

GENERAL MOTORS PROTECTION PLAN

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

SMART PROTECTION COVERAGE XX Months or XX,000 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

(SN) SMART PROTECTION 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

SMART PROTECTION 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.

TRIP INTERRUPTION

If a covered FAILURE occurs more than 100 miles from YOUR home and before YOU reach YOUR destination and results in a licensed repair facility keeping YOUR VEHICLE overnight, WE will reimburse YOU up to \$150 per day and a maximum of \$750 per repair visit for unplanned hotel and/or restaurant expenses while YOUR VEHICLE is being repaired at the licensed repair facility. Original receipts must be provided. No DEDUCTIBLE will apply.

If YOUR New Vehicle Limited or Powertrain Warranty is in effect, Trip Interruption 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 (except as provided under the terms of the Trip Interruption coverage afforded by this Agreement), 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.

This Agreement may not be transferred to a subsequent **VEHICLE** owner if the manufacturer's New Vehicle Limited Warranty (Basic Warranty), Powertrain Warranty, or any other manufacturer component warranty is not transferable or the term of such manufacturer's warranty is reduced by time or mileage.

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.