

GM PROTECTION PLAN

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

SMART CARE 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

Smart Care 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 Risk Services, Inc. ("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:

"**SELLING DEALERSHIP**" is the dealership from whom this Agreement was purchased.

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

"**COST**" refers to the agreed upon reimbursement rate for parts and labor to perform a covered service under the stipulations and limitations of this program.

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

WHAT THIS AGREEMENT COVERS

Smart Care maintenance services must be performed at the **SELLING DEALERSHIP**. **WE** will pay the **SELLING DEALERSHIP** the **COST** to perform scheduled chassis lubrication, oil change, oil filter replacement, and tire rotation services recommended in the maintenance schedule detailed in **YOUR** Owner's Manual. Services must be performed at the time/mileage intervals stated in the maintenance schedule.

WHAT THIS AGREEMENT DOES NOT COVER

WE will not pay anything under this Agreement other than recommended scheduled maintenance as described above.

CLAIM PROCEDURES

If **YOU** need assistance obtaining a service covered by this Agreement, contact **YOUR SELLING DEALERSHIP**. If **YOU** cannot contact the **SELLING DEALERSHIP** 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.

In the event **YOU** are not able to return to **YOUR SELLING DEALERSHIP** for service due to **YOU** moving or **YOUR SELLING DEALERSHIP** is no longer in business, Smart Care maintenance services must be performed at a licensed repair facility. **WE** will either reimburse **YOU** or pay the licensed repair facility at the agreed upon **COST**. Original paid invoices must be submitted.

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 **SELLING 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.

TRANSFER

To transfer this Agreement, contact the **SELLING DEALERSHIP** 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 DEALERSHIP**. The **SELLING DEALERSHIP** 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 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.