

**APPLICATION FOR EXCLUSIONARY VEHICLE SERVICE AGREEMENT**

Name: \_\_\_\_\_ Vehicle Class: (circle one only) E1 E2 E3 E4  
 Address: \_\_\_\_\_ Vehicle Year: \_\_\_\_\_ Mileage: \_\_\_\_\_  
 City: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_  
 State/Zip: \_\_\_\_\_ Email \_\_\_\_\_ Vin #: \_\_\_\_\_  
 Customer Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Manufacturer In-Service Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Dealer Name: \_\_\_\_\_ Engine Size: \_\_\_\_\_ Transmission: \_\_\_\_\_  
 Dealer License #: \_\_\_\_\_ Vehicle Retail Price: \_\_\_\_\_  
 Agreement Price \$: \_\_\_\_\_  Transfer  Renewal Lien Holder: \_\_\_\_\_

**ENGINE CLASSIFICATION:**  GASOLINE  DIESEL  HYBRID

**COVERAGE SELECTIONS: Vehicle must be under factory warranty at time of sale; coverage ends by time or when vehicle odometer reaches 100,000 miles, whichever occurs first.**

1 YEAR / UP TO 100,000 MILES  2 YEARS / UP TO 100,000 MILES  3 YEARS / UP TO 100,000 MILES  
 4 YEARS / UP TO 100,000 MILES  5 YEARS / UP TO 100,000 MILES  6 YEARS / UP TO 100,000 MILES

**OPTIONAL USED VEHICLE COVERAGE:**  
 Vehicle must be less than 5 model years old and must have less than 60,000 miles at the time of sale.

**MANDATORY VEHICLE OPTIONS:**

Single Turbo/Supercharger (OEM)  Twin Turbo/Supercharger (OEM)  
 Diesel Engine  Dual Wheels

*If option is not selected and surcharge received at time of sale component will not be covered and contract will be rejected.*

**OPTIONAL TECHNOLOGY PACKAGE**

**SELECTED DEDUCTIBLE:**

STANDARD DEDUCTIBLE \$100.00  \$50.00 DEDUCTIBLE ADD \$50.00  \$0 (ZERO) DOLLAR DEDUCTIBLE ADD \$100.00

**EXCLUSIONARY VEHICLE COVERAGE**

**VEHICLE COVERAGE DOES NOT TAKE EFFECT UNTIL THE ORIGINAL VEHICLE MANUFACTURE WARRANTY EXPIRES EITHER BY TIME OR VEHICLE MILEAGE**

We will pay on behalf of or reimburse You for the reasonable costs to repair or replace any of the parts included in Your Coverage which cause a Failure, except for those components and conditions listed in the 'EXCLUSIONS' section of this Contract.

**OPTIONAL TECHNOLOGY PACKAGE:** (Factory Installed) 1. GPS Navigation System: Navigation display unit, navigation control module. The following parts are specifically excluded: antennae; cables and wiring harness. 2. Phone System: Charger/cradle, microphone, speakers, phone. The following parts are specifically excluded: antennae, wiring and cables.

**INCLUDED BENEFITS: DEDUCTIBLE DOES NOT APPLY TO THE FOLLOWING**

**CAR RENTAL:** We will, in the event of a Failure covered by this Contract, pay or reimburse You for receipted expenses to rent replacement transportation (from a Licensed Rental Agency) while Your Vehicle is undergoing repair. You will be reimbursed \$30.00 per day for a maximum of 5 days (\$150.00 maximum) in the event of a covered component failure that requires more than 10 hours labor time based on ALL DATA labor estimating guidelines. This Coverage does not apply to time waiting for parts or other delays beyond the control of the repair facility or the Administrator. In the event of a major component (engine, transmission or drive axle) replacement, a maximum of five (5) days of parts and labor delay Coverage will be afforded, provided additional authorization is obtained from Administrator (except where prohibited by law).

**EMERGENCY ROADSIDE ASSISTANCE:** Included for full term of Agreement. See Page 3 for coverage details. **If you fail to contact Roadside Assistance, You the Contract Holder will be responsible for any towing or related costs incurred.**

**Excluded Service:** RV's, Fleet Vehicles, Off Road Vehicles, Trailers, Any Vehicles in Tow, Vehicles over 1 Ton Capacity, Commercial Vehicles, Vehicles Already at a **Licensed Repair Facility**, or Any Vehicle which at the sole determination of Us is in such condition that the service is likely to result in damage to the vehicle. **Theft, Vandalism and Accident related incidents are not covered.**

**TRIP INTERRUPTION:** In the event of a Breakdown covered by this Agreement that occurs more than one hundred fifty (150) miles from Your home and results in a Licensed Repair Facility keeping Your vehicle overnight, We will reimburse You for receipted motel and restaurant expenses, up to (One Hundred Dollars (\$100.00) Per Day) for a maximum of two (2) Days (Maximum benefit of two hundred dollars (\$200.00) per occurrence. No deductible shall apply to this benefit.

**Coverage expires when vehicle odometer reaches 100,000 miles or by the selected term chosen.**

**APPLICANT'S ACKNOWLEDGMENT:** I/We make application for the above listed stated component coverage. **The purchase of the stated component coverage on this Agreement is not required to purchase, lease or obtain financing for a motor vehicle.** I/We acknowledge by the signing of this Agreement that I/We have read & have received entire copies of pages 1-5 of this Agreement from the selling Dealer. You and We agree that any dispute, claim or controversy arising out of or relating to this Agreement, or the breach thereof, shall be resolved only by binding arbitration under the Federal Arbitration Act (FAA), 9 U.S.C. Sections 1-16. **The Administrator of this Agreement is Diamond Warranty Corp.**

## EXCLUSIONS

This Vehicle Service Contract Provides NO Coverage or Benefits for the following:

1. ANY FAILURES OCCURRING PRIOR TO THE ADMINISTRATOR RECEIVING FULL PAYMENT FROM THE SELLING DEALER OF THIS CONTRACT INCLUDING THE FULL PAYMENT OF SELECTED OR MANDATORY OPTIONS.
2. THE FOLLOWING PARTS: CARBURETOR; BATTERY; BATTERY/BATTERY PACK ON HYBRID/ELECTRIC VEHICLES; SHOCK ABSORBERS; MANUAL TRANSMISSION CLUTCH ASSEMBLY; FRICTION CLUTCH DISC AND PRESSURE PLATE; THROWOUT BEARING; MANUAL AND HYDRAULIC LINKAGES; DISTRIBUTOR CAP AND ROTOR; SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS); GLASS; LENSES; SEALED BEAMS; LIGHT BULBS; BRAKE HARDWARE; ALL EXHAUST AND EMISSION COMPONENTS EXCEPT THOSE SPECIFICALLY LISTED UNDER THE COVERAGE SECTION OF THIS CONTRACT; WEATHER STRIPS; ALL TRIM, MOLDINGS, HANDLES, KNOBS OR DIALS; BRIGHT METAL; CHROME; UPHOLSTERY AND CARPET; PAINT; OUTSIDE ORNAMENTATION; BUMPERS; BODY SHEET METAL AND PANELS; TIRES AND WHEELS/RIMS; GPS NAVIGATION SYSTEMS, UNLESS PREMIUM ELECTRONICS OPTION HAS BEEN PURCHASED BY YOU PAID AND ACCEPTED BY THE ADMINISTRATOR
3. MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING, BUT NOT LIMITED TO: ALIGNMENTS; WHEEL BALANCING; TUNEUPS; SPARK PLUGS AND SPARK PLUG WIRES; GLOW PLUGS; HOSES; DRIVE BELTS; BRAKE PADS, LININGS, SHOES, DRUMS AND ROTORS; WIPER BLADES.
4. SHOP SUPPLY CHARGES; EPA DISPOSAL FEES; SPECIAL ORDER PARTS SHIPPING COST; PARTS LOCATOR RESEARCH FEE; STORAGE FEES; FILTERS, LUBRICANTS, COOLANTS, FLUIDS AND REFRIGERANTS EXCEPT WHEN REPLACEMENT IS REQUIRED DUE TO A COVERED FAILURE.
5. ANY COMPONENT NOT COVERED BY THE VEHICLE MANUFACTURER FOR THE FULL TERM OF THE VEHICLE WARRANTY IS EXCLUDED.
6. ANY FAILURE RESULTING FROM COLLISION; INTERNAL OR EXTERNAL FIRE; THEFT; VANDALISM; RIOT; EXPLOSION; LIGHTNING; EARTHQUAKE; FREEZING; RUST OR CORROSION; WINDSTORM; HAIL; WATER OR FLOOD; ACTS OF GOD; ACTS OF WAR; ACTS OF TERRORISM; SALT; ENVIRONMENTAL DAMAGE; CONTAMINATION OR LOSS OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS; ABUSE; NEGLIGENCE; LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE; IMPROPER SERVICING AFTER THE EFFECTIVE DATE OF THIS CONTRACT; SLUDGE BUILD-UP OR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS; NOT PROTECTING THE VEHICLE FROM FURTHER DAMAGE WHEN A FAILURE HAS OCCURRED.
7. ANY REPAIR OR REPLACEMENT OF A COVERED PART IF NO FAILURE HAS OCCURRED REGARDLESS OF REPAIR FACILITY RECOMMENDATIONS; OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE FIELD TOLERANCES PERMITTED BY THE MANUFACTURER; ANY REPAIR NOT SPECIFICALLY AUTHORIZED BY US.
8. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR YOU ARE USING, OR HAVE USED, YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER. THIS WILL INCLUDE, BUT NOT BE LIMITED TO: THE FAILURE OF ANY CUSTOM OR ADD-ON/AFTERMARKET PART REGARDLESS IF SUPPLIED BY A FRANCHISED DEALER OR NOT; ANY FRAME OR SUSPENSION MODIFICATIONS; LIFT KITS; OVERSIZED/UNDERSIZED TIRES OR WHEELS; TRAILER HITCHES; UNAUTHORIZED MODIFICATIONS TO ANY SYSTEM.
9. IF YOUR ODOMETER HAS CEASED TO WORK AND REPAIRS HAVE NOT BEEN IMMEDIATELY MADE; THE ODOMETER HAS BEEN ALTERED IN ANY WAY SUBSEQUENT TO PURCHASE; OR IF VEHICLE'S TRUE MILEAGE CANNOT BE DETERMINED.
10. ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSONS ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE, WHETHER OR NOT RELATED TO THE PARTS COVERED. LOSS OF TIME, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS THAT RESULTS FROM A FAILURE (EXCEPT AS PROVIDED UNDER THE BENEFITS OR COVERAGES HEREIN.) THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR DAMAGES FOR BAD FAITH, PUNITIVE OR EXEMPLARY DAMAGES, PERSONAL INJURY INCLUDING BODILY INJURY, PROPERTY DAMAGE (EXCEPT AS SPECIFICALLY STATED IN THE CONTRACT) AND ATTORNEY'S FEES.
11. REPAIRS TO SEIZED OR DAMAGED ENGINES DUE TO CONTINUED OPERATION REGARDLESS OF CAUSE OR WITHOUT SUFFICIENT LUBRICANTS OR COOLANT. YOU ARE RESPONSIBLE FOR MAKING CERTAIN THAT THE OIL AND TEMPERATURE WARNING LIGHTS/GAUGES ARE FUNCTIONING PROPERLY. YOU MUST PULL OFF THE ROAD IMMEDIATELY AND DISCONTINUE VEHICLE OPERATION WHEN EITHER OF THESE LIGHTS/GAUGES INDICATES INADEQUATE PROTECTION OR PERFORMANCE OR WHEN OVERHEATING OCCURS.
12. SALVAGED TITLE VEHICLES; WHEN RESPONSIBILITY FOR A REPAIR IS COVERED BY AN INSURANCE POLICY; WARRANTY FROM THE MANUFACTURER INCLUDING EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES; A REPAIRER'S GUARANTEE/WARRANTY; OR FAILURES FOR WHICH THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS, INCLUDING RECALL CAMPAIGNS AND FACTORY SERVICE BULLETINS REGARDLESS OF THEIR ABILITY TO PAY.
13. IF YOUR VEHICLE IS USED FOR TOWING A TRAILER OR OTHER OBJECT OR VEHICLE WITHOUT BEING EQUIPPED WITH A FACTORY INSTALLED OR AUTHORIZED TOW PACKAGE; OR IS USED FOR COMMERCIAL PURPOSES, INCLUDING, BUT NOT LIMITED TO, RENTAL, TAXI, LIMOUSINE, LIVERY OR SHUTTLE, TOWING OR ROAD REPAIR, CONSTRUCTION, FARMING OR AGRICULTURAL PURPOSES, JOB SITE ACTIVITIES, HAULING, POLICE OR EMERGENCY SERVICES, PRINCIPAL OFF ROAD USE, RACING, COMPETITIVE DRIVING, SNOW REMOVAL, ROUTE-WORK, SERVICE OR REPAIR UNLESS COMMERCIAL USE OPTION HAS BEEN PURCHASED BY YOU AND ACCEPTED BY US.
14. ANY FAILURE OCCURRING PRIOR TO THE CONTRACT PURCHASE DATE, OR IF INFORMATION PROVIDED BY YOU OR A REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
15. ANY FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA (50 U.S. STATES AND THE DISTRICT OF COLUMBIA) OR CANADA.
16. DAMAGE CAUSED BY PRE-IGNITION DETONATION, PINGING, IMPROPER/CONTAMINATED FUEL OR IMPROPER ENGINE ADJUSTMENTS.
17. HYBRID VEHICLES: THE FOLLOWING PARTS ARE SPECIFICALLY EXCLUDED; BATTERY, HIGH-VOLTAGE BATTERY COOLANT SYSTEM, ELECTRIC DRIVE MOTORS, REGENERATIVE BRAKING SYSTEM COMPONENTS, HYBRID WIRING HARNESS, HYBRID WIRING COMPONENTS AND ANY ELECTRICAL COMPONENTS RELATED TO THE HYBRID ELECTRICAL DRIVE SYSTEM.

## DEFINITIONS

**Administrator** refers to Diamond Warranty Corp. PO Box 970 Pittston, PA 18640 1-800-384-5023.

**Application** refers to the document which is attached hereto and forms part of this Contract.

**Contract** refers to this Service Contract. The Application, the Terms and Conditions and the Identification Card comprise this Contract.

**Coverage** refers to the component protection You have chosen, as shown on the Application and the Identification Card.

**Deductible** refers to the Deductible type and amount You will need to pay, as shown on the Application and the Identification Card, for each covered Failure repair visit.

**Failure** refers to the Failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely due to its condition, and not due to the action or inaction of any non-covered parts. In addition, a Failure will be deemed to have occurred when a covered part has worn beyond the manufacturer's tolerances allowed for the particular Vehicle at the mileage when the problem occurs.

**Identification Card** refers to the numbered card which becomes part of this Contract. It gives information about You, Your Vehicle, Coverage chosen and other significant data.

**Vehicle** refers to the Vehicle which is described on the Application and the Identification Card, which cannot be used for rental, emergency or for-hire purposes.

**We, Us, Our** refers to the entity who is obligated to perform under this Contract (the "obligor"). The obligor for this Contract is Diamond Warranty Corp. PO Box 970 Pittston, PA 18640 1-800-384-5023.

**You, Your** refers to the Contract holder named on the Application and the Identification Card or the person to whom this Contract was properly transferred.

## TERMS & CONDITIONS

1. **CONTRACT PERIOD:** a) Vehicles Under Factory Warranty: Coverage begins upon expiration of the original vehicle manufacturer warranty. Contract expiration is measured in time/mileage from the Agreement Purchase date and 0 miles. Contract expiration is determined by adding the time of the coverage selected from the agreement purchase date or your vehicles odometer mileage displays the mileage of coverage selected, whichever occurs first. b) Used Vehicle (under 60,000 miles): Coverage begins upon Agreement Purchase date. Contract expiration is measured in time/mileage from the Agreement Purchase date and 0 miles. Contract expiration is determined by adding the time of the coverage selected from the agreement purchase date or your vehicles odometer mileage displays the mileage of coverage selected, whichever occurs first.

2. **FAILURE OF COVERED PARTS:** We will pay on behalf of or reimburse You for the reasonable costs to repair or replace any of the parts included in Your Coverage which cause a Failure. Replacement parts may be new, remanufactured or replacement parts of like kind and quality as determined by Administrator. Sales tax will be authorized for covered Failures only when required by the applicable state where the repair is taking place.

3. **TERRITORY:** This Contract is limited to Failures which occur, and repairs that are made, in the United States of America (excluding U.S. territories and possessions) and Canada.

4. **LIMIT OF LIABILITY:** The aggregate limit of liability shall be equal to the lesser of, the average trade-in value of the Vehicle as provided by NADA Guideline trade in value at the time of failure. Our Liability for repairs shall in no event exceed the Actual Cash Value of Your Vehicle. Actual Cash Value is defined as the NADA published average trade in value of Your Vehicle on the date of loss, taking age, vehicle condition and mileage into consideration.

5. **OUR RIGHT TO RECOVERY:** If We pay anything under this Contract and You have a right to recover from another party, Your rights will become Our rights up to the amount We paid. You will do whatever is reasonably necessary to enable Us to enforce these rights.

6. **TRANSFER RIGHTS:** This Contract is for the benefit of the original Contract holder but is transferable subject to a transfer fee and inspection providing:

a) Proof of transfer of the remaining manufacturer's warranty is provided, if applicable.

b) Contract is being transferred to a subsequent private purchaser of Your Vehicle. (Transfer rights are voided when the Vehicle is traded, sold or put on consignment to an individual or entity engaged in the wholesale or retail sale, leasing or rental of vehicles.)

You must submit the following:

a) Complete a Transfer Application (Available from the Administrator) and submit to the Administrator.

b) Provide a Bill of sale with the Transfer Application indicating the sale date and mileage at time of sale.

c) Issue a check in the amount of one hundred dollars (\$100) for the Transfer fee made payable to the Administrator Diamond Warranty Corp.

d) Provide all documents to the Administrator Diamond Warranty Corp. within thirty (30) days of the transfer of Vehicle ownership.

7. **MAINTENANCE REQUIREMENTS:** You must maintain Your Vehicle according to the manufacturer's recommendations as outlined in the owner's manual. NOTE: Your owner's manual has separate required maintenance schedules for "normal" and "more severe" operating conditions. You are required to follow all maintenance schedules that applies to Your conditions. **You must be sure the proper grade of lubricants and coolants are used in Your Vehicle as recommended by the manufacturer.** It is necessary for You to retain all verifiable receipts for all parts and materials necessary to perform the required maintenance. If necessary, this documentation will be verified by the Administrator Diamond Warranty Corp.

8. **DEDUCTIBLE:** In the event of a Failure covered by this Contract, You may be required to pay a Deductible. No Deductible payment is required with respect to the Coverage listed in the Benefits section of this Contract. The Deductible type and amount You have to pay is shown on the Application and the Identification Card, for covered Failures on a per repair visit basis. Should a covered Failure require more than one visit to repair, only one Deductible will apply to that Failure.

## WHAT TO DO IN THE EVENT OF A FAILURE

1. Prevent Further Damage - You should use all reasonable means and precautions to protect Your Vehicle from further damage. This Contract will not cover damage caused by not securing a timely repair of the failed component.
2. Take Your Vehicle to a Licensed Repair Facility - If Your Vehicle breaks down, take Your Vehicle to the licensed repair facility of Your choice.
3. Instruct the repair facility that they must obtain an authorization number from the Administrator prior to proceeding with repairs. The amount so authorized is the maximum that will be paid. Any additional amounts need prior approval.
4. In some cases, You may be required to authorize the repair facility to inspect or tear down Your Vehicle to determine the cause of Failure and the cost of the repair. You will be responsible for these charges if the Failure is not covered by this Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being performed. We reserve the right to move Your Vehicle to another repair facility.
5. After the Administrator has been contacted, review with the repair facility what will be covered by this Contract.
6. We will reimburse the repair facility for the cost of authorized repairs performed on Your Vehicle, less any applicable Deductible. There may be circumstances when the reimbursement will be made to You. All repair orders and necessary documentation must be submitted to the Administrator within thirty (30) days by You or the repair facility to qualify for payment. If You have any questions regarding Coverage or procedures, please contact the Administrator at the following number: 1-800-384-5023 Fax: 1-800-384-5041

## ROADSIDE ASSISTANCE PROGRAM

Emergency Roadside Assistance is available 24 hours a day, 365 days a year for your disabled vehicle during the term of your active vehicle service contract. For roadside assistance "YOU" MUST CALL 1-866-330-0760, Producer Code 85362: Plan "U" and have your Vehicle Service Agreement number to have service dispatched to your location. YOU are permitted one (1) service per 72 hours. Roadside Assistance consists of Tire Change Service to change your flat tire with your inflated spare, Jump Start Service to jump start a dead or weak battery, Lock-Out Service in gaining entry of the passenger compartment of your vehicle only, Vehicle Fluid Delivery to deliver gas or other vehicle fluids or Tow Service. Service is provided on a "sign & drive basis, whereby the customer is not charged for approved roadside assistance service up to program limits. Service are limited to a maximum of \$80.00 per incident. The cost of vehicle fluids and key cutting/replacement are not covered. Any amounts over the program limits are payable to the service provider at the time of service. Only the registered vehicle for which the Vehicle Service Agreement was purchased is covered under this program. Service excludes RV's, fleet vehicles, off road vehicles, trailers, any vehicle in tow, vehicle over one ton capacity, commercial vehicles, vehicles already at a repair facility, or any vehicle which at the sole determination of the service provider is in such condition that service is likely to result in damage to the vehicle. Theft, vandalism and accident related incidents are not covered. Service may not be available in areas where state/provincial providers are exclusively utilized. 24-hour emergency road service is provided through Nation Motor Club, Inc., administrative offices at 800 Yamato Road, Suite 100, Boca Raton, FL 33431. For Arizona, Arkansas, Hawaii, Louisiana, Massachusetts, Nevada, Tennessee, Texas and Washington members, services are provided by Nation Motor Club, Inc. dba Nation Safe Drivers. For California members, services are provided by Nation Motor Club, Inc., California Motor Club Permit Number 5157-3.

## OPTIONAL TECHNOLOGY PACKAGE:

1. GPS Navigation System: Navigation display unit, navigation control module. The following parts are specifically excluded: antennae; cables and wiring harness.
2. Phone System: Charger/cradle, microphone, speakers, phone. The following parts are specifically excluded: antennae, wiring and cables.

## OPTIONAL USED VEHICLE COVERAGE:

Vehicle **must be less than 5 model years old and must have less than 60,000 miles** at the time of sale.

## TRIP INTERRUPTION

In the event of a Breakdown covered by this Agreement that occurs more than one hundred fifty (150) miles from Your home and results in a Licensed Repair Facility keeping Your vehicle overnight, We will reimburse You for receipted motel and restaurant expenses, up to (One Hundred Dollars (\$100.00) Per Day) for a maximum of two (2) Days (Maximum benefit of two hundred dollars (\$200.00) per occurrence. No deductible shall apply to this benefit.

## REPAIR FACILITY GUIDELINES FOR CLAIMS HANDLING

Follow these steps when handling a claim:

1. Advise the Contract holder that evaluation of a Failure does not mean that the repair is covered under this Contract. All covered repairs must receive prior authorization from the Administrator.
2. Determine the cause of Failure, correction required and cost of the repairs.
3. Contact the Administrator's Claims Advisor at 1-877-392-7297 to get authorization to proceed with the claim. Be prepared with the following when placing the call:
  - a. Customer's Name and Contract Number (Contract Number can be found on your identification card).
  - b. Cause of Failure and recommended correction.
  - c. Cost of repair.
4. The Claims Advisor will verify Coverage and do one of the following:
  - a. Approve Claim - If approved, the repair facility will be given an authorization number to be recorded on the repair order. The authorized amount is the maximum that will be paid. Additional amounts must receive prior approval.
  - b. Require Additional Evaluation, Inspection or Tear Down - The Administrator may require an inspection prior to the repair being completed. If a tear down is required to determine the cause of Failure, the Contract holder must authorize same. Notify the Contract holder that if the repair is not covered, then the Contract holder will be responsible for the cost of the tear down. The repair facility should save all components requiring inspection, including fluids and filters. The Claims Advisor will arrange for the inspection. If the inspection is not made within forty-eight (48) hours, contact the Claims Advisor.
  - c. Deny the claim and provide a detailed reason for the denial.
5. Review the Administrator's findings with the Contract holder as well as what will be covered by the Contract and what portion of the repairs, if any, will not be covered.

6. Review the Administrator's findings with the Contract holder as well as what will be covered by the Contract and what portion of the repairs, if any, will not be covered.
7. Obtain the Contract holder's authorization to complete repairs. All repair orders must have the Contract holder's signature to verify that authorized repairs have been made.
8. Submit the repair order(s) which should contain the Contract number, authorization number and authorized amount to the Administrator within forty-five (45) days. If authorized repair order is not received by the Administrator within 45 days, contract holder will solely be responsible for payment. For immediate claims payment, ask about Our credit card payment plan. Claims Administration performed by: Diamond Warranty's Corp.

### **LABOR RATE**

Labor will be based on All Data Labor Rate Guidelines. The maximum amount of labor rate paid, which is the repair shops' posted labor rate, shall not exceed one hundred twenty-five (\$125.00) per hour.

### **CANCELLATION OF VEHICLE SERVICE CONTRACT**

1. You may cancel this Contract, If Your Vehicle has been declared a total loss or has been repossessed stolen by notifying Us. Contact the Administrator for a Cancellation Form which will need to be completed and sent to the Administrator. The Cancellation Form must include an odometer statement showing mileage at the time of request.
2. We may cancel this Contract for non-payment of the Contract charge, or for Your intentional misrepresentation in obtaining this Contract or in submitting a false claim. If We cancel this Contract, You will receive a pro-rata refund of the unearned Contract charge paid reflecting the greater of the days in force or the mileage elapsed based on the term of the Contract, less a service charge of one hundred dollars (\$100.00).
3. If Your Vehicle and this Contract has been financed, the lien holder may cancel this Contract for non-payment, or if Your Vehicle has been declared a total loss or has been repossessed. The rights under this Contract are transferred to the lien holder and the lien holder is also entitled to any refund. In the event Your Contract is cancelled due to non-payment You forfeit any and all refund rights.
4. A one hundred dollar (\$100.00) service charge and the total amount of all authorized claims will be deducted from the Cancellation refund. Elapsed time and mileage shall be measured from the Contract purchase date and the Contract purchase mileage.
6. In the event of cancellation, the lien holder, if any, will be named on the cancellation refund check.
7. A cancellation refund check will be processed and issued within forty five (45) days from the date the cancellation form is received by the Administrator.

### **EXCLUSIONS**

This Vehicle Service Contract Provides NO Coverage or Benefits for the following:

1. ANY FAILURES OCCURRING PRIOR TO THE ADMINISTRATOR RECEIVING FULL PAYMENT FROM THE SELLING DEALER OF THIS CONTRACT INCLUDING THE FULL PAYMENT OF SELECTED OR MANDATORY OPTIONS.
2. THE FOLLOWING PARTS: CARBURETOR; BATTERY; BATTERY/BATTERY PACK ON HYBRID/ELECTRIC VEHICLES; SHOCK ABSORBERS; MANUAL TRANSMISSION CLUTCH ASSEMBLY; FRICTION CLUTCH DISC AND PRESSURE PLATE; THROWOUT BEARING; MANUAL AND HYDRAULIC LINKAGES; DISTRIBUTOR CAP AND ROTOR; SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS); GLASS; LENSES; SEALED BEAMS; LIGHT BULBS; BRAKE HARDWARE; ALL EXHAUST AND EMISSION COMPONENTS EXCEPT THOSE SPECIFICALLY LISTED UNDER THE COVERAGE SECTION OF THIS CONTRACT; WEATHER STRIPS; ALL TRIM, MOLDINGS, HANDLES, KNOBS OR DIALS; BRIGHT METAL; CHROME; UPHOLSTERY AND CARPET; PAINT; OUTSIDE ORNAMENTATION; BUMPERS; BODY SHEET METAL AND PANELS; TIRES AND WHEELS/ RIMS; GPS NAVIGATION SYSTEMS, UNLESS PREMIUM ELECTRONICS OPTION HAS BEEN PURCHASED BY YOU PAID AND ACCEPTED BY THE ADMINISTRATOR
3. MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING, BUT NOT LIMITED TO: ALIGNMENTS; WHEEL BALANCING; TUNEUPS; SPARK PLUGS AND SPARK PLUG WIRES; GLOW PLUGS; HOSES; DRIVE BELTS; BRAKE PADS, LININGS, SHOES, DRUMS AND ROTORS; WIPER BLADES.
4. SHOP SUPPLY CHARGES; EPA DISPOSAL FEES; SPECIAL ORDER PARTS SHIPPING COST; PARTS LOCATOR RESEARCH FEE; STORAGE FEES; FILTERS, LUBRICANTS, COOLANTS, FLUIDS AND REFRIGERANTS EXCEPT WHEN REPLACEMENT IS REQUIRED DUE TO A COVERED FAILURE.
5. ANY COMPONENT NOT COVERED BY THE VEHICLE MANUFACTURER FOR THE FULL TERM OF THE VEHICLE WARRANTY IS EXCLUDED.
6. ANY FAILURE RESULTING FROM COLLISION; INTERNAL OR EXTERNAL FIRE; THEFT; VANDALISM; RIOT; EXPLOSION; LIGHTNING; EARTHQUAKE; FREEZING; RUST OR CORROSION; WINDSTORM; HAIL; WATER OR FLOOD; ACTS OF GOD; ACTS OF WAR; ACTS OF TERRORISM; SALT; ENVIRONMENTAL DAMAGE; CONTAMINATION OR LOSS OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS; ABUSE; NEGLIGENCE; LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE; IMPROPER SERVICING AFTER THE EFFECTIVE DATE OF THIS CONTRACT; SLUDGE BUILD-UP OR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS; NOT PROTECTING THE VEHICLE FROM FURTHER DAMAGE WHEN A FAILURE HAS OCCURRED.
7. ANY REPAIR OR REPLACEMENT OF A COVERED PART IF NO FAILURE HAS OCCURRED REGARDLESS OF REPAIR FACILITY RECOMMENDATIONS; OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE FIELD TOLERANCES PERMITTED BY THE MANUFACTURER; ANY REPAIR NOT SPECIFICALLY AUTHORIZED BY US.
8. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR YOU ARE USING, OR HAVE USED, YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER. THIS WILL INCLUDE, BUT NOT BE LIMITED TO: THE FAILURE OF ANY CUSTOM OR ADD-ON/AFTERMARKET PART REGARDLESS IF SUPPLIED BY A FRANCHISED DEALER OR NOT; ANY FRAME OR SUSPENSION MODIFICATIONS; LIFT KITS; OVERSIZED/UNDERSIZED TIRES OR WHEELS; TRAILER HITCHES; UNAUTHORIZED MODIFICATIONS TO ANY SYSTEM.
9. IF YOUR ODOMETER HAS CEASED TO WORK AND REPAIRS HAVE NOT BEEN IMMEDIATELY MADE; THE ODOMETER HAS BEEN ALTERED IN ANY WAY SUBSEQUENT TO PURCHASE; OR IF VEHICLE'S TRUE MILEAGE CANNOT BE DETERMINED.
10. ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSONS ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE, WHETHER OR NOT RELATED TO THE PARTS COVERED. LOSS OF TIME, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS THAT RESULTS FROM A FAILURE (EXCEPT AS PROVIDED UNDER THE BENEFITS OR COVERAGES HEREIN.) THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR DAMAGES FOR BAD FAITH, PUNITIVE OR EXEMPLARY DAMAGES, PERSONAL INJURY INCLUDING BODILY INJURY, PROPERTY DAMAGE (EXCEPT AS SPECIFICALLY STATED IN THE CONTRACT) AND ATTORNEY'S FEES.

11. REPAIRS TO SEIZED OR DAMAGED ENGINES DUE TO CONTINUED OPERATION REGARDLESS OF CAUSE OR WITHOUT SUFFICIENT LUBRICANTS OR COOLANT. YOU ARE RESPONSIBLE FOR MAKING CERTAIN THAT THE OIL AND TEMPERATURE WARNING LIGHTS/GAUGES ARE FUNCTIONING PROPERLY. YOU MUST PULL OFF THE ROAD IMMEDIATELY AND DISCONTINUE VEHICLE OPERATION WHEN EITHER OF THESE LIGHTS/GAUGES INDICATES INADEQUATE PROTECTION OR PERFORMANCE OR WHEN OVERHEATING OCCURS. 12. SALVAGED TITLE VEHICLES; WHEN RESPONSIBILITY FOR A REPAIR IS COVERED BY AN INSURANCE POLICY; WARRANTY FROM THE MANUFACTURER INCLUDING EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES; A REPAIRER'S GUARANTEE/WARRANTY; OR FAILURES FOR WHICH THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS, INCLUDING RECALL CAMPAIGNS AND FACTORY SERVICE BULLETINS.

13. IF YOUR VEHICLE IS USED FOR TOWING A TRAILER OR OTHER OBJECT OR VEHICLE WITHOUT BEING EQUIPPED WITH A FACTORY INSTALLED OR AUTHORIZED TOW PACKAGE; OR IS USED FOR COMMERCIAL PURPOSES, INCLUDING, BUT NOT LIMITED TO, RENTAL, TAXI, LIMOUSINE, LIVERY OR SHUTTLE, TOWING OR ROAD REPAIR, CONSTRUCTION, FARMING OR AGRICULTURAL PURPOSES, JOB SITE ACTIVITIES, HAULING, POLICE OR EMERGENCY SERVICES, PRINCIPAL OFF ROAD USE, RACING, COMPETITIVE DRIVING, SNOW REMOVAL, ROUTE-WORK, SERVICE OR REPAIR UNLESS COMMERCIAL USE OPTION HAS BEEN PURCHASED BY YOU AND ACCEPTED BY US.

14. ANY FAILURE OCCURRING PRIOR TO THE CONTRACT PURCHASE DATE, OR IF INFORMATION PROVIDED BY YOU OR A REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.

15. ANY FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA (50 U.S. STATES AND THE DISTRICT OF COLUMBIA) OR CANADA.

16. DAMAGE CAUSED BY PRE-IGNITION DETONATION, PINGING, IMPROPER/CONTAMINATED FUEL OR IMPROPER ENGINE ADJUSTMENTS.

17. HYBRID VEHICLES: THE FOLLOWING PARTS ARE SPECIFICALLY EXCLUDED; BATTERY, HIGH-VOLTAGE BATTERY COOLANT SYSTEM, ELECTRIC DRIVE MOTORS, REGENERATIVE BRAKING SYSTEM COMPONENTS, HYBRID WIRING HARNESS, HYBRID WIRING COMPONENTS AND ANY ELECTRICAL COMPONENTS RELATED TO THE HYBRID ELECTRICAL DRIVE SYSTEM.

#### **SPECIAL STATE REQUIREMENTS**

The following Special State Requirements and/or Disclosures apply if this **Agreement** was purchased in one of the following states and supersede any other provisions herein to the contrary:

##### **Alabama:**

Obligations of the provider under this **Service Agreement** are guaranteed under a **Service Agreement** reimbursement insurance policy. GENERAL PROVISIONS – I. Refund Calculation – This section is amended as follows: If no claim has been made under this **Agreement**, **You** may return this **Agreement** within twenty (20) days of the date the **Agreement** was mailed to **You**, or within ten (10) days of delivery if the **Agreement** was delivered to **You** at the time of sale. In such a case, this **Agreement** will be void and the **Administrator** will refund to **You** the full amount of the purchase price of this **Agreement**. Any refund due to **You** may be credited to any outstanding balance of **Your** account and the excess, if any, shall be refunded to you. This right to avoid the **Agreement** is not transferable and applies only to the original **Agreement** purchaser. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after return of the service **Agreement** to the **Administrator**. If **You** cancel this **Agreement** otherwise,

**You** will be provided a pro-rata refund, less any claims that may have been paid, and an administrative fee of up to twenty-five dollars (\$25.00). If **We** cancel this **Agreement**, **We** will mail to **You** a written notice of cancellation at least five (5) days prior to the effective date of cancellation. The notice shall state the effective date of cancellation and the reason for cancellation. **We** will not provide **You** prior notice of cancellation if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by **You** relating to **Your Vehicle**.

##### **Georgia:**

We will not deny a claim under this **Agreement** for a Breakdown caused by sludge build-up resulting from Your failure to perform recommended maintenance services. GENERAL PROVISIONS – I. Refund Calculation – This section is amended as follows: **You** may return this **Agreement** within the first thirty (30) days and **We** will issue a full refund of the **Agreement** purchase price. If **You** cancel after the first thirty (30) days, **we** will issue a refund of 90% of the pro rata amount for the unexpired term of this **Agreement** based on the number of elapsed months or miles. If **We** cancel this **Agreement**, **We** will not charge a cancellation fee. All cancellations will conform to OCGA 33-24-44

##### **Idaho:**

Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association. GENERAL PROVISIONS – I. Refund Calculation – This section is amended as follows: If no claim has been paid, **You** may return this **Agreement** within the first thirty (30) days and **We** will issue a full refund of the **Agreement** purchase price, less a cancellation fee of \$50. If **You** cancel after the first thirty (30) days, **we** will issue a pro rata refund for the unexpired term of this **Agreement** based on the number of elapsed months or miles, less a cancellation fee of \$50.

##### **Illinois:**

GENERAL PROVISIONS – I. Refund Calculation – This section is amended as follows: If no claim has been paid, **You** may return this **Agreement** within the first thirty (30) days and **We** will issue a full refund of the **Agreement** purchase price, less a cancellation fee not to exceed 10% of the **Agreement** purchase price or \$50. If **You** cancel after the first thirty (30) days, **we** will issue a pro rata refund for the unexpired term of this **Agreement** based on the number of elapsed months or miles, less claims paid and a cancellation fee not to exceed 10% of the **Agreement** purchase price or \$50.

##### **Indiana:**

This service contract is not insurance and is not subject to Indiana insurance law. GENERAL PROVISIONS – M. Guaranty – This section is amended as follows: If any refund due or any covered claim or is not paid within sixty (60) days after proof of loss has been filed, or if **We** become insolvent or otherwise financially impaired, **You** may file a claim directly with the Insurance Company.

## SPECIAL STATE REQUIREMENTS (cont.)

### Louisiana:

GENERAL PROVISIONS – I. Refund Calculation – This section is amended as follows: If this **Agreement** is cancelled, **We** will not deduct any claims paid from any refund due under this **Agreement**.

### Maryland:

GENERAL PROVISIONS – M. Guaranty – This section is amended as follows: If any refund due or any covered claim or is not paid within sixty (60) days after proof of loss has been filed, or if **We** become insolvent or otherwise financially impaired, **You** may file a claim directly with the Insurance Company. GENERAL PROVISIONS – I. Refund Calculation – This section is amended as follows: If no claim has been made under this **Agreement**, **You** may return this **Agreement** within twenty (20) days of the date the **Agreement** was delivered to **You**. In such a case, this **Agreement** will be void and the **Administrator** will refund to **You** the full amount of the purchase price of this **Agreement**. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after return of this **Agreement** to the **Administrator**.

### Mississippi:

GENERAL PROVISIONS – I. Refund Calculation – This section is amended as follows: If this **Agreement** is cancelled, **We** will mail to **You** a written notice of cancellation at least thirty (30) days prior to the effective date of cancellation. The section entitled "ARBITRATION AGREEMENT" is deleted in its entirety.

### Missouri:

GENERAL PROVISIONS – I. Refund Calculation – This section is amended as follows: If no claim has been made under this **Agreement**, **You** may return this **Agreement** within twenty (20) days of the date the **Agreement** was mailed to **You**, or within ten (10) days of delivery if the **Agreement** was delivered to **You** at the time of sale. In such a case, this **Agreement** will be void and the **Administrator** will refund to **You** the full amount of the purchase price of this **Agreement**. If a claim has been made during this period, **We** will refund to **You** the full amount of the purchase price less claims paid. If **You** cancel this **Agreement** after twenty (20) days of the date the **Agreement** was mailed to **You**, or after ten (10) days of delivery if the **Agreement** was delivered to **You** at the time of sale, **We** will refund to **You** one hundred percent of the unearned pro rata purchase price, less claims paid and an administrative fee not to exceed \$50. Any refund due to **You** may be credited to any outstanding balance of **Your** account and the excess, if any, shall be refunded to **You**. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after return of this **Agreement** to the **Administrator**. If this **Agreement** is cancelled, **We** will mail to **You** a written notice of cancellation within forty-five (45) days of the date of termination.

### NEVADA:

GENERAL PROVISIONS – I. Refund Calculation – This section is amended as follows: If no claim has been made under this **Agreement**, **You** may return this **Agreement** within twenty (20) days of the date the **Agreement** was mailed to **You**, or within ten (10) days of delivery if the **Agreement** was delivered to **You** at the time of sale. In such a case, this **Agreement** will be void and the **Administrator** will refund to **You** the full amount of the purchase price of this **Agreement**. Any refund due to **You** may be credited to any outstanding balance of **Your** account and the excess, if any, shall be refunded to **You**. This right to void the **Agreement** is not transferable and applies only to the original **Agreement** purchaser. A ten percent (10%) penalty for each 30-day period or portion thereof shall be added to a refund that is not paid or credited to **You** within 45 days after return of this **Agreement** to the **Administrator**. If **We** cancel this **Agreement** for any reason, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to cancellation. After this **Agreement** has been in effect for seventy (70) days, **We** will not cancel this **Agreement**, except for the following reasons, before the expiration of this **Agreement** or one (1) year after the effective date of this **Agreement**, whichever occurs first. (a) Failure by **You** to pay an amount when due; (b) **Your** conviction for a crime which results in an increase in the service required under this **Agreement**; (c) Discovery of fraud or material misrepresentation by **You** in obtaining this **Agreement**, or in presenting a claim under this **Agreement**; (d) Discovery of: (1) An act or omission by **You**; or (2) A violation by **You** of any condition of this **Agreement**, which occurred after the effective date of this **Agreement** and which substantially and materially increase the service required under this **Agreement**; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of this **Agreement** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this **Agreement** was issued or sold. If **We** cancel the **Agreement** for any of the above reasons, **We** will refund the unearned portion of the purchase price. **We** will deduct any outstanding balance on **Your** account from the amount of the **Agreement** purchase price that is unearned by **Us** when calculating the refund amount. **We** will not impose a cancellation fee for such cancellation.

### NEW HAMPSHIRE:

In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301 or at 800-852-3416.

### NEW YORK:

GENERAL PROVISIONS – I. Refund Calculation – This section is amended as follows: If no claim has been made under this **Agreement**, **You** may return this **Agreement** within twenty (20) days of the date the **Agreement** was mailed to **You**, or within ten (10) days of delivery if the **Agreement** was delivered to **You** at the time of sale. In such a case, this **Agreement** will be void and the **Administrator** will refund to **You** the full amount of the purchase price of this **Agreement**. Any refund due to **You** may be credited to any outstanding balance of **Your** account and the excess, if any, shall be refunded to **You**. This right to void the **Agreement** is not transferable and applies only to the original **Agreement** purchaser. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after return of the service **Agreement** to the **Administrator**. If **You** cancel this **Agreement** otherwise, **You** will be provided a pro-rata refund, less any claims that may have been paid, and an administrative fee of up to twenty-five dollars (\$25.00). If this **Agreement** is cancelled, **We** will mail to **You** a written notice of cancellation at least fifteen (15) days prior to the effective date of cancellation. The notice shall state the effective date of cancellation and the reason for cancellation. **We** will not provide you with prior notice of cancellation if **We** cancel this **Agreement** for nonpayment of the purchase price, fraud or material misrepresentation, or a substantial breach of duties under this **Agreement** by **You**.

### SOUTH CAROLINA:

In the event of a dispute with the provider of this contract, **You** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201 or (800) 768-3467. This agreement is not an insurance contract. GENERAL PROVISIONS – I. Refund Calculation – This section is amended as follows: **You** may return this **Agreement** within twenty (20) days of the date the **Agreement** was mailed to **You**, or within ten (10) days of delivery if the **Agreement** was delivered to **You** at the time of sale. In such a case, if no claim has been paid, this **Agreement** will be void and the **Administrator** will refund to **You** the full amount of the purchase price of this **Agreement**. Any refund due to **You** may be credited to any outstanding balance of **Your** account and the excess, if any, shall be refunded to **You**. This right to void the **Agreement** is not transferable and applies only to the original **Agreement** purchaser.

## SOUTH CAROLINA:

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after return of the service **Agreement** to the **Us**. If **We** cancel this **Agreement**, **We** will mail to **You** a written notice of cancellation at least fifteen (15) days prior to the effective date of cancellation. The notice shall state the effective date of cancellation and the reason for cancellation. **We** will not provide you with prior notice of cancellation if **We** cancel this **Agreement** for nonpayment of the purchase price, fraud or material misrepresentation, or a substantial breach of duties under this **Agreement** by **You**.

## TEXAS

Questions and unresolved complaints concerning providers and administrators may be addressed to the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX, 12157 512-463-6599 or 800-803-9202. GENERAL PROVISIONS – M. Guaranty – This section is amended as follows: Obligations of the provider under this **Agreement** are insured under a service contract reimbursement insurance policy. If a covered claim is not paid before the 61st day after the date of proof of loss, or if a refund or credit is not paid before the 46th day after the date on which the contract is cancelled, **You** may file a claim directly with the Insurance Company. GENERAL PROVISIONS – I. Refund Calculation - This section is amended as follows: If **You** cancel this **Agreement** within the first 30 days, **We** will not impose a cancellation fee. If **You** cancel this **Agreement** after 30 days from the date of purchase, **We** will provide **You** with a pro rata refund decreased by the amount of any claims paid under the **Agreement** and a cancellation fee not to exceed \$50. If **We** cancel this **Agreement**, **We** will mail to **You** a written notice of cancellation at least five (5) days prior to the effective date of cancellation. The notice shall state the effective date of cancellation and the reason for cancellation. **We** will not provide you with prior notice of cancellation if **We** cancel this **Agreement** for nonpayment of the purchase price, fraud or material misrepresentation, or a substantial breach of duties under this **Agreement** by **You**. If **We** cancel this **agreement**, **We** will refund to **You** 100% of the unearned pro rata purchase price, decreased by the amount of any claims paid under the contract. A ten percent (10%) penalty per month of any refund amount outstanding shall be added to a refund that is not made before the forty-sixth (46) day of receipt of a notice of cancellation by

## Us. Utah:

This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. GENERAL PROVISIONS – I. Refund Calculation – This section is amended as follows: **We** may not cancel this **Agreement** prior to the earlier of the expiration date or expiration mileage or one year from the **Agreement** purchase date and mileage on that date unless **We** are cancelling the **Agreement** for one of the following reasons: nonpayment of purchase price; material misrepresentation; substantial change in the risk assumed, unless **We** should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or substantial breaches of **Your** duties hereunder. If **We** cancel this **Agreement** **We** will mail to **You** a written notice of cancellation at **Your** last known address as reflected in **Our** files at least thirty (30) days prior to the effective date of cancellation stating the effective date and reason for cancellation unless **We** are cancelling the **Agreement** for nonpayment in which case **We** will mail such notice at least ten (10) days prior to the effective date of cancellation. If the reason for cancellation is not provided in the notice, **We** will send by first class mail or deliver that information within ten (10) working days after receipt of a written request by **You**.

## Wisconsin:

### THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

GENERAL PROVISIONS – M. Guaranty – This section is amended as follows: If a covered claim is not paid within sixty (60) days after proof of loss has been filed, or if **We** become insolvent or otherwise financially impaired, **You** may file a claim directly with the Insurance Company. GENERAL PROVISIONS – I. Refund Calculation – This section is amended as follows: **We** may only cancel this **Agreement** for nonpayment of the purchase price, material misrepresentation, or substantial breach of duties under this **Agreement** by **You**. If **We** cancel this **Agreement**, **We** will mail to **You** a written notice of cancellation at least five (5) days prior to the effective date of cancellation. The notice shall state the effective date of cancellation and the reason for cancellation. If **We** cancel this agreement, **We** will refund to **You** 100% of the unearned pro rata purchase price, less claims paid, and an administrative fee not to exceed 10% of the purchase price. If no claim has been made under this **Agreement**, **You** may return this **Agreement** within twenty (20) days of the date the **Agreement** was mailed to **You**, or within ten (10) days of delivery if the **Agreement** was delivered to **You** at the time of sale. In such a case, this **Agreement** will be void and the **We** will refund to **You** the full amount of the purchase price of this **Agreement**. Any refund due to **You** may be credited to any outstanding balance of **Your** account and the excess, if any, shall be refunded to you. This right to avoid the **Agreement** is not transferable and applies only to the original **Agreement** purchaser. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after return of the service **Agreement** to the **Us**. If **You** cancel this **Agreement** otherwise, **You** will be provided a pro-rata refund, less any claims that may have been paid, and an administrative fee of up to 10% of the **Agreement** purchase price.

## PRIVACY POLICY

Congress recently passed the Gramm-Leach Bliley (GLB) Act, which deals in part with how financial institutions treat non public financial information (“information”). The **Administrator** is committed to maintaining the trust of our customers. We maintain that trust by keeping information about our customers in a secure environment and using that information in conformance with this policy.

This policy outlines the types of information the **Administrator** collects and the kinds of companies with whom we may share such information. These examples are illustrative only. In addition, **Agreement** Holder may have other privacy protection under state law. The **Administrator** will comply with applicable state law regarding information about **Agreement** Holder. The **Administrator** reserves the right to modify or supplement this policy at any time. If we make changes, we will provide current customers with a revised notice.

### INFORMATION THE ADMINISTRATOR MAY COLLECT

- Information the **Administrator** receives from **Agreement** Holder, or is provided to us on **Agreement** Holder’s behalf, on applications and other forms, such as **Agreement** Holder’s name, address, telephone number, lender’s name, finance **Agreement** term and vehicle information;
- Information about **Agreement** Holder’s transactions with the **Administrator**, our affiliates, or others;
- Information will be provided as the **Administrator** deems appropriate to determine eligibility, to process claims, as authorized by **Agreement** Holder, or as otherwise permitted or required by law.

### INFORMATION THE ADMINISTRATOR MAY DISCLOSE, TO WHOM WE MAY DISCLOSE, DISCLOSURES PERMITTED BY LAW, AND DISCLOSURES FOR JOINT MARKETING AND SERVICING

- The **Administrator** restricts access to the information to authorized individuals who need to know this information to provide service and products to **Agreement** Holder, or to administer **Agreement** Holder’s account. **Administrator** uses physical, electronic and procedural security measures designed to protect our customer information. We also train our employees about the meaning and requirements of the **Administrator**’s policy for information security and confidentiality.
- **Administrator** does not disclose this information about current customers or any former customers to anyone, except as permitted by law.
- The law permits **Administrator** to share this information with our affiliates and other affiliated service providers.
- The law also permits the **Administrator** to share information with companies that perform marketing services for the **Administrator**, or other institutions that have joint marketing **Agreements** with the **Administrator**, such as the dealer where **Agreement** Holder purchased the vehicle and applied for the **Administrator** vehicle service **Agreement**.

**Agreement** Holder does not need to do anything as a result of this notice. It is meant to inform **Agreement** Holder of how **Administrator** collects, shares, and safeguards **Agreement** Holder’s non public financial information, and is not a part of the vehicle service **Agreement**.

## Questions? Diamond Warranty Corp. at 1-800-384-5023.

Thank you for this opportunity to clarify **Administrator** privacy policy as a result of this new law.

[www.diamondwarrantycorp.com](http://www.diamondwarrantycorp.com)