



Diamond Warranty Corp.
 PO BOX 970 Pittston PA 18643
 Phone: Toll Free: 1-800-384-5023
 Claims: Toll Free: 1-877-392-7297
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DWC OFFICE USE ONLY	
Contract #	_____
Cost	_____
Check #	_____

APPLICATION FOR A VEHICLE SERVICE AGREEMENT

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

RETAIL CONTRACT PRICE \$: _____ Contract Application Date: ____/____/____

MANDATORY COVERAGE SURCHARGES: <input type="checkbox"/> DIESEL <input type="checkbox"/> DUAL WHEELS <input type="checkbox"/> SINGLE TURBO / SUPERCHARGER (OEM) <input type="checkbox"/> TWIN TURBO <input type="checkbox"/> DIAMOND 5 YEAR / 100,000 MILE POWERTRAIN COVERAGE VEHICLE MUST BE LESS THAN 15 YEARS OLD AT TIME OF SALE

STATED COMPONENT COVERAGE - \$100 DEDUCTIBLE PER REPAIR VISIT APPLIES

ENGINE GAS: All internally lubricated parts consisting of: crankshaft, and crankshaft bearings, camshaft bearings, hydraulic lifters, rocker arms, rocker arm shaft, and rocker arm assembly(s) intake and exhaust valves, and valve springs, oil pump, timing chain, timing cover, and "timing belt only if broken", pistons, and piston rings, rod bearings and connecting rods. Engine block and oil pan are covered only if damaged is caused by the failure of a covered component. **Diesel Engine: Surcharge applies.**

OEM: SINGLE TURBO-SUPERCHARGER (OEM): (Surcharge applies): All internally lubricated parts of the turbo or supercharger are covered. Case is covered only if damaged by the failure of internal covered components.

AUTOMATIC TRANSMISSION: All internally lubricated parts consisting of: front pump, input/output shafts, bearings, planetary assemblies, stator, pressure regulator valve, governor assembly, separator plate, valve body, torque converter, dipstick and filler tube. Transmission case and pan are covered only if damaged is caused by the failure of a covered component.

MANUAL TRANSMISSION: All internally lubricated parts consisting of: gears, input/output shafts, main shaft, counter shaft, input shaft, synchronizers, shift fork, internal bearings and case. (Manual clutch and related components are not covered.)

FRONT DRIVE AXLE ASSEMBLY: All internally lubricated parts, axle, axle bearings, carrier bearings, ring and pinion gears, universal joints, CV joints, (only if boots are not damaged, torn or missing). Drive axle housing is covered only if damaged is caused by the failure of a covered component.

REAR DIFFERENTIAL: All internally lubricated parts, drive shaft, universal joints, ring and pinion gears, pinion bearings, axle and axle bearings, thrust washers, side carrier bearings and carrier assembly. Drive axle housing is covered only if damaged is caused by the failure of a covered component.

FOUR WHEEL DRIVE/ALL WHEEL DRIVE: All internally lubricated parts transfer case, main shaft, drive chain, gears, bearings, shims, thrust washers, axles, differential, front drive shaft, universal joints, CV joints (only if boots are not damaged, torn or missing), drive shaft(s), yokes and drive shaft carrier, wheel bearings and spindles, transfer case and all internally lubricated parts.

FLUIDS & FILTERS: Are only covered in conjunction with the failure of a covered component.

SEALS & GASKETS: Are covered in conjunction with the failure of a listed covered component.

24/7-ROADSIDE ASSISTANCE: Included on all agreements (see page 2 for plan details).

RENTAL CAR REIMBURSEMENT: 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.

Replacement Covered Parts will be made of manufactured, remanufactured, rebuilt or used parts of like kind.

APPLICANTS ACKNOWLEDGMENT: I hereby apply for the service agreement for the vehicle identified above. I further understand that the vehicle is for personal use. **Purchase of a Service Agreement is not required to lease, purchase, or obtain financing for a motor vehicle.** My signature below signifies that I have reviewed and understand the time, mileage limitations, coverages, maintenance required and claims procedures. I have also reviewed the options listed above and I further acknowledged that if an option(s) is chosen the appropriate option box(s) have been clearly marked. If no option(s) boxes are marked this indicates that no option(s) will be covered. I understand that this Agreement is between the Diamond Warranty Corp and applicant named above.

I. DEFINITIONS

- A. **Administrator, We, Us, and Our** mean the obligor of this Agreement, Diamond Warranty Corp., PO BOX 970 Pittston PA 18640, 1-800-384-5023.
- B. **Agreement** means this Vehicle Service Agreement.
- C. **Agreement Holder, You, and Your** mean the purchaser of this Agreement as identified in the application for this Agreement, above, or a subsequent owner of the Vehicle to whom this Agreement was properly transferred.
- D. **Mechanical 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 and serviceability; when specifications exceed these manufacturer's tolerances, a mechanical breakdown will be considered to have occurred.
- E. **Selling Dealer** means the dealer from whom You purchased this Agreement and identified in the application for this Agreement, above.
- F. **Vehicle** means the vehicle covered by this Agreement as identified in the application for this Agreement, above.

II. **AGREEMENT COVERAGE TERMS.** Our obligation under this agreement begins date of receipt of this Agreement by Us and lasts for a period of the lesser of 5 years from the effective date or 100,000 miles from the mileage on the date the contract begins.

III. **NATURE OF AGREEMENT.** The Agreement Holder agrees and understands that this Agreement is NOT A POLICY OF INSURANCE.

IV. ENTIRE AGREEMENT

- A. This Agreement, including the terms, conditions, limitations, exceptions, definitions, and exclusions, the Application form and the Approval/Declaration page, together with any endorsements, if any, constitute the entire agreement. No one other than the parties hereto, by mutual agreement, may change this agreement or waive any of its provisions. This Agreement gives the Agreement Holder specific rights. The Agreement Holder may have other rights, which may vary from state to state in the United States or between provinces in Canada. This Agreement covers mechanical breakdown, and is for the sole benefit of the Agreement Holder named herein and applies only with respect to the described Vehicle. This Agreement shall be invalidated if there has been an inaccuracy, tampering or alteration to the odometer mileage of the Vehicle so that the Vehicle's true and actual mileage is not shown on the odometer or cannot be determined. If the odometer becomes inoperable during the term of this Agreement you must immediately notify Administrator and within 15 days of the odometer becoming inoperable provide documentation providing that the odometer has been repaired. In no event will the obligors total liability under this Agreement exceed the actual cash value of any of the covered parts and of the labor for repairs or replacement thereof, or the actual cash value of the described Vehicle less the applicable deductible. Cash value to be calculated as of the most recent repair date using a Nationally Published estimating guide, using the agreement holder's address of residence and zip code.
- B. The Service Agreement provides benefits for "Mechanical Breakdown" of "Covered Parts" installed by the Vehicle manufacturer, as those terms are defined below, aftermarket installed components are not covered under the terms of this contract. Any component that is not listed and selected at the time of purchase is not covered.

V. **GUARANTEE.** 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, Policy Number WIC-DIA-VSC-010115. 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.

VI. YOUR RESPONSIBILITIES

A. IN THE EVENT OF A MECHANICAL BREAKDOWN

- i. It is Your responsibility to authorize the tear down and diagnosis of the Vehicle to the point where damage is visible and a cause of failure can be determined.
- ii. It is Your responsibility to protect the Vehicle from further damage when a mechanical failure has occurred.
- iii. Continued operation of the Vehicle after any mechanical breakdown occurs shall in all cases constitute failure to protect the Vehicle. Failure to protect the Vehicle is not limited to continued operation after the mechanical breakdown alone, but may constitute other acts of neglect by the Agreement Holder.

B. LABOR

- i. Labor hours are based on National Standard Labor Rate Manuals, (Hourly Labor Rates Must Be a Labor Rate Accepted and Approved By the Administrator).
- ii. The Max Labor Rate reimbursed is \$65.00 per hour or the Repair Facility posted labor rate, whichever is less. Prior to authorization of a claim and prior to repairs being performed. We reserve the right to move the Vehicle to a state licensed repair facility of Our choice for repair(s) of a failed covered component(s).

C. MAINTENANCE

- i. Regular maintenance service is a condition of this Agreement. In order to keep this Agreement in force during its term, You must have the Vehicle serviced as recommended by the manufacturer's scheduled Maintenance Guide or, if a used vehicle You must change your oil and filter and check all fluid levels and perform all necessary regular Vehicle maintenance every 3,000 miles or 3 months or whichever occurs first. Check transmission fluid and check axle fluid every 3 months or 3,000 miles. Perform all special services as recommended by Manufacturer. The Agreement Holder must keep all maintenance receipts and furnish them upon Administrator's request. Printed receipts listing date, mileage, services performed, repair facility name and materials purchased will be the only acceptable as proof of maintenance.

VII. EXCLUSIONS. This Agreement DOES NOT Provide Component Coverage or Benefits for:

- A. Administrator has the right to deny coverage of any covered component(s) if the agreement and selected options chosen are not paid in full to the administrator within 30 days of the signing date of this agreement.
- B. Reimbursement for any repair or replacement made without prior authorization from the Administrator to a Repair Facility.
- C. Your claim aggregate has reached the Vehicle's purchase price.
- D. For repairs to any part or parts of the described Vehicle not specifically listed under Stated Component Coverage on the front of this contract.
- E. Any repair for the purpose of correcting engine compression or correcting excessive oil consumption when a mechanical breakdown has not occurred. Valve guides, stuck valves, burnt valves, burnt piston, and/or stuck rings are not covered.
- F. "Wear & Tear" to covered components.
- G. Component Failures that are the result of rust or corrosion are not covered under the terms of this agreement.
- H. Any repair that has been misdiagnosed by the licensed repair facility.
- I. Any condition that existed to any component that was not functioning properly at the time the Vehicle was purchased from the selling dealer.
- J. Repairs to seized or damaged components due to operation without sufficient manufactures specified fluid levels.

- K. The Engine block is not covered if damaged by overheating by lack of manufactures fluid level specifications.
- L. Damage to a covered component by the failure of a non-covered component.
- M. Accidental loss or damage, physical damage, Acts of God, flood, water, fire, vandalism.
- N. The failure of a component prior to agreement purchase date or information provided by you or the repair facility that cannot be verified or found to be fraudulent.
- O. Loss of time, expense, storage charges, loss of use of Vehicle, loss of profits, income or other consequential damages, including, but not limited to loss or damage or injury to persons or property resulting from mechanical breakdown of any of the covered component.
- P. Diagnostic time when a mechanical component is not covered by this agreement or shop supplies of any kind. Any cost incurred for diagnosis is the agreement holder's responsibility, if the inspection determines that the Mechanical Breakdown was not caused by the failure of a covered component of this agreement.
- Q. Mechanical Breakdown costs that are covered by a manufacturer's warranty, recall, factory bulletin or any other mechanical breakdown coverage. Mechanical breakdown costs that should be covered by the warranty of parts, or workmanship on a previously repaired or replaced component.
- R. A mechanical breakdown of a covered component caused by the Agreement Holder's negligence to follow manufacturer's suggested service intervals. If a used vehicle required services listed under Maintenance terms of this agreement.
- S. Any vehicle that has been modified or altered from original manufacturers specifications, including but not limited to the following modifications: frame, suspension of body lift kits, tires (not to OEM specifications), emission system, exhaust systems, engine, transmissions, and drive axle.
- T. Any mechanical breakdown occurring outside of the United States or Canada.
- U. Snow Removal Equipment or/and Vehicles using Snow Removal Equipment.
- V. Manual Clutch System or related components.
- W. Authorized repair Invoice must be received for payment within 45 days from date of the administrator's authorization.
- X. Options, only the selected options on the face of this contract will be covered.

VIII. HOW TO TRANSFER THIS AGREEMENT

- A. Your Agreement may be transferred 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 purchaser of this Agreement.
- B. 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.
- C. This Agreement can only be transferred once and the transfer must be initiated by the original purchaser of this Agreement.
- D. 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 Agreement will apply to the transferee. Any manufacturer's warranty must also be transferred at the same time as Vehicle ownership transfer.

IX. CANCELLATION & REFUNDS

- A. **OUR RIGHT TO CANCEL.** We may only cancel this Service Agreement for the following reasons:
 - i. Your non-payment of the purchase price of this Agreement.
 - ii. Your substantial breach of Your duties under this Agreement.
 - iii. Your material misrepresentation or fraud in entering into or making a claim under this Agreement.
- B. **YOUR RIGHT TO CANCEL.** You may cancel this Agreement at any time for any reason. To initiate the cancellation process, contact Your Selling Dealer to complete the necessary cancellation forms.
- C. **REFUNDS**
 - i. If You cancel this Agreement within 30 days of receipt of the Agreement, and no claims have been made, this Agreement is void and We will pay You a refund of the full purchase price of the Agreement. This right to void this Agreement is only applicable to the original purchaser of this Agreement and is not transferrable to any subsequent owners of the Vehicle
 - ii. If You cancel this Agreement after 30 days from receipt of the Agreement or if a claim has been made, We will pay you a prorated refund of the purchase price of the Agreement reflecting the greater of the days in force or the miles/kilometers driven based on the term of this Agreement, less the value of any claims paid and a cancellation fee of \$50.
 - iii. If We cancel this Agreement, We will pay you a prorated refund of the purchase price of the Agreement reflecting the greater of the days in force or the miles/kilometers driven based on the term of this Agreement, less the value of any claims paid.
 - iv. In most cases, if there is a refund due, the amount will be processed by the issuing Dealership/Entity. Refer to Special State Requirements, refunds will be processed within 45 days of receipt of requested documentation.
 - v. In the event the cost of this Agreement is financed, then the lender of said financing shall be additionally named on any refund check. If the Your Vehicle is repossessed or a total loss, the lender will be named sole payee on the refund check, and your right to receive the refund check will automatically be assigned to the lender.

X. LIMITS OF LIABILITY

- A. The limits of liability of the terms of this contract are as follows:
 - i. Engine \$2000
 - ii. Transmission \$1200
 - iii. Transfer case \$1,000
 - iv. All other components, \$1,000.
- B. The total liability for the full term of this contract shall not exceed a maximum payout of accumulated claims of \$5000 or the retail value of the Vehicle at the time of occurrence whichever is less.

XI. HOW TO MAKE A CLAIM

- A. **PRIOR AUTHORIZATION REQUIRED.** Agreement Holder's Repair Facility MUST obtain an authorization number from the Administrator PRIOR to repairing Vehicle. Repairs not approved or authorized by the Administrator WILL NOT be accepted or reimbursed.
 - i. To obtain prior authorization have the repair facility call Us at 877-392-7297 for verification of coverage and to obtain an authorization.

- ii. We will arrange for payment of authorized approved claim at that time.
- iii. We reserve the right to determine where repairs shall be made, to investigate all claims and inspect Vehicle by an independent inspection agency prior to authorization of a claim.
- iv. Once an authorization number is obtained and repairs are completed, all repair orders and documentation should be signed by You and submitted to Us within 45 days.

B. This Agreement includes Roadside Assistance. Should you fail to call Roadside Assistance for towing you will not be reimbursed for towing costs.

C. You are responsible for all applicable sales taxes.

D. **A \$100 deductible applies per repair visit.**

XII. ROADSIDE ASSISTANCE PROGRAM – INCLUDED ON ALL AGREEMENTS FOR A MAXIMUM TERM OF 60 MONTHS

A. 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, Plan “U” and have your 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 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 arranged through Nation Motor Club, Inc., administrative offices at 800 Yamato Road, Suite 100, Boca Raton, FL 33431. **For Arkansas, Hawaii, Louisiana, Massachusetts, Nevada, Tennessee, Texas and Washington members, services are provided by Nation Motor Club, Inc. dba Nation Safe Drivers.**

XIII. RENTAL CAR REIMBURSEMENT: You will be reimbursed \$30.00 per day for a maximum of 5 days (with the maximum total of \$150 per covered Mechanical Breakdown) covered component failure must require more than 10 hours’ labor time based on standard Mechanical Labor Estimating Guide. Diamond Warranty is not responsible for shop delays or delays beyond Administrator’s control including but not limited to the delivery of parts.

XIV. ARBITRATION. 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 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.

XV. 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:

A. ALABAMA

- i. If We cancel this Agreement, we shall mail You a written notice to Your last known address at least five (5) days prior to cancellation stating the effective date of and reason for the cancellation; however, notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by You.
- ii. 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.
- iii. If You are owed a refund under Section IX.C.i, a monthly penalty of ten percent (10%) of the purchase price of the Agreement will be added to a refund that is not paid or credited to You within forty-five (45) days after You return the Agreement to Us.
- iv. The cancellation fee referred to in Section IX.C is amended to \$25.

B. CONNECTICUT

- i. Connecticut Statutes, 42-221, requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used Vehicles with a sale price of \$3,000 but less than \$5,000 provides Coverage for 30 days or 1,500 miles, whichever occurs first. Used Vehicles with a sale price of \$5,000 or more provides Coverage for 60 days or 3,000 miles, whichever occurs first. The Vehicle You have purchased may be covered by this law. If so, the following is added to this Agreement: In addition to the dealer warranty required by this law, You have elected to purchase this Agreement, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Agreement. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Agreement apply only to this Agreement and are not the terms of the required dealer warranty.
- ii. Section XIV Arbitration is amended by adding the following: You should note that under Regulations of Connecticut State Agencies 42-260-3, You and Us are required to make reasonable efforts to resolve disputes regarding this Plan. If You and We cannot reach an Agreement. You may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs.
- iii. If the Vehicle is in the shop for covered repair at the time of expiration of this Agreement, the term of this Agreement will be extended until after those repairs are made.
- iv. You may cancel this Agreement if the Vehicle is sold, lost, stolen or destroyed.

C. GEORGIA

- i. Our obligations under this Agreement are guaranteed under a reimbursement insurance policy. The insurance company is Wesco Insurance Company of 59 Maiden Lane, 43rd Floor, New York, NY 10038. If We fail to pay or provide service on a claim or make a refund or consideration due within sixty (60) days after proof of loss or request for refund has been filed with Us, You are entitled to make a claim directly against the reimbursement insurance policy. Please call (866)-505-4048 for instructions on how to file a claim with the insurer.

- ii. Section IX.A. Our Right to Cancel is stricken and replaced with the following: We may only cancel this Agreement for Your fraud, material misrepresentation; or nonpayment of the Agreement's purchase price. If We cancel this agreement for Your fraud or material misrepresentation, we shall mail you notice of cancellation at least 30 days prior to the effective date of cancellation. If the reason for cancellation is Your nonpayment of the purchase price, notice shall be sent at least 10 days prior to the effective date of cancellation.
- iii. Sections IX.C.i through IX.C.iii regarding refunds are replaced with the following: If this Agreement is cancelled within the first sixty (60) days and no claims have been filed, We will refund the entire Agreement charge paid. If this Agreement is cancelled after the first sixty (60) days or a claim has been filed, We will refund an amount of the Agreement price accordingly to the pro rate method reflecting the greater of days in force or the miles driven based on the term of plan selected and the date Coverage begins. All cancellations requested by You will be calculated using the customary short rate method. An administration fee of ten percent (10%) of the pro rata refund will be applied if this Agreement is cancelled by You.
- iv. Section VII. Exclusions are as follows:
 1. For any condition known to the purchaser that existed (pre-existing condition) to any component that was not functioning properly at the time the covered Vehicle was delivered to the purchaser
 2. For any Breakdown occurring prior to the contract purchase date and reasonably known by you; For any Breakdown, if the repair information provided by You is not true.
 3. For any Breakdown caused by misuse, abuse or negligence made by you, or lack of scheduled maintenance required by the manufacturer's maintenance schedule for Your Vehicle, or improper servicing or repairs performed by you or for any Breakdown caused by lubricant 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 while owned by you
 4. If any alterations have been made to Your Vehicle while owned by You 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, all frame or suspension modifications, lift kits, oversized/undersized tires, trailer hitches, engine modifications, transmission modifications, and/or drive axle modifications, emissions and/or exhaust system modifications; For Breakdowns while owned by you, if the Vehicle odometer is broken, has been altered and/or ceased to operate subsequent to purchase of the Service Agreement so the actual vehicle mileage cannot be determined. The Vehicle owner is only responsible for the cost of the tear down and inspection of the Vehicle, if the repairs are not covered by this contract.

D. IDAHO

- i. Coverage afforded under this Agreement is not guaranteed by the Idaho Insurance Guarantee Association.

E. ILLINOIS

- i. The cancellation fee identified in Section IX.C shall not to exceed the lesser of 10% of the contract purchase price or \$50.00.

F. INDIANA

- i. This service contract is not insurance and is not subject to Indiana insurance law.
- ii. Your proof of payment to the issuing dealer for this Agreement shall be considered proof of payment to the Insurance Company which guarantees Our obligations to You, provided such insurance was in effect at the time You purchased this Agreement.
- iii. Section V is stricken in its entirety and replaced with the following: Our obligations under this Agreement are guaranteed under a reimbursement insurance policy. The insurance company is Wesco Insurance Company of 59 Maiden Lane, 43rd Floor, New York, NY 10038. If We fail to pay or provide service on a claim or make a refund or consideration due within sixty (60) days after proof of loss has been filed with Us, You are entitled to make a claim directly against the reimbursement insurance policy. Please call (866)-505-4048 for instructions on how to file a claim with the insurer.

G. IOWA

- i. This contract may be subject to provisions of the Iowa consumer credit code, chapter 537.
- ii. If You have questions regarding Your Agreement, You may contact the Insurance Commissioner at Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738.
- iii. Used parts will not be used to replace Covered Parts without prior written authorization from You. Rebuilt parts will not be used to replace Covered parts unless the parts are rebuilt according to national standards recognized by the Insurance Division.
- iv. If You are owed a refund under General Provisions I.1, a monthly penalty of ten percent (10%) of the purchase price of the Contract will be added to a refund that is not paid or credited to You within thirty (30) days after You return the Contract to Us.

H. LOUISIANA

- i. Section IX.C is revised to state that no claims paid will be deducted from any refund owed.

I. MAINE

- i. Section V is stricken in its entirety and replaced with the following: Our obligations under this Agreement are guaranteed under a reimbursement insurance policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038. If We fail to pay or provide service on a claim or make a refund or consideration due within sixty (60) days after proof of loss has been filed with Us, You are entitled to make a claim directly against the reimbursement insurance policy. Please call (866)-505-4048 for instructions on how to file a claim with the insurer.
- ii. If We cancel this Agreement, we shall mail You a written notice to Your last known address at least fifteen (15) days prior to cancellation stating the effective date of and reason for the cancellation.
- iii. If You are owed a refund under Section IX.C.i, a monthly penalty of ten percent (10%) of the purchase price of the Agreement will be added to a refund that is not paid or credited to You within forty-five (45) days after You return the Agreement to Us.
- iv. The cancellation fee referred to in Section IX.C shall not exceed the lesser of \$50 or 10% of the purchase price of the Agreement.

J. MARYLAND

- i. Our obligations under this Agreement are guaranteed under a reimbursement insurance policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038. If We fail to pay or provide service on a claim or make a refund or consideration due within sixty (60) days after proof of loss has been filed with Us, You are entitled to make a claim directly against the reimbursement insurance policy. Please call (866)-505-4048 for instructions on how to file a claim with the insurer.
- ii. If You are owed a refund under Section IX.C.i, a monthly penalty of ten percent (10%) of the purchase price of the Agreement will be added to a refund that is not paid or credited to You within forty-five (45) days after You return the Agreement to Us.
- iii. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

K. MASSACHUSETTS

- i. For residents of Massachusetts, the obligor for this Agreement is Your Selling Dealer.

L. MICHIGAN

- i. NOTICE: If the performance of this Agreement is interrupted because of a strike or work stoppage at Our place of business, the effective period of this Agreement shall be extended for the period of the strike or work stoppage.
- ii. Section XIV. Arbitration is amended to include the following: Judgement upon the arbitration award may be entered in any circuit court having jurisdiction thereof.

M. MISSOURI

- i. Notice of cancellation shall be mailed to You within forty-five (45) of cancellation of this Contract.
- ii. If You cancel this Agreement within the first 30 days, regardless of whether a claim has been made, We will refund to you the full purchase price of the Agreement less claims paid, if any. 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 Contract to the Administrator.

N. MINNESOTA

- i. If You are owed a refund under General Provisions I.1, a monthly penalty of ten percent (10%) of the purchase price of the Contract will be added to a refund that is not paid or credited to You within forty-five (45) days after You return the Contract to Us.
- ii. If We cancel this Contract, we shall mail You a written notice to Your last known address at least fifteen (15) days prior to cancellation stating the effective date of and reason for the cancellation.

O. NEVADA

- i. If You are owed a refund under Section IX.C.i, penalty of ten percent (10%) of the purchase price of the Agreement will be added to a refund that is not paid or credited to You within forty-five (45) days after You return the Agreement to Us for every additional thirty (30) day period for which the refund and any accrued penalties are not paid.
- ii. If We cancel this Agreement, we shall mail You a written notice to Your last known address at least fifteen (15) days prior to cancellation stating the effective date of and reason for the cancellation.

P. NEW HAMPSHIRE

- i. In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department, 21 S Fruit Street #14, Concord, NH 03301, (603) 271-2261.
- ii. Section XIV. Arbitration is revised to state that it is subject to New Hampshire RSA 542 and that any civil action or alternative dispute resolution procedure brought in connection with the Agreement may be brought in the courts of New Hampshire.

Q. NEW JERSEY

- i. If You are owed a refund under Section IX.C.i, a monthly penalty of ten percent (10%) of the purchase price of the Agreement will be added to a refund that is not paid or credited to You within forty-five (45) days after You return the Agreement to Us.
- ii. If We cancel this Agreement, we shall mail You a written notice to Your last known address at least five (5) days prior to cancellation stating the effective date of and reason for the cancellation; however, notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation or omission by You, or Your substantial breach of Your obligations under the Agreement regarding the Vehicle or its use.

R. NEW MEXICO

- i. The purchase price of this Agreement will be added to the Agreement prior to sale.
- ii. If You are owed a refund under Section IX.C.i, penalty of ten percent (10%) of the purchase price of the Agreement will be added to a refund that is not paid or credited to You within sixty (60) days after You return the Agreement to Us for every additional thirty (30) day period for which the refund and any accrued penalties are not paid.

S. NORTH CAROLINA

- i. The cancellation fee referred to in Section IX.C is limited to the lesser of \$50 or ten percent (10%) of the pro-rata refund amount.

T. OKLAHOMA

- i. The cancellation fee described in section IX.C shall be limited to ten percent (10%) of the unearned pro rata Purchase Price of the Agreement; provided, however, that no cancellation fee will be charged if We cancel the Agreement.
- ii. Diamond Warranty Corp.'s Oklahoma service contract provide license number is 865151.
- iii. This is not an insurance contract. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association.

U. SOUTH CAROLINA

- i. Please direct any questions or complaints You may have relating to this Agreement to Us. You may, at any time during Your discussions with Us, contact the South Carolina Department of Insurance directly at 1-800-768-3467 for assistance or by mail at P.O. Box 100105, Columbia, SC 29202-3105.
- ii. If You are owed a refund under Section IX.C.i, a monthly penalty of ten percent (10%) of the purchase price of the Agreement per month will be added to a refund that is not paid or credited to You within forty-five (45) days after You return the Agreement to Us.
- iii. If We cancel this Agreement, we shall mail You a written notice to Your last known address at least fifteen (15) days prior to cancellation stating the effective date of and reason for the cancellation; however, notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You, or Your substantial breach of Your duties under this Agreement related to the Vehicle or its use.

V. TEXAS

- i. Section V. Guarantee is stricken in its entirety and replaced with the following: 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, Policy Number WIC-DIA-VSC-010115. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, or if a refund is not paid with forty-five (45) days of cancellation of the Agreement, You may file a claim directly with the Insurance Company. Please call (866)-505-4048 for instructions.
- ii. A monthly penalty of ten percent (10%) of the purchase price of the Agreement will be added to any refund that is not paid or credited to You within forty-five (45) days after You return the Agreement to Us.

- iii. If We cancel this Agreement, we shall mail You a written notice to Your last known address at least five (5) days prior to cancellation stating the effective date of and reason for the cancellation; however, notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You, or Your substantial breach of Your duties under this Agreement related to the Vehicle or its use.
- iv. If We cancel this Agreement, no cancellation fee will be assessed.
- v. 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

W. UTAH

- i. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.
- ii. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association.
- iii. Section IX.A Our Right to Cancel is revised to state that We may only cancel this Agreement for the following reasons: material misrepresentation, substantial change in the risk assumed, Your substantial breach of Your duties under this Agreement, or Your nonpayment of the purchase price of this Agreement. If the reason for cancellation is material misrepresentation, substantial change in the risk assumed, or Your substantial breach of Your duties under this Agreement we will deliver written notice of cancellation via first-class mail at least thirty (30) days prior to the effective date of the cancellation. If the reason for cancellation is Your nonpayment of the purchase price of this Agreement, we will deliver written notice of cancellation via first-class mail at least ten (10) days prior to the effective date of the cancellation.

X. WISCONSIN

- i. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.
- ii. If You are owed a refund under Section IX.C.i, a monthly penalty of ten percent (10%) of the purchase price of the Agreement will be added to a refund that is not paid or credited to You within forty-five (45) days after You return the Agreement to Us.
- iii. Section V is stricken in its entirety and replaced with the following: Our obligations under this Agreement are guaranteed under a reimbursement insurance policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038. If We fail to pay or provide service within sixty (60) days after proof of loss has been filed with Us, or if We become insolvent or are otherwise financially impaired, You are entitled to make a claim directly against the reimbursement insurance policy. Please call (866)-505-4048 for instructions on how to file a claim with the insurer.
- iv. Section IX.A Our Right to Cancel is revised to state that We may only cancel this Agreement for the following reasons: material misrepresentation to Us by You, Your substantial breach of Your duties under this Agreement, or Your nonpayment of the purchase price of this Agreement. If We cancel this Agreement, we shall mail to you written notice of cancellation stating the reason for and effective date of cancellation at least five (5) days prior to the effective date of the cancellation.
- v. If We cancel this Agreement, no cancellation fee will be assessed.
- vi. The cancellation fee referred to in Section IX.C is limited to the lesser of \$50 or ten percent (10%) of the purchase price of this Agreement.
- vii. The following is added to Section IX: In the event of a total loss of the Vehicle, You may cancel this Agreement and receive a prorated refund of the purchase price of the Agreement, less any claims paid.

Y. WYOMING

- i. If You are owed a refund under Section IX.C.i, a monthly penalty of ten percent (10%) of the purchase price of the Agreement will be added to a refund that is not paid or credited to You within forty-five (45) days after You return the Agreement to Us.
- ii. If We cancel this Agreement, we will mail notice stating the effective date and reason for the cancellation at least ten (10) days prior to the cancellation; however, no notice is required if the reason for cancellation is nonpayment, a material misrepresentation by You, or Your substantial breach of the Agreement relating to the Vehicle or its use.

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 administrators 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 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.

