

# GENERAL MOTORS PROTECTION PLAN

P.O. Box 6855  
Chicago, Illinois 60680-6855  
(800) 631-5590

## MAJOR GUARD COVERAGE XX Months or XXX,XXX Miles

AGREEMENT HOLDER:

SAMPLE CUSTOMER  
123 MAIN STREET  
ANYTOWN, MI 12345-6789

AGREEMENT  
REFERENCE NUMBER:

800123456

COVERED VEHICLE NUMBER:

XXXXXXXXXXXXXXXXXXXX

**Agreement  
Expiration Date:**  
99/99/9999

**Agreement  
Expiration Mileage:**  
999,999

**Agreement  
Deductible:**  
\$0

**(MG) MAJOR GUARD coverage starts on the date and at the mileage you purchase this Agreement and ends on 99/99/9999 or at 999,999 miles, whichever occurs first.**

This Agreement is between the Agreement Holder identified above ("YOU" or "YOUR") and the Provider, GMAC Service Agreement Corporation ("WE", "US", or "OUR"), and includes the terms of YOUR Contract Registration.

## **DEFINITIONS**

**When the following terms appear in all capital letters and bold print, they have these meanings:**

"**CLAIM**" refers to any **COST** for which **YOU** seek payment or reimbursement from **US** under this Agreement.

"**COST**" refers to the usual and fair charges for parts and labor to repair or replace a covered part or perform a covered service.

"**DEDUCTIBLE**" as identified on page 1, is the amount **YOU** pay per repair visit for repairs covered by this Agreement. If the same covered part fails again, no **DEDUCTIBLE** will apply.

"**FAILURE**" refers to the inability of an original or like replacement part covered by this Agreement to function in normal service.

"**VEHICLE**" refers to the covered **VEHICLE** as identified on page 1.

## **WHAT THIS AGREEMENT COVERS**

### **MAJOR GUARD COVERAGE**

**WE** will pay **YOU** or a licensed repairer the **COST, in excess of the DEDUCTIBLE**, to remedy any **FAILURE using new, used, or remanufactured parts**, except as explained in the items listed under the section "WHAT THIS AGREEMENT DOES NOT COVER".

### **RENTAL COVERAGE**

**WE** will pay the charge to rent a replacement vehicle or pay for public transportation up to \$35 per day and a maximum of \$175 per repair visit if the **VEHICLE** is accepted for repairs or services covered by either **YOUR New Vehicle Limited or Powertrain Warranty or this Agreement**.

To be covered, the repair or service must require 2.0 or more manufacturer's labor time guide hours or cause the VEHICLE to be inoperable and kept in the repair facility overnight. The total dollar limit per repair visit will be increased to a maximum of \$280 if the repairs are delayed because of a parts delay and WE are notified of the delay within the first five (5) days of the rental period.

Rental reimbursements will be made only for rental vehicles obtained through dealerships or licensed rental agencies. Bus or taxi transportation expenses will also be reimbursed. Original receipts must be provided.

If YOUR New Vehicle Limited or Powertrain Warranty is in effect, rental coverage will apply for only that amount in excess of the amount covered by that warranty or any courtesy transportation program.

## **TOWING AND ROAD SERVICE**

WE will authorize towing or emergency road service for any disablement of the VEHICLE or reimburse YOU up to \$75 for these services.

**For Towing and Emergency Road Service Assistance  
call 1-800-439-8318**

If YOUR New Vehicle Limited or Powertrain Warranty is in effect, this protection will apply for only that amount in excess of the amount covered by that warranty.

## **WHAT THIS AGREEMENT DOES NOT COVER**

Unless required in connection with the repair of a covered part, WE will not pay anything under this Agreement for engine tune-up, suspension alignment, wheel balancing, filters, lubricants, engine coolant, drive belts, radiator hoses, heater and vacuum hoses, windshield wiper blades, air conditioning recharging, fluids, spark/glow plugs and wires, brake pads and linings, brake shoes and rotors, manual clutch disc, or any maintenance service or part required to be performed or replaced as recommended by the VEHICLE manufacturer's Maintenance Schedule.

Additionally, neither rust damage nor any of the following parts as defined by the VEHICLE manufacturer's parts manual are covered under any circumstance: sheet metal, chassis frame, cross members, body rails, body panels or other body parts, bumpers, glass, carpet, weather-strips, lenses, sealed beams, light bulbs, tires, trim, convertible or vinyl tops, moldings, bright metal, upholstery, paint, exhaust system, catalytic converter, hinges, brake drums, shock absorbers, or batteries. In addition, the following are not covered: correction of air and water leaks, wind noise, odors, squeaks, or rattles.

This Agreement is not responsible for a FAILURE or CLAIM:

- a) Caused by misuse, abuse, negligence, alterations, or modifications made to YOUR VEHICLE;
- b) Caused by lack of maintenance required by the Maintenance Schedule for YOUR VEHICLE, as detailed in YOUR Owners Manual;
- c) Caused by collision, fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, or animal;
- d) Caused by racing or other competition;
- e) Caused by a condition that existed prior to purchase of this Agreement, or if the odometer has stopped or been changed;
- f) Caused by pulling a trailer or another vehicle, unless YOUR VEHICLE is equipped for this as recommended by the VEHICLE manufacturer;
- g) Subject to any warranty, VEHICLE manufacturer recall or guarantee issued by the VEHICLE manufacturer or a repairer;
- h) Occurring outside the fifty (50) United States of America, the District of Columbia, and Canada;
- i) Relating to any part which is not original VEHICLE manufacturer equipment or a like replacement part, whether or not it meets VEHICLE manufacturer specifications. Examples may include, but are not limited to, garage door openers, cellular telephones, theft deterrent systems, and air conditioning components;
- j) Relating to any communication, navigational, or entertainment devices that become unusable or unable to function as intended due to changes in content, technology, or wireless service;
- k) Caused by contaminated fuel systems or other contaminated fluids.

Finally, no benefits are available hereunder:

- l) If a material misrepresentation was made on the Contract Registration, or if YOU are no longer using YOUR VEHICLE in accordance with the eligibility requirements stated on the Contract Registration;
- m) For economic loss, including loss of time, inconvenience, lodging, food, storage or other incidental or consequential loss or damage that may result from a FAILURE;
- n) For diminution in VEHICLE value.

## **YOUR RESPONSIBILITIES**

YOU must properly maintain the covered VEHICLE as recommended by the VEHICLE manufacturer. If requested, proof of required service, including receipts and work orders showing date and mileage of the VEHICLE at the time of service, must be presented to US in the event of a FAILURE or CLAIM.

## **CLAIM PROCEDURES**

In the event of a FAILURE YOU must:

- 1) Use reasonable means to protect the covered VEHICLE from additional damage.
- 2) Contact the dealership from whom YOU purchased this Agreement.
- 3) Obtain prior authorization from US before any work is done on the covered VEHICLE.

If YOU need assistance in submitting a CLAIM or obtaining a service covered by this Agreement, contact YOUR selling dealership. If YOU cannot contact the selling dealer for assistance, call 1-800-631-5590 in the United States or 1-800-268-7676 in Canada, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

If necessary, YOU must allow US to inspect the VEHICLE and provide any information WE may reasonably require (including proof of required maintenance) prior to completion of any repair.

WE may reimburse YOUR COST to repair or replace a covered part, if YOU submit an original paid invoice from a licensed repair facility, or WE may authorize and pay for the repair, replacement, or service ourselves. In either event, WE strongly recommend that YOU return to YOUR selling dealer or a GM Goodwrench dealer for covered repairs and services. Covered repairs and services may be performed by the licensed repair facility of YOUR choice.

## **LIMIT OF LIABILITY**

OUR limit of liability shall not exceed the actual cash value of the VEHICLE, less the DEDUCTIBLE, for any one repair visit.

## **CUSTOMER SATISFACTION PROCEDURE**

YOUR satisfaction and goodwill are important to US. Sometimes, however, despite the best intentions of all concerned, misunderstandings can occur. If a matter has not been resolved to YOUR satisfaction, the following steps should be taken:

**STEP ONE** - Discuss YOUR concerns with a member of the dealership management staff or owner of the facility. Normally, concerns can be quickly resolved at that level.

**STEP TWO** - If after contacting such persons YOUR concerns remain unresolved, contact US at 1-800-631-5590, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

## **APPRAISAL OF LOSS**

If YOU do not agree with US on the amount of loss, either party may demand an appraisal of the loss. In this event, within sixty (60) days after the date a CLAIM is filed, each party will select a competent appraiser. The two appraisers will select an umpire and separately state the actual cash value and the amount of loss. If the appraisers fail to agree, they will submit their differences to the umpire. Each party will: a) pay their chosen appraiser; and b) bear the expenses of the umpire equally. An appraisal shall not act as a waiver of OUR rights or YOUR rights under this Agreement.

## **TRANSFER**

To transfer this Agreement, contact the selling dealer for assistance, or YOU may contact US and WE will provide YOU with a transfer form which must be completed by YOU and the new owner of the VEHICLE and submitted to US along with a \$50 check or money order to cover the transfer fee. In either event, WE must be notified within thirty (30) days of the date VEHICLE ownership is transferred or this Agreement will no longer be in force. In the event of YOUR death, coverage will be available to YOUR spouse or legal representative.

## **AGREEMENT CANCELLATION AND REFUNDS**

To cancel this Agreement, contact the selling dealer. The dealer will assist with YOUR cancellation request and verify the mileage of the covered VEHICLE. If YOU need additional assistance call US at 1-800-631-5590.

If YOU cancel within sixty (60) days of the date this Agreement was purchased, the entire purchase price will be refunded unless YOU have made a CLAIM. If YOU have made a CLAIM or if YOU cancel more than sixty (60) days after the purchase date, YOU or a person authorized by YOU will receive a prorated refund of the purchase price, less a \$50 administration fee. The proration will be based on the lesser of days or miles of coverage remaining. WE will not subtract the COST of a CLAIM, if any, from YOUR refund.

WE may cancel this Agreement in the event the charge for YOUR Agreement has not been paid, the odometer has been disconnected or altered, the New Vehicle Limited or Powertrain Warranty has been canceled or voided, or if there is a material misrepresentation on the Contract Registration. If WE cancel, YOU will not be charged an administration fee. If YOUR VEHICLE is a total loss or repossessed, YOUR cancellation rights under this Agreement will transfer to the Lienholder, if any.

No refund will be paid if this Agreement was provided with the VEHICLE at no additional charge. If canceled, coverage may not be repurchased by YOU or reinstated on the VEHICLE.

If any portion of this Agreement, or any form attached to it, conflicts with the statutes in the state where this Agreement was issued, such portions shall be amended to conform to such statutes.

The obligations of the provider under this Agreement are covered by a policy of insurance issued by MIC Property and Casualty Insurance Corporation, Executive/Administrative Offices: 300 Galleria Officentre, Suite 200, Southfield, MI 48034. In the event the provider does not pay any CLAIM or make any refund or consideration due, including the return of any unearned provider fee, within thirty (30) days after proof of loss has been filed or the provider ceases to do business or goes bankrupt, YOU may apply directly to MIC Property and Casualty Insurance Corporation for the protection afforded by this Agreement.