer administrative fee, any vehicle dealer documentary  
33 service fee, and official fees; and the amount actually paid or to be  
34 paid by the retail seller pursuant to an agreement with the buyer to  
35 discharge a security interest or lien on like-kind goods traded in or  
36 lease interest in the circumstance of a lease for like goods being  
37 terminated in conjunction with the sale pursuant to a retail  
38 installment contract;

1 (16) "Person" means an individual, partnership, joint venture,  
2 corporation, association, or any other group, however organized;

3 (17) "Rate" means the percentage which, when multiplied times the  
4 outstanding balance for each month or other installment period, yields  
5 the amount of the service charge for such month or period.

6 NEW SECTION. **Sec. 12.** If any provision of this act or its  
7 application to any person or circumstance is held invalid, the  
8 remainder of the act or the application of the provision to other  
9 persons or circumstances is not affected.

10 NEW SECTION. **Sec. 13.** This act is applicable to all guaranteed  
11 asset protection waiver agreements entered into on or after January 1,  
12 2010.

13 NEW SECTION. **Sec. 14.** Sections 1 through 10, 12, and 13 of this  
14 act constitute a new chapter in Title 48 RCW.

--- END ---