

**APPLICATION FOR A LIMITED VEHICLE SERVICE AGREEMENT**

Name: _____	Vehicle Year: _____	Mileage: _____
Address: _____	Make: _____	Model: _____
City: _____	Vehicle Class: (circle one only)	1      2      3
State/Zip: _____	Email: _____	Vin #: _____
Customer Phone: _____	Cell: _____	Engine Size: _____
Dealer Name: _____		Transmission: _____
Dealer License #: _____		Vehicle Retail Price: _____
		Lien Holder: _____

Agreement Price \$:       Transfer - Add \$100.00     Renewal - Add \$50.00    Manufacturer In-Service Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

<b>MANDATORY COMPONENT COVERAGES:</b> <i>If option is not selected and surcharge received at time of sale component will not be covered.</i>		
<input type="checkbox"/> Diesel	<input type="checkbox"/> Dual Wheels	<input type="checkbox"/> Single Turbo/Supercharger (OEM) <input type="checkbox"/> Twin Turbo/Supercharger (OEM)
<input type="checkbox"/> <b>ELITE POWERTRAIN COVERAGE OPTIONS:</b> (Surcharge Applies): <input type="checkbox"/> Roadside Assistance \$15.00 <input type="checkbox"/> AC Compressor \$25.00		
<input type="checkbox"/> <b>ELITE PLUS COVERAGE OPTION:</b> (Surcharge Applies): Enhanced Sensor Package (8 Additional Sensors)		
<input type="checkbox"/> <b>UNLIMITED MILEAGE:</b> (Surcharge Applies): Elite Plus Only (Vehicle must be less than 10 model years old and have less than 100,000 miles at the time of sale)		
<b>ELITE POWERTRAIN LIMITED COVERAGE SELECTIONS:</b>		
<input type="checkbox"/> 3 MONTHS / UNLIMITED MILES	<input type="checkbox"/> 6 MONTHS / UNLIMITED MILES	<input type="checkbox"/> 12 MONTHS / UNLIMITED MILES
<b>ELITE PLUS COVERAGE SELECTIONS:</b>		
<input type="checkbox"/> 3 MONTHS / 5,000 MILES	<input type="checkbox"/> 6 MONTHS / 9,000 MILES	<input type="checkbox"/> 12 MONTHS / 18,000 MILES
<input type="checkbox"/> 24 MONTHS / 30,000 MILES	<input type="checkbox"/> 36 MONTHS / 40,000 MILES	<input type="checkbox"/> 48 MONTHS / 50,000 MILES
<b>ELITE ENHANCED COVERAGE SELECTIONS:</b>		
<input type="checkbox"/> 12 MONTHS / 18,000 MILES	<input type="checkbox"/> 24 MONTHS / 30,000 MILES	<input type="checkbox"/> 36 MONTHS / 40,000 MILES
<input type="checkbox"/> 48 MONTHS / 50,000 MILES		
<b>SELECTED DEDUCTIBLE:</b>		
<input type="checkbox"/> STANDARD DEDUCTIBLE \$100.00	<input type="checkbox"/> \$50.00 DEDUCTIBLE ADD \$50.00	<input type="checkbox"/> \$0 DEDUCTIBLE ADD \$100.00

**STATED COMPONENT COVERAGE (INITIAL SELECTED COVERAGE)**

**DIAMOND ELITE POWERTRAIN COVERAGE**  
**ENGINE:** All internally lubricated parts, camshaft, cam bearings, push rods, rocker arms, connecting rods, pistons, piston rings, wrist pins, hydraulic valve lifters, timing chain and gears, crankshaft, main bearings, oil pump and oil pan. **FLUIDS / FILTERS:** Fluids and filters are covered only when required in conjunction with a covered component failure and repair. **SINGLE/TWIN/TURBO/SUPERCHARGER (OEM) ONLY:** (surcharge applies) All internally lubricated parts contained within the turbo/supercharger housing. **AUTOMATIC TRANSMISSION:** All internally lubricated parts (excluding electronics) including pump, pump housing, carrier assembly, planetary gears, drums, valve body, reaction shaft, governor, servo assembly and torque converter. **MANUAL TRANSMISSION:** All internally lubricated parts, main shaft, counter shaft, input shaft, synchronizers, gears, shift fork and internal bearings. (Manual clutch and related components are not covered). **REAR AXLE ASSEMBLY:** Ring and pinion gears and all internally lubricated parts contained within the rear end assembly and case (if damaged by an internally lubricated part). **4x4/ALL WHEEL DRIVE (Included):** Transfer case and all internally lubricated parts and all internally lubricated parts contained within the differential housing. **TOWING:** Maximum \$75.00 per breakdown. **LABOR:** Labor time required to repair or replace a covered component(s) shall be based on All Data Labor estimating guidelines. **24/7 ROADSIDE ASSISTANCE:** Optional on Powertrain Agreements Surcharge Applies (See Page 3 of Agreement for Coverage Details).

**DIAMOND ELITE PLUS COVERAGE** Includes all stated components listed in Powertrain Coverage plus the following:  
**SENSORS:** Oxygen sensor, map sensor and mass air flow sensor. **ENGINE:** Distributor housing and shaft, timing belt and timing belt tensioner, timing chain cover, timing belt covers, oil pressure sending unit, cylinder block and cylinder head(s). **SEALS and GASKETS:** Cylinder head gaskets and intake manifold gaskets are covered components. (All other seals and gaskets are covered only in conjunction with a covered component failure). **FUEL SYSTEM:** Primary electric fuel pump, steel lines, fittings and hoses. **AIR CONDITIONING:** (OEM) Compressor, compressor clutch and pulley, condenser, receiver drier, accumulator and orifice tube. **A/C FLUIDS and FREON** are Included (only in conjunction with the replacement or repair of an A/C covered component). **COOLING SYSTEM:** Electric cooling fan motor, fan blade and fan clutch, radiator, water pump, thermostat and gasket and coolant recovery container unit. **HIGH TECH ELECTRICAL:** Electronic ignition module, power sun roof motor and switches, power seat motors and switches, power antenna motor and switches, power window motors and regulators, power door lock actuators, front wiper motor and switch, front washer pump and switch, electric horn(s) and horn relay, stop lamp switch, starter motor, starter drive assembly, solenoid, alternator and voltage regulator. **ABS & BRAKES SYSTEM:** Master cylinder, disc brake calipers, front and rear wheel cylinders, wheel speed sensors, accumulator and pressure modulator valve, steel lines and fittings. (Exclusions are: Rotors, drums, pads and linings). **STEERING and SUSPENSION:** Power steering pump and housing, rack and pinion assembly, all internally lubricated parts contained within the steering gear box, upper and lower ball joints, front and rear wheel bearings, front and rear axle shafts and constant velocity joints (only if boots are not torn or leaking) and front and rear leaf and coil springs (only if broken). **RENTAL CAR REIMBURSEMENT:** 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. **DIAGNOSTICS:** Maximum 1 (one) hour labor time allowance based on ALL DATA guidelines for diagnostics in the event of a mechanical breakdown of a covered component, unless a covered component failure is obvious or evident by sound, or is visible. **24/7 ROADSIDE ASSISTANCE & TOWING:** (included).

**DIAMOND ELITE ENHANCED COVERAGE** Includes all stated components listed in Powertrain and Plus Coverages plus the following:  
**ENHANCED SENSOR PACKAGE:** Fuel injection sensor, throttle position sensor, coolant sensor, crank sensor, camshaft sensor, air intake temperature sensor, knock sensor, vehicle speed sensor. **FUEL DELIVERY SYSTEM:** Air Injection pump, fuel injectors, metering valve, fuel gauge sending unit, fuel float and fuel tank (if tank is not corroded). **ENGINE:** Harmonic balancer, flywheel, flex plate and flywheel cover, exhaust manifolds and gaskets and solid rubber engine mounts. **ENHANCED ELECTRICAL:** (PCM) powertrain control module, air suspension relay, cruise control module, cruise control servo, cruise control switch, power trunk motor assembly, power trunk closer and switch, power convertible top motor and switch, garage door opener (OEM), power mirror motors and switches, rear wiper motor and switches, rear washer pump and switch, headlight switch, headlight dimmer switch, ignition key lock cylinder switch, turn signal relay and switch. **AIR CONDITIONING:** Expansion valve, POA valve, high and low compressor cut off switch, pressure cycling switch and evaporator. **HEATING and COOLING:** Heater core, blower motor, heater control valve and manual dash heater control unit. **AUTOMATIC TRANSMISSION:** Externally mounted solenoids, encoder motors, vacuum modulator, transmission cooler (OEM) and solid rubber mounts. **ABS & BRAKES SYSTEM:** Electronic control processor, vacuum assist booster, hydraulic pump/motor assembly and isolation dump valve. **SUSPENSION:** McPherson struts, strut bushings (air struts excluded), tie rod ends and sleeves, idler arm, pitman arm, king pin, center link, upper and lower controls arms and bushings, front and rear sway bars and bushings. **EXTERIOR:** Door lock cylinders, trunk lock cylinders, door hinges, manual parking brake cables, hood hinges, hood latch, hood release cable, hood, trunk and rear hatch hydraulic lift supports, trunk and rear hatch hinges. **TRIP INTERRUPTION:** In the event of a Breakdown covered by this Agreement that occurs more than one hundred (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 (Total benefit per occurrence of two hundred dollars (\$200.00) Maximum Benefit. No deductible shall apply to this benefit.

**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 and have read and received entire copies of pages 1-6 of this Agreement from the selling Dealer at the time of sale. I/We and The Administrator of this Agreement agree that any disputes, claims or controversy arising out of or relating to this Agreement, or the breach thereof by either party shall be resolved only by Binding Arbitration under the rules of the Federal Arbitration Act (FAA), 9 U.S.C. (See Page 2 for Arbitration Agreement).

Applicant Signature \_\_\_\_\_ Dealer Signature \_\_\_\_\_ Agreement Purchase Date \_\_\_\_\_

## AGREEMENT COVERAGE EXCLUSIONS (WHAT IS NOT COVERED):

This Agreement DOES NOT provide Coverage or benefits for:

- 1) Vehicles equipped with 10/12 cylinder engines.
- 2) For repairs to any part or parts of the described vehicle not specifically listed in the schedule of **Coverages** section on this **Agreement**.
- 3) For reimbursement for any repair or replacement made **without the prior Authorization** from **Administrator** to the **Agreement Holder** or approved **Licensed Repair Facility**.
- 4) For any repair for the purpose of correcting engine compression or correcting oil consumption when a **Mechanical Breakdown** has not occurred. Valve grinding, valve guides, stuck valves, burnt valves, burnt piston(s), and/or stuck rings overheating are not covered.
- 5) For any repair that has been misdiagnosed by any Licensed Repair Facility or for any "wear and tear" to any covered component(s).
- 6) For any condition(s) that existed to any component(s) that were worn or defective to a point at the time of sale as to gradually cause a short term failure or **Breakdown** at the time the covered vehicle was delivered to the purchaser and is determined by an independent inspector.
- 7) For repairs to seized or damaged parts due to operation without sufficient oil, coolant, low fluid levels or blocked filters.
- 8) The engine block is not covered if damaged due to fluid loss or fluid contamination or continued use of the vehicle due to overheating.
- 9) For damage and/or **Breakdown** resulting from collision, road hazard (excluding tire **Coverage**, where applicable by law), frame change, fire, theft, vandalism, riot, explosion, lighting, earthquake, windstorm, volcanic eruption, freezing, rust or corrosion, hail, water or flood, acts of God, environmental damage, chemical, contamination of fluids, fuels, coolants or lubricants.
- 10) For commercial use of the covered vehicle.
- 11) For damage to a **Covered Part** by a non-**Covered Part**. Damage to a non-**Covered Part** by a **Covered Part** is also excluded.
- 12) For any **Breakdown** caused by misuse, abuse, negligence, lack of scheduled maintenance required by the manufacturer's maintenance schedule for **Your Vehicle**, or improper servicing or repairs performed by **You** or a **Licensed Repair Facility**. For any **Breakdown** caused by sludge build-up, blocked lubricant returns or filter blockage or the failure to maintain proper levels of lubricants, and/or coolants, or any **Breakdown resulting from failure to protect Your Vehicle from further damage when Breakdown has occurred**.
- 13) For any **Breakdown** occurring prior to **Agreement** purchase date or after the expiration of the **Agreement** term either by time or mileage.
- 14) For any **Breakdown** that the information provided by **You** or the **Licensed Repair Facility** cannot be verified as accurate or is inaccurate or is found to be inaccurate.
- 15) For any liability for property damage, or for injury to or death of any person, arising out of operation, maintenance or use of **Your Vehicle**, described in this **Agreement**, whether or not related to the parts covered. For loss of use, time, shop delays, profit, inconvenience, or any other loss or incidental or consequential damages, including any consequential damage to a non-**Covered Part** that results from a **Breakdown**.
- 16) The **Agreement** Holder is responsible for tear down time and shop supplies of any kind. Any cost incurred for disassembly or diagnosis is at **Your** expense. Repair Facility will only be paid a maximum of (1) One hour labor time if the inspection report determines that the **Mechanical Breakdown** was covered by this **Agreement**.
- 17) When the responsibility for the repair is covered by an insurance policy, supplier or repairer guarantee/warranty, manufacturer and/or dealer customer assistance, program or any warranty from the manufacturer such as extended drive train, major component or full **Coverage** warranties (regardless of the remaining manufacturer's warranty when **You** purchased this **Agreement**) regardless of their ability to pay. Further, **Coverage** under this **Agreement** is similarly limited in the event of a **Breakdown** if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins. **Mechanical Breakdown** costs that should be covered by the warranty of parts, or workmanship on a previously repaired or replaced component.
- 18) A **Mechanical Breakdown** of a covered component/part caused by the **Agreement** holder's refusal to perform reasonable timely repairs recommended by the dealer, repair facility or **Administrator**.
- 19) If any **alterations or modifications** have been made to **Your Vehicle** or **You** are using or have used **Your Vehicle** in a manner not recommended by the manufacturer, including, but not limited to damage resulting from: the failure of any custom or add-on part, frame or suspension modifications, lift kits, oversized or undersized tires, trailer hitches, engine modifications, transmission modifications, drive axle modifications, emissions systems modifications, exhaust systems modifications, add on air induction on air coolers.
- 20) Any **Mechanical Breakdown** occurring outside of the United States or Canada.
- 21) For the programming, reprogramming, or updating of a component that has not mechanically failed.
- 22) Manual Clutch System and related components.
- 23) For maintenance services and parts described in **Your Vehicle's** owner manual as supplied by the manufacturer and other normal maintenance services and parts which include, but are not limited to: alignments, adjustments, cleaning, wheel balancing, tune-ups, spark plugs, spark plug wires, glow plugs, hoses (except high pressure steering and air conditioning if the applicable Coverage has been selected), drive belts, brake pads, brake linings/shoes, wiper blades, shop supplies and environmental waste charges. Filters, lubricants, coolants, fluids and refrigerants may be covered if replacement is required in connection with a covered Mechanical Breakdown.
- 24) For vehicles that do not have a valid manufacturer's VIN or are titled branded as salvage, junk, rebuilt, totaled, flood damaged or manufacturer's buy back.
- 25) For **Breakdowns**, if the vehicle odometer is broken, has been altered and/or ceased to operate so the actual mileage cannot be determined or has been tampered with.
- 26) If **Your Vehicle** is used for towing or hauling a trailer or another vehicle or object or is used for commercial taxi, livery, or farming purposes including but not limited to, rental, taxi, limousine or shuttle services, delivery, road repair operations, construction, job site activities, police or emergency service, off-road use, racing or competitive driving, snow removal or plowing, route-work, service or repair, delivery, route-work, service or repair use.
- 27) For misrepresentation of coverages by the seller, seller's agent(s), its employees to the purchasers' of this **Agreement** at the time of sale of this **Agreement**.

**Limit of Liability: Diamond Elite Powertrain Coverage** The limits of liability per breakdown under the terms of this agreement are as follows: Engine \$1,500, Transmission \$1,200, Transfer case \$1,000, All other components, \$1,000. Towing maximum \$75.00 per breakdown. The total liability for the full term of this contract shall not exceed a maximum payout of accumulated claims of \$5,000 over the chosen term of your selected coverage. **Deductible \$100.00 per covered component breakdown.**

**Limit of Liability Diamond Elite Plus Coverage** The limits of liability per breakdown under the terms of this agreement on 3 & 6 month contracts are as follows: Engine \$2,000, Transmission \$2,000, All other components, \$1,500. Towing maximum \$75.00 per breakdown. The total liability for the full term of this contract shall not exceed a maximum payout of accumulated claims of \$6,000 over the chosen term of your selected coverage. **Diamond Elite Plus Coverage and Diamond Elite Enhanced Coverage 12, 24, 36, 48 month terms.** - **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. **Aggregate** - The total of all benefits paid or payable while this **Agreement** in force shall not exceed the **NADA** trade in price **You** paid for **Your Vehicle** (excluding tax, title and license fees).

## DEFINITIONS

Throughout this **Vehicle Service Agreement** certain words and phrases are used that have special meanings. These terms appear in **boldface type**. Their meanings are listed below:

**Administrator** means the company, Diamond Warranty Corp., that provides administrative services for the **Vehicle Service Agreement**.

**Agreement** means this **Vehicle Service Agreement** which **You** have purchased from **Us** to protect **Your Vehicle**.

**Application** means the document which must be attached to and forms part of this **Vehicle Service Agreement**. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information.

**Coverage** means the protection **You** have selected and, as shown on the **Application**.

**Covered Part(s)** means the Mechanical and Electrical parts and components described on the **Application** page of this document under the section titled **Covered Components**, and as contained in this **Agreement** that are **original parts** on **Your Vehicle** at the time of its purchase by **You** or like replacement parts meeting the vehicle manufacturer's specification.

**Deductible** means the amount **You** are required to pay, (if applicable), as shown on the **Application**, per component for covered **Breakdowns**.

**In Service Date** means the Vehicle's factory warranty start date or the new Vehicle's first day of use, whichever occurs first, regardless of the **Agreement** purchase date.

**Licensed Repair Facility** means a repair facility licensed and/or regulated by the state to perform repairs for profit.

**Mechanical Breakdown** or **Breakdown** means the inability of any **Covered Part(s)** or **Component(s)** to perform the function(s) for which it was designed due to defects in material or workmanship. **Mechanical Breakdown** does not include the gradual reduction in operating performance where a **Mechanical Breakdown** has not occurred. **Mechanical Breakdown** does not include "Wear and Tear." The manufacturer has established tolerances for the express purpose of defining **Mechanical Breakdown** will be considered to have occurred. **Replacement of Covered Parts will be made with original equipment manufacturer parts, remanufactured parts, non-OEM, or used parts, at the choice of the Administrator, Diamond Warranty Corp.**

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.

**Rental Car Reimbursement** means **You** will be reimbursed \$30.00 per day for a maximum of 5 days in the event of a covered component failure that requires more than 10 hours labor based on standard mechanical labor estimating guides. The **Administrator** Diamond Warranty is not responsible for delays in delivery of parts, repair facility delays or delays by others.

**Vehicle Service Agreement, Service Agreement** or **Agreement** means this **Vehicle Service Agreement** document which includes the completed signed **Application**.

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

**You and Your** means the **Purchaser** shown on the **Application** or the person to whom this Contract was properly transferred.

**Your Vehicle** means the **Vehicle** which is described on the **Application**.

## ADDITIONAL BENEFITS 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 1-855-278-4690, Producer Code-85362**,

## ARBITRATION AGREEMENT

**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. You and We** shall each select an arbitrator and the two arbitrators shall select a third arbitrator. The decisions of any two of the three arbitrators are final and will binding on **You and Us**. The arbitrators may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator of the prevailing party. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. There shall be no authority for any Claim(s) to be arbitrated on or as a class action. This arbitration **Agreement** is made pursuant to a transaction involving interstate commerce, and shall be governed by and interpreted under the **Federal Arbitration Act (FAA), 9 U.S.C. Sections 1-16**. If the holder of this contract breaches this **Agreement, you the contract holder will be fully responsible for any and all legal fees, including court costs incurred by the Administrator Diamond Warranty Corp, due to any breach of this arbitration clause by You or any Attorney(s) acting on Your behalf. You and We** also agree that the the disposition of any disputes or claims shall be governed by the laws of the state of Pennsylvania, any arbitration arising from any disputes shall be held in the State of Pennsylvania County of Luzerne. Any other actions or disputes pertaining to this **Agreement** in any other state or county instituted by **You** or on **Your** behalf clearly constitute a breach by **You** of this **Agreement** and arbitration clause.

## AGREEMENT HOLDER'S RESPONSIBILITIES:

### A. Filing a Claim

**You must contact the Administrator Diamond Warranty Corp. For Authorization At The Time Of Breakdown, Repairs Must Be Authorized Prior To Repairs Being Done To Your Vehicle. Unauthorized Claims Will Not Be Covered Or Paid Under The Terms Of This Agreement.**

**Phone Claims 1-877-392-7297 or Fax to 1-800-384-5041**

### B. Maintenance Requirements and Service History

**For New, Pre-Owned or Used Vehicles: You** must have **Your Vehicle** checked and serviced in accordance with the vehicle manufacturer's recommendations, as outlined in the Owner's Manual for **Your Vehicle**.

## AGREEMENT HOLDER'S RESPONSIBILITIES (CONTINUED):

Note: **Your** Owner's Manual lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the normal or severe maintenance schedule that applies to **Your** vehicle conditions. Failure to follow the manufacturer's recommendations that apply to **Your** specific vehicle conditions may result in the denial of **Coverage**. It is required that **You** retain "Proof" of maintenance for the service and/or repair work performed on **Your Vehicle** regardless if work was performed by **You** or a **Licensed Repair Facility**. "Proof" means repair orders from a **Licensed Repair Facility** and/or a self-maintained maintenance log that has corresponding "purchase receipts" for oil and filter, coolant and brake system flush, etc. A self-maintained log without corresponding "purchase receipts" is not acceptable "Proof" of maintenance. Repair orders from a **Licensed Repair Facility** must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, Vehicle identification number, date, Vehicle mileage, **Your** name and signature, **Licensed Repair Facility** name, address and phone number, repair totals, **Deductible** (if applicable), and method of payment to satisfy the repair order. "Proof" of maintenance and/or **Your** self-maintained log with corresponding original receipts, may be requested by the **Administrator** for related repairs. It is **Your** responsibility to ensure **Your** vehicle's odometer, gauges and warning lights are in working order at all times.

1. Take immediate action to prevent further damage. This **Agreement** will not cover any damage caused by the continued operation of Your Vehicle and Your failure of securing the prompt repair(s) of the failed component(s) by a Licensed Repair Facility.
2. In the event of a breakdown **Contact Roadside Assistance 1-855-278-4690, Producer Code-85362, Plan "U"**. Have **Your Vehicle** towed to the nearest Licensed Repair Facility or return to the selling dealer.
3. Provide **Licensed Repair Facility** with a Copy of **Your Agreement** and/or **Your Agreement Number**.
4. Contact the **Administrator** immediately with **Your Agreement** number which was provided on **Your** identification card. You must obtain authorization from the Administrator Prior to any repair(s) being made, instruct the Service Manager at the **Licensed Repair Facility** to contact the **Administrator** at **1-877-392-7297** to file a claim and obtain an authorization or denial. **Any claim for repair(s) without prior authorization will not be covered.** We can be contacted Monday-Friday, 8:00am-6:00pm Eastern Standard Time via Fax at 1-800-384-5041. The amount authorized by the **Administrator** is the maximum amount that will be paid for labor and parts covered under the terms of this **Agreement**. Any additional amount must receive prior approval.
5. **Authorize Tear-Down and/or Inspection** - **You** need to authorize the **Licensed Repair Facility** to inspect and/or tear-down **Your Vehicle** in order to determine the cause of failure and cost of the repair. **You** will be responsible for these charges. **We** reserve the right to require an inspection of **Your Vehicle** or to move **Your Vehicle** to an authorized repair facility of our choice prior to any repair being made.
6. Review **Coverage** - After the **Administrator** has been contacted, **You** are to review with the Service Manager what will be covered by and authorized by this **Agreement**.
7. **You Will Pay Any Applicable Deductible and State Sale Tax** - **We** will reimburse the **Licensed Repair Facility** or **You** for the cost of the work performed on **Your Vehicle** that is covered by this **Agreement** and authorized. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the **Administrator** within thirty (30) days to be eligible for payment.
8. **Labor Rate:** Repair time shall be based on All Data standard flat rate time. The hourly labor rate to be paid on this

### Mandatory/Optional Component Coverages

**Diesel, Duel Wheels, Single Turbo/Supercharged, 7 Speed Transmission, Unlimited mileage coverage is (Optional): if the box in mandatory/optional component coverage(s) is not marked and the additional charges are not paid, the Administrator Diamond Warranty Corp. will not be responsible for any mandatory/optional component coverage(s) in the event of a mechanical failure,**

**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. **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.**

### Rental Car Reimbursement

**Rental Benefit-** In the event of a **Breakdown** covered by this **Service Agreement**, **We** will pay or reimburse **You** for receipted expenses to rent a replacement vehicle (from a licensed rental agency) while **Your Vehicle** is at a **Repair Facility**. 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. **The Administrator Diamond Warranty is not responsible for delays in delivery of parts.**

### Trip Interruption

In the event of a Breakdown covered by this Agreement that occurs more than one hundred (100) 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 Fifty dollars (\$100.00) Per Day for a maximum of two (2) days (Total benefit per occurrence of two hundred dollars, (\$200.00) Maximum Benefit. No deductible shall apply to this benefit.

## General Provisions

This **Agreement**, which includes the **Application**, is between **You** and **Us**, and is subject to the terms and conditions contained herein:

**A. Contract Period: Coverage** under this **Agreement** begins on the **Agreement** purchase date shown on the **Application** and will expire according to the time/mileage of plan selected whichever occurs first.

**B. Coverage:** The **Coverage** afforded **You** for **Your Vehicle** is determined by the **Coverage** selected as shown on the **Application** page and more fully described in the **Schedule of Coverage** section of the **Application**. Plan expiration is determined by adding the Time of the Coverage selected to the Agreement Purchase Date and adding the Vehicle Mileage (as displayed on the application page) to the Coverage miles selected as displayed on the application page, whichever occurs first.

**C. Limit of Liability: Diamond Elite Powertrain Coverage** The limits of liability per breakdown under the terms of this agreement are as follows: Engine \$1,500, Transmission \$1,200, Transfer case \$1,000, All other components, \$1,000. Towing maximum \$75.00 per breakdown. The total liability for the full term of this contract shall not exceed a maximum payout of accumulated claims of \$5,000 over the chosen term of your selected coverage. **Deductible \$100.00 per covered component breakdown.** **Limit of Liability Diamond Elite Plus Coverage** The limits of liability per breakdown under the terms of this agreement on 3 & 6 month contracts are as follows: Engine \$2,000, Transmission \$2,000, All other components, \$1,500. Towing maximum \$75.00 per breakdown. The total liability for the full term of this contract shall not exceed a maximum payout of accumulated claims of \$6,000 over the chosen term of your selected coverage. **Diamond Elite Plus Coverage and Diamond Elite Enhanced Coverage 12, 24, 36, 48 month terms.** - **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. **Aggregate** - The total of all benefits paid or payable while this **Agreement** in force shall not exceed the **NADA** trade in price **You** paid for **Your Vehicle** (excluding tax, title and license fees).

**D. Deductible:** In the event of a **Breakdown** covered by this **Agreement**, **You** may be required to pay a **Deductible**. To determine if a **Deductible** applies, and if so, the amount, please see the **Deductible** entry in the **Coverage** Selection Section, **Deductible** Choice, shown on the **Application**.

**E. Agreement Transfer:** **Your Agreement** may be transferable to someone to whom **You** sell or otherwise transfer **Your Vehicle** to while this **Agreement** is still in force providing no claims have been filed, either approved or denied by the original **Agreement** holder. This **Agreement** cannot be transferred if the title transfer of **Your Vehicle** passes through an entity other than the subsequent buyer, or **Your Vehicle** is sold or traded to a dealership, leasing agency or entity/individual in the business of selling Vehicles. This **Agreement** can only be transferred once and the transfer must be initiated by the original **Agreement Purchaser**. To transfer, the following must be submitted to the **Administrator**, Diamond Warranty Corp., within **ten (10) days of the change of ownership** to a subsequent individual purchaser: **1. Original Agreement and Application; 2. Transfer Application** signed by **You** and the purchaser of **Your Vehicle**. Call the **Administrator** for approval and return to the Dealership where **You** purchased this **Agreement** after approval from the **Administrator** to have a transfer **Application** mailed or faxed to **You**; **3. You** must submit a **one hundred dollar (\$100.00) Transfer Fee** made payable to the **Administrator**, Diamond Warranty Corp., and **4. You** must submit all copies of all maintenance records, a mileage statement and bill of sale. All terms and conditions of the original **Vehicle Service Agreement** will apply to the transferee. Any manufacturer's warranty must also be transferred at the same time as vehicle ownership transfer.

**NOTE:** The term and/or **Coverages** under some Vehicle manufacturer's warranties are reduced upon transfer to a subsequent vehicle owner. **Breakdowns** to components covered by the manufacturer during the term of the original manufacturer's warranty are not covered under this **Agreement** regardless of transfer. Copies of all maintenance records and original receipts showing actual oil changes and manufacturer's recommended maintenance must be given to the new owner and provided to the **Administrator** at the time of submission of the transfer **Application**. These maintenance records must be retained along with similar documentation for future maintenance work which the new owner has performed in accordance with the section titled **Agreement** holder's responsibilities - **Maintenance Requirements** and Service History as contained in this **Agreement**. If these requirements are not met, the **Administrator** has the right to deny the transfer of this **Agreement**.

**F. Renewal: (Fee \$50)** Must be done by selling dealer. Copy of the original Service **Agreement** must be attached to the renewal **Agreement**, and the vehicle must meet all Diamond Warranty's Dealer Guidelines at time of renewal. This **Agreement** can be renewed by the original contract holder and can also be renewed for additional term only based on the current retail rate for the selected plan, but is **not eligible for a coverage upgrade**. Diamond Warranty has the right to accept/reject any renewal request.

**G Cancellation of Your Agreement:** **1.** Return to the Dealer/Lessor to complete and sign cancellation forms; in such event, **You** are required to notify the **Administrator** and submit all required documents to the **Administrator** within 10 days. **2.** Mailing written notice to the Dealer/Lessor to cancel the **Agreement**; **3.** Vehicle must be a total loss or repossession to validate a cancellation (See Special State Requirements/Disclosures.) In either instance above, the request must be accompanied by a notarized affidavit indicating the odometer mileage reading at the date of the request. The **Administrator** may request all supporting documentation from **Your** primary insurance company or police reports indicating time and mileage at the time of incident. If this **Agreement** is cancelled and a claim has been filed, authorized or paid, **We** will refund an amount of the **Agreement** charge paid to **Us**, according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and date **Coverage** begins on the **Agreement**, less a fifty-dollar \$50.00 administrative fee. In the event of cancellation the **Leinholder** if any, will be named on a cancellation refund check as their interest may appear. **We** may cancel this **Agreement** at any time if: **1. Your Vehicle** is reported to **Us** as a **Total Loss or Repossessed by the Leinholder** listed on the **Agreement**; **2. Your Vehicle** odometer is disconnected or altered or the true actual miles cannot be determined, or verified or the vehicle odometer has been replaced; **3. Your Vehicle** is not used by **You** in a manner covered by this **Agreement**, including Vehicle modifications, commercial use as listed and not recommended by the manufacturer; **4.** The charge for the **Agreement** and **Agreement** Options is not Paid in Full to **Us** the **Administrator** Diamond Warranty Corp. by **Your** selling dealer; **5. You** employed intentional misrepresentations in the submission of a claim(s); **6. You** employed Intentional misrepresentations in obtaining the **Agreement**; **7. Your Vehicle** does not have a **Valid** manufacturer VIN Number or true odometer reading; **8. Your Vehicle** is title is branded as salvage, junk, rebuilt, or flood damaged. Notice of such cancellation will be delivered to **You** by registered mail. The notice of cancellation will state one of the above mentioned basis of cancellation. The cancellation will be effective as of the date of termination as stated in the notice of cancellation. If there is a refund due to **You** it will be processed by **Us** under the same calculations, terms and language stated above under Cancellation of **Your Agreement**. Cancellation refunds will be received within 45 days of receipt of completed paperwork.

**H. Lienholder Cancellation:** If **Your Vehicle** and this **Agreement** have been financed, the lienholder shown on the **Application** may cancel this **Agreement** for default of the loan **Agreement** or if **Your Vehicle** is declared a total loss due to accident or theft or is repossessed.

**I. Refund Calculation:** If this **Agreement** is cancelled within the first thirty (30) days from the effective date and no claims have been filed, authorized and/or paid, **We** will refund the authorized amount of the **Agreement** charge paid to the **Administrator**. If this **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, authorized, or paid, **We** will refund an amount of the **Agreement** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins less claim amount paid, less a fifty-dollar (\$50.00) administrative fee. In the event of cancellation, the **Leinholder**, if any, will be named on a cancellation refund check as their interest may appear.

**J. Our Rights to Recover Payment:** If **You** have a right to recover against another party for anything **We** have paid under this **Agreement** **Your** rights shall become **Our** rights. **You** shall do whatever is necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.

**K. Right of Removal:** In the event of any dispute between **Us** and the **Licensed Repair Facility** or **You**, **We** the **Administrator** **Diamond Warranty Corp.** shall have the right to remove the **Vehicle** and move it to a **Licensed Repair Facility** of **Our** choice.

**L. Agreement Reprint:** **You** may request a reproduction of this **Agreement** during the **Agreement** term by contacting the **Administrator** in writing. A \$10.00 processing fee must be included with the request.

**M. Guaranty:** **Our** obligations and the performance to **You** under this **Agreement** are guaranteed and insured by a policy issued by Wesco Insurance Company of 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866)-505-4048. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a claim directly with the Insurance Company. Please call (866)-505-4048 for instructions.

## 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.

### 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.

## SPECIAL STATE REQUIREMENTS (cont.)

### 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. 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.

## SPECIAL STATE REQUIREMENTS (cont.)

### 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)