

REPAIR ADVANTAGE

P.O. Box 802528
Chicago, Illinois 60680-2528
(800) 435-3381

REPAIR ADVANTAGE MAX XX Months or XXX,XXX Miles

AGREEMENT HOLDER:

SAMPLE CUSTOMER
123 MAIN STREET
ANYTOWN, MI 12345-6789

COVERED VEHICLE IDENTIFICATION NUMBER:

AGREEMENT
REFERENCE NUMBER:

800123456

XXXXXXXXXXXXXXXXXXXX

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

**Agreement
Expiration Mileage:**
999,999

**Agreement
Deductible:**
\$0

REPAIR ADVANTAGE MAX coverage starts on the date and 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 charges for parts and labor that do not exceed the Manufacturer's Suggested Retail Price for parts or the shop labor time as shown in the current year's Mitchell, Motor or ALLDATA labor time guides 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 to those repairs.

"**DISAPPEARING DEDUCTIBLE**" means that if **YOU** purchased the **DISAPPEARING DEDUCTIBLE ("DD")** option and return to the **SELLING DEALERSHIP** for **YOUR** covered mechanical repairs, no **DEDUCTIBLE** will apply to those repairs.

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

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

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

WHAT THIS AGREEMENT COVERS

REPAIR ADVANTAGE MAX 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 \$30 per day and a maximum of \$150 per repair visit if the **VEHICLE** is accepted for mechanical repairs or services covered by either **YOUR** New Vehicle Limited or Powertrain Warranty or this Agreement. No **DEDUCTIBLE** will apply.

If the **VEHICLE** is repaired at the **SELLING DEALERSHIP** the dollar limit will increase to \$35 per day and a maximum of \$175 per repair visit, or in the event of a parts delay, a maximum benefit of \$245 per repair visit, as long as **WE** are notified of the parts delay within the first five (5) days of the rental period.

This coverage is available only if the repair or service requires 2.0 or more labor time guide hours or cause the **VEHICLE** to be inoperable and kept in the repair facility overnight.

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 pay or reimburse **YOU** for towing or emergency road service expenses for any disablement of **YOUR VEHICLE** up to a maximum of \$50 per occurrence. **YOU** must provide **US** with a receipt in order for covered expenses to be reimbursed. Coverage is limited to one **CLAIM** per occurrence. No **DEDUCTIBLE** will apply.

If **YOUR VEHICLE** is towed to and repaired at the **SELLING DEALERSHIP**, the tow payment or reimbursement maximum will increase up to \$75 per occurrence.

**For Towing and Emergency Road Service Assistance
call 1-866-235-3887**

If **YOUR** New Vehicle Limited or Powertrain Warranty is in effect, Towing and Road Service will be limited to only that amount which is 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 \$75 per day and a maximum of \$375 per repair visit for unplanned hotel and restaurant expenses while **YOUR VEHICLE** is being repaired at the licensed repair facility. Original receipts must be provided. No **DEDUCTIBLE** will apply.

WHAT THIS AGREEMENT DOES NOT COVER

WE will not pay anything under this Agreement for: carburetors, batteries, battery cables, shock absorbers, manual transmission clutch assembly, friction clutch disc and pressure plate, throw out bearing, pilot bearings, manual linkages, distributor cap and rotor, glass, lenses, headlamps and projection lamp assemblies, sealed beams, light bulbs, fuses, circuit breakers, brake rotors and drums, exhaust system, evaporative and exhaust emission systems, catalytic converter, weather strips, trim, moldings, bright metal, chrome, upholstery and carpet, zippers, fasteners, hinges, cup holders, dash pad and vents, seat tracks, seat frames, seat recliner mechanisms, paint, outside ornamentation, inside and outside door handles, manual and manual remote mirrors, bumpers, body sheet metal and panels, body parts, rust damage, chassis frame, frame and engine cradles, cross members, body rails, body mounts, brackets and structural body parts, hatch and hood lift cylinders, vinyl and convertible tops, tires, wheels/rims, mechanical adjustments, and air conditioning recharging.

Additionally, repairs to correct squeaks, rattles, air/wind noise, air/water leaks, odors, and contaminated fuel systems are not covered. Also not covered are any maintenance services and parts described in **YOUR VEHICLE** manufacturers owner's manual and all other normal maintenance services and parts which include, but are not

limited to: suspension/steering/wheel alignments, wheel balancing, tune-ups, spark plugs, spark plug wires, glow plugs, hoses (except high pressure steering and air conditioning hoses), heater and vacuum hoses, radiator hoses, drive belts, timing belts (if not replaced at manufacturer recommended maintenance interval), brake pads, brake shoes, drain/fill plugs, wiper blades, shop supplies, environmental waste, freight, or storage charges.

Attaching nuts, bolts, studs or attaching hardware, fluids, lubricants, coolants, air conditioner recharge, and filters will not be covered except where required in connection with a FAILURE.

This Agreement is not responsible for a FAILURE or CLAIM under the following conditions:

- a) Caused by misuse, abuse, negligence, alterations, or modifications made to YOUR VEHICLE including, but not limited to, the breakdown of any custom or add-on parts, all frame or suspension modifications, lift kits, oversized/undersized tires, trailer hitches, emissions and/or exhaust system modifications, or engine modifications; or if YOU are using YOUR VEHICLE in a manner not recommended by the manufacturer;
- b) Caused by lack of maintenance required by the Maintenance Schedule for YOUR VEHICLE, as detailed in YOUR Owner's Manual;
- c) Caused by an outside force including, but not limited to, collision, fire, theft, freezing, vandalism, riot, animal, explosion, lightning, earthquake, windstorm, hail, water, salt, environmental damage, introduction of foreign objects, contamination of fluids, fuels, coolants or lubricants, or any other consequential damage;
- d) Caused by a condition that existed prior to purchase of this Agreement, if the odometer has stopped or been changed, or if the information provided by YOU or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate;
- e) Caused by pulling a trailer or another vehicle, unless YOUR VEHICLE is equipped for this as recommended by the VEHICLE manufacturer;
- f) If YOUR VEHICLE is used for rental, taxi, limousine, shuttle, school or church bus, carpet cleaning service, towing or tow truck, police or emergency service, racing or other competitive driving, snow removal/plow service, or for transporting people for a fee;
- g) Subject to any warranty, VEHICLE manufacturer recall or guarantee issued by the VEHICLE manufacturer or a repairer;
- h) Caused by a non-covered part(s). If a part(s) is not covered, the labor to diagnose, teardown, reassemble, repair or replace said part(s) is also not covered;
- i) For any breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged, or that the manufacturer will repair at its expense, and/or for any repairs under a manufacturer's bulletin that pertain to customer satisfaction when the dependability or reliability of the part listed in the bulletin is not affected;
- j) Occurring outside the fifty (50) United States of America, the District of Columbia, and Canada;
- k) Relating to any part which is not original VEHICLE manufacturer equipment or a like replacement part, whether or not it meets VEHICLE manufacturer's specifications. Examples may include, but are not limited to, garage door openers, cellular telephones, theft deterrent systems, and air conditioning components;
- l) 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;
- m) Caused by sludge or carbon build-up, or by failing to maintain proper levels of lubricants and/or coolants or to immediately cease VEHICLE operation and protect YOUR VEHICLE from further damage when a breakdown has occurred;
- n) For any repair or replacement of any covered part if a breakdown has not occurred, whether or not a repair facility recommends or requires repair or replacement of that part;
- o) For any wear on a part that has not exceeded the field tolerances allowed by the manufacturer for the mileage on the VEHICLE at the time of suggested repair or replacement;
- p) For any liability for property damage, or for injury to or death of any person, or for loss of use, time, profit, or inconvenience arising out of the operation, maintenance, or use of YOUR VEHICLE whether or not related to the covered parts;
- q) Diminution in VEHICLE value.

Finally, no benefits are available hereunder:

- r) 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;
- s) For economic loss, including 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 or a breakdown of a non-covered part.

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**.

If **YOU** are unable to provide the required maintenance records and disassembly of **YOUR VEHICLE** is necessary to verify the **CLAIM**, the **COST** of that disassembly and any related reassembly will be **YOUR** responsibility if **WE** do not cover the **CLAIM**.

CLAIM PROCEDURES

In the event of a **FAILURE YOU**:

- 1) Must use reasonable means to protect the covered **VEHICLE** from additional damage.
- 2) Should contact the **SELLING DEALERSHIP**, and
- 3) Must 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 DEALERSHIP** for assistance, call 1-800-435-3381, Monday through Friday, 7:00 a.m. to 6:00 p.m. Central time.

WE strongly encourage that **YOU** have **YOUR VEHICLE** repaired at **YOUR SELLING DEALERSHIP**. However, if this is not possible, **YOU** must have the **VEHICLE** repaired at a licensed repair facility and contact **US** for approval prior to obtaining service to qualify for coverage. 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 that has been authorized by **US** 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 encourage that **YOU** return to **YOUR SELLING DEALERSHIP** for covered repairs and services. Covered repairs and services may be performed by the licensed repair facility of **YOUR** choice after obtaining **OUR** prior authorization.

LIMIT OF LIABILITY

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

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 1-800-435-3381, Monday through Friday, 7:00 a.m. to 6:00 p.m. Central 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 of the **VEHICLE** 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 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.

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 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 1-800-435-3381.

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.

Repair Advantage State-Specific Exceptions

September 27, 2011

(Not applicable to Car Care)

Alaska Exception Language

The Obligor on Alaska Repair Advantage is the Selling Dealer.

There is no cancellation fee.

Alabama Exception Language

Agreement Cancellation and Refunds

The cancellation fee is \$25.

If **YOUR** cancellation refund is not paid within forty-five (45) days of **YOUR** request to cancel, a ten percent (10%) penalty per month will be added to **YOUR** refund.

If **WE** cancel because the odometer has been disconnected or altered, or because the New Vehicle Limited or Powertrain Warranty has been canceled or voided, **WE** will give **YOU** five (5) days notice of cancellation.

Arizona Exception Language

What This Agreement Does Not Cover

This Agreement is not responsible for a **FAILURE** or **CLAIM** under the following conditions:

- a) Caused by **YOUR** misuse, abuse, negligence, alterations, or modifications made to **YOUR VEHICLE** including, but not limited to, the breakdown of any custom or add-on parts, all frame or suspension modifications, lift kits, oversized/undersized tires, trailer hitches, emissions and/or exhaust system modifications, or engine modifications; or if **YOU** are using **YOUR VEHICLE** in a manner not recommended by the manufacturer;
- d) Caused by a condition that existed prior to purchase of this Agreement, if the odometer has stopped or been changed after this contract has been purchased, or if the information provided by **YOU** or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate;
- e) Caused by **YOUR** pulling a trailer or another vehicle, unless **YOUR VEHICLE** is equipped for this as recommended by the **VEHICLE** manufacturer;
- k) Relating to any part which is either not recommended by the vehicle manufacturer or does not meet vehicle manufacturer specifications;

Claim Procedures

If prior authorization cannot be obtained, **YOU** may proceed with emergency repairs and notify **US** as soon as possible.

Agreement Cancellation and Refunds

To cancel this Agreement, **YOU** may contact **US** directly, or return this agreement to **YOUR SELLING DEALERSHIP**.

If **YOU** cancel within sixty (60) days of **YOUR** purchase, 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, the unused portion of the purchase price, less a \$50 administration fee will be refunded to **YOU** or a person authorized by **YOU** to receive it for **YOUR** account. The amount of refund will be prorated using 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. 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.

State Disclosure

The time and mileage limits of any new vehicle plan commence on the same date as the manufacturer's warranty. Contract term includes the manufacturer's warranty.

California Exception Language

What This Agreement Does Not Cover

This Agreement is not responsible for a **FAILURE** or **CLAIM** under the following conditions:

d) Caused by a condition that existed prior to purchase of this Agreement, or if the odometer has stopped or been changed;

g) Subject to any warranty, VEHICLE manufacturer recall or guarantee issued by the VEHICLE manufacturer or a repairer, or if the New Vehicle Limited or Powertrain Warranty has been canceled or voided;

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.

If YOU are unable to provide the required maintenance records and disassembly of YOUR VEHICLE is necessary to verify the CLAIM, the COST of that disassembly and any related reassembly will be YOUR responsibility if WE do not cover the CLAIM.

Limit of Liability

The vehicle's actual cash value is determined immediately prior to the **FAILURE**.

Appraisal of Loss

The Appraisal of Loss clause is not applicable.

Agreement Cancellation and Refunds

If **YOU** cancel within sixty (60) days of **YOUR** purchase, 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, the unused portion of the purchase price, less an administration fee of \$25 or ten percent (10%) of the purchase price, whichever is less, will be refunded to **YOU** or a person authorized by **YOU** to receive it for **YOUR** account within thirty (30) days of the date this Agreement is cancelled. The amount of refund will be prorated using 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, or if there is a material misrepresentation on the Contract Registration.

If **WE** cancel, **WE** will give **YOU** five (5) days notice of cancellation, and state the specific reason for cancellation.

Insurance Disclosure

Performance to YOU under this contract is guaranteed by a California- approved insurance company. The name and address of the insurance company is MIC Property and Casualty Insurance Corporation, 300 Galleria Officentre, Suite 200, Southfield, MI 48034. YOU may file a CLAIM with this insurance company if any promise made in the contract has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. If YOU are not satisfied with the insurance company's response, YOU may contact the California Department of Insurance at 1-800-927-4357.

State Disclosure

GMAC Service Agreement Corporation's Provider License No. is 0C64527.

WE will deliver **YOUR** Agreement to **YOU** within sixty (60) days after **YOU** purchase this Agreement.

Connecticut Exception Language

Resolution of Disputes

The section titled "Appraisal of Loss" is replaced with the following:

Resolution of Disputes

If **YOU** do not agree with **US** on the amount of loss, **YOU** may pursue arbitration to settle the disagreement. To request arbitration, mail **YOUR** complaint to: Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs Division. **YOUR** complaint must describe the dispute and any attempts to resolve it, indicate the price of **YOUR VEHICLE** and the **COST** of repair, and include a copy of this Agreement.

Agreement Cancellation and Refunds

YOU may cancel this Agreement at any time during its term.

State Disclosure

If this Agreement ends while **YOUR VEHICLE** is being repaired for a covered **FAILURE**, the Agreement is extended until the repairs for that **FAILURE** are completed.

Connecticut Public Act, 87-393, Laws 1987, requires an automobile dealer to provide an express 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 thirty (30) days or 1,500 miles, whichever occurs first.

Used vehicles with a sale price of \$5,000 or more, provides coverage for sixty (60) days or 3,000 miles, whichever occurs first.

The vehicle **YOU** have purchased may be covered by Connecticut Public Act, 87-393, Laws 1987. If so, the following is added to this Agreement:

In addition to the dealer warranty required by Connecticut Public Act, 87-393, Laws 1987, **YOU** have elected to purchase this Service Agreement. This Service Agreement 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 the Service Agreement. The dealer warranty required by Connecticut Public Act, 87-393, Laws 1987, is provided free of charge. Furthermore, the definitions, coverage, and exclusions stated in the Service Agreement apply only to the Service Agreement and are not the terms of the required dealer warranty.

Florida Exception Language

The Obligor on Florida Repair Advantage is MIC Property and Casualty Insurance Corporation.

Appraisal of Loss

Arbitration is non-binding in Florida.

Transfer

The transfer fee is \$40.

The following paragraph is not applicable:

"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, **YOU** may contact **US**, or return this Agreement to **YOUR SELLING DEALERSHIP**. The **SELLING DEALERSHIP** will assist with **YOUR** cancellation request and verify the **VEHICLE'S** mileage. If **YOU** need additional assistance call **OUR** toll free number 1-800-435-3381.

If **YOU** cancel within sixty (60) days of **YOUR** purchase, 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, the unused portion of the purchase price, less an administration fee of five percent (5%) of the prorated refund or \$50, whichever is less, will be refunded to **YOU** or a person authorized by **YOU** to receive it for **YOUR** account. The amount of refund will be prorated using 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, or if there is a material misrepresentation on the Contract Registration. **WE** cannot cancel the Agreement if **YOUR WARRANTY** has been voided. If **WE** cancel, **YOU** will not be charged an administration fee and **WE** will refund one hundred percent (100%) of the paid unearned pro rata premium. If **YOUR VEHICLE** is a total loss or repossessed, **YOUR** cancellation rights under this Agreement transfer to the Lienholder, if any.

The statement "No refund will be paid if this Agreement was provided with the **VEHICLE** at no additional charge." is not applicable.

Insurance Disclosure

This Agreement is insured and administered by MIC Property and Casualty Insurance Corporation, Executive/Administrative Offices: 300 Galleria Officentre, Suite 200, Southfield, MI 48034, Florida License No. 9299.

State Disclosure

In Florida, maintenance coverage is optional and may be purchased in conjunction with the purchase of a motor vehicle service agreement. The Florida Office of Insurance does not regulate maintenance coverage.

In accordance with Florida statutes, the rates charged for this Agreement are not subject to regulation by the Office of Insurance Regulation.

If **YOU** purchased a **DISAPPEARING DEDUCTIBLE** and the **SELLING DEALERSHIP** is no longer in business at the time you submit a **CLAIM**, notify **US** pursuant to the Claim Procedures of this Agreement and no **DEDUCTIBLE** will apply to **YOUR** covered repairs.

Georgia Exception Language

What This Agreement Does Not Cover

This Agreement is not responsible for a **FAILURE** or **CLAIM** under the following conditions:

- a) Caused by misuse, abuse, negligence, alterations, or modifications made to **YOUR VEHICLE** by you or with your knowledge including, but not limited to, the breakdown of any custom or add-on parts, all frame or suspension modifications, lift kits, oversized/undersized tires, trailer hitches, emissions and/or exhaust system modifications, or engine modifications; or if **YOU** are using **YOUR VEHICLE** in a manner not recommended by the manufacturer;
- d) Caused by a condition that existed prior to purchase of this Agreement and was known to you, if the odometer has stopped or been changed after the purchase of this agreement, or if the information provided by **YOU** cannot be verified as accurate or is found to be deceptively inaccurate;

m) Caused by carbon build-up, or by failing to maintain proper levels of lubricants and/or coolants or to immediately cease **VEHICLE** operation and protect **YOUR VEHICLE** from further damage when a breakdown has occurred;

Appraisal of Loss

The Appraisal of Loss clause is not applicable.

Agreement Cancellation and Refunds

To cancel this Agreement, return with this agreement to **YOUR SELLING DEALERSHIP**. The **SELLING DEALERSHIP** will assist with **YOUR** cancellation request and verify the **VEHICLE'S** mileage. If **YOU** need additional assistance call **OUR** toll-free number 1-800-435-3381.

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 an administration fee of \$50 or ten percent (10%) of the refund, whichever is less.

WE may cancel this Agreement if the charge for **YOUR** Agreement has not been paid, fraud has been committed in the submission of a claim, or if there is a material misrepresentation on the Contract Registration. **YOU** will be given ten (10) days written notice if this Agreement is canceled for nonpayment of the Agreement charge or if it has been in force less than sixty (60) days. Otherwise, **YOU** will be given thirty (30) days written notice. If **YOUR VEHICLE** is a total loss or repossessed, **YOUR** cancellation rights under this Agreement will transfer to the Lienholder, if any. If **WE** cancel, **YOU** or a person authorized by **YOU** will receive a prorated refund of the purchase price. The proration will be based on the lesser of days or miles of coverage remaining.

In Georgia, the Lienholder may request cancellation and receive refund for credit to the applicable account only in the event the **VEHICLE** is a total loss, or the **VEHICLE** has been repossessed by the Lienholder.

Hawaii Exception Language

Agreement Cancellation and Refunds

If **WE** do not pay any refund within forty-five (45) days after **WE** receive **YOUR** request for cancellation, a ten percent (10%) penalty per month will be added to the refund.

If **WE** cancel because the New Vehicle Limited or Powertrain Warranty has been canceled or voided, or because the odometer has been disconnected or altered, **WE** will mail to **YOU** written notice five (5) days before the contract is canceled.

Iowa Exception Language

Agreement Cancellation and Refunds

If **YOU** cancel within sixty (60) days of **YOUR** purchase, the entire purchase price will be refunded unless **YOU** have made a **CLAIM**. If **YOUR** cancellation refund is not paid within thirty (30) days of the return of the service contract, a ten percent (10%) penalty per month will be added to **YOUR** refund.

In accordance with Iowa statute 28.516E.5(2)(A)(m), if **YOU** cancel this agreement, **WE** shall mail a written notice of termination to **YOU** within fifteen (15) days of the date of the termination.

State Disclosure

The following information is provided in accordance with Section 28.516E.5(2)(A)(I) of the Iowa Insurance Code:

For Iowa residents only, if you have questions or concerns with this service agreement, you may contact the Iowa Insurance Department at the following address and telephone number:

Iowa Securities Bureau
340 E. Maple St.
Des Moines, IA 50319-0066
Telephone number (515) 281-4441

Idaho Exception Language

Claim Procedures

If prior authorization cannot be obtained, **YOU** may proceed with emergency repairs and notify **US** as soon as possible.

State Disclosure

The following information is provided in accordance with Idaho Insurance Code Section 7.31a-6a-104 (11):
Coverage afforded under this contract is not guaranteed by the Idaho Insurance Guarantee Association.

Illinois Exception Language

Definitions

"FAILURE" refers to the inability of an original or like replacement part covered by this Agreement to function in normal service, including **FAILURE** of a covered part due to normal wear and tear.

Agreement Cancellation and Refunds

The **SELLING DEALERSHIP** handles cancellation requests on behalf of **US**.

The administration fee will be \$50 or ten percent (10%) of the purchase price, whichever is less.

Indiana Exception Language

State Disclosure

In accordance with Indiana Department of Insurance Bulletin 78, the following disclosure is provided:

Regarding payment for this Service Agreement, proof of payment to the selling dealer of GMAC Service Agreement Corporation that issued this Agreement constitutes proof of payment to MIC Property and Casualty Insurance Corporation, who issued the reimbursement insurance policy for this Agreement.

Kansas Exception Language

What This Agreement Covers

The paragraph titled "Trip Interruption" is not applicable.

Appraisal of Loss

The Appraisal of Loss clause is not applicable.

Kentucky Exception Language

Definitions

"**FAILURE**" refers to the inability of an original or like replacement part covered by this Agreement to function in normal service due to defects in material and/or workmanship.

Louisiana Exception Language

The Obligor on Louisiana Repair Advantage is the Selling Dealer.

If **YOU** cancel within sixty (60) days of the date this Agreement was purchased, the entire purchase price will be refunded. 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.

Massachusetts Exception Language

State Disclosure

Chapter 90, Section 7N-1/4 of Massachusetts General Laws requires an automobile dealer to provide an express warranty covering certain classes of used motor vehicles as follows:

- Used vehicles with less than 40,000 miles provides coverage for ninety (90) days or 3,750 miles, whichever occurs first.
- Used vehicles with 40,000 miles to 79,999 miles provides coverage for sixty (60) days or 2,500 miles, whichever occurs first.
- Used vehicles with 80,000 miles to 124,999 miles provides coverage for thirty (30) days or 1,250 miles, whichever occurs first.

The vehicle **YOU** have purchased may be covered by Chapter 90, Section 7N-1/4 of Massachusetts General Laws. If so, the following is added to this Agreement:

In addition to the dealer warranty required by Chapter 90, Section 7N-1/4 of Massachusetts General Laws, **YOU** have elected to purchase this Service Agreement. This Service Agreement 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 the Service Agreement. The dealer warranty required by Chapter 90, Section 7N-1/4 of Massachusetts General Laws is provided free of charge. Furthermore, the definitions, coverage and exclusions stated in the Service Agreement apply only to the Service Agreement and are not the terms of the required dealer warranty.

Minnesota Exception Language

What This Agreement Does Not Cover

Finally, no benefits are available hereunder:

- r) If a material misrepresentation as to the **VEHICLE'S** intended use 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;

Agreement Cancellation and Refunds

WE may cancel this Agreement in the event the charge for **YOUR** Agreement has not been paid, the odometer has been disconnected or altered after the agreement was purchased, the New Vehicle Limited Warranty and/or New Vehicle

Powertrain Warranty has been canceled or voided due to modifications made to the vehicle after the agreement was purchased, or if there is a material misrepresentation on the Contract Registration as to the **VEHICLE'S** intended use.

State Disclosure

Minnesota Statute 325F.662, subd. 2, provides for express warranty coverage on used vehicles as follows:

- 1) If the used motor vehicle has less than 36,000 miles, the warranty must remain in effect for at least sixty (60) days or 2,500 miles, whichever comes first;
- 2) If the used motor vehicle has 36,000 miles or more but less than 75,000 miles, the warranty must remain in effect for at least thirty (30) days or 1,000 miles, whichever comes first.

All coverage provided for your vehicle under this motor vehicle service contract shall exclude coverage currently in force under any express warranty providing the same coverage for such vehicle as outlined above.

Missouri Exception Language

Claim Procedures

If prior authorization cannot be obtained, **YOU** may proceed with emergency repairs and notify **US** as soon as possible.

Agreement Cancellation and Refunds

If **YOUR** cancellation refund is not paid within thirty (30) days of the return of the service contract, a ten percent (10%) penalty per month will be added to **YOUR** refund.

In accordance with Missouri statutes, if **YOU** cancel this agreement, **WE** shall mail a written notice of termination to **YOU** within fifteen (15) days of the date of the termination.

Mississippi Exception Language

Claim Procedures

If prior authorization cannot be obtained, **YOU** may proceed with emergency repairs and notify **US** as soon as possible.

North Carolina Exception Language

Agreement Cancellation and Refunds

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 an administration fee of \$50 or ten percent (10%) of the pro rata refund, whichever is less.

Nebraska Exception Language

Limit of Liability

WE will use the NADA books to determine the actual cash value of the vehicle.

Appraisal of Loss

The Appraisal of Loss clause is not applicable.

Agreement Cancellation and Refunds

The statement "No refund will be paid if this Agreement was provided with the **VEHICLE** at no additional charge." is not applicable.

New Hampshire Exception Language

Insurance Disclosure

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 at 1-800-631-5590.

State Disclosure

The following is provided in accordance with RSA 415-C:6(h) of the New Hampshire Revised Statutes.

In the event you do not receive satisfaction under this contract, you may contact the New Hampshire Insurance Department at the following address and telephone number:

New Hampshire Insurance Department
21 South Fruit Street
Concord, NH 03301
Telephone number (603) 271-2261

New Mexico Exception Language

Agreement Cancellation and Refunds

If **WE** do not pay any refund due within sixty (60) days after **WE** receive **YOUR** request for cancellation, a penalty of ten percent (10%) of the purchase price will be added to **YOUR** refund per month.

If **WE** cancel, **WE** will give **YOU** fifteen (15) days prior notice of cancellation.

Nevada Exception Language

What This Agreement Does Not Cover

This Agreement is not responsible for a **FAILURE** or **CLAIM** under the following conditions:

g) Covered by any warranty, **VEHICLE** manufacturer recall or guarantee issued by the **VEHICLE** manufacturer or a repairer, or if the New Vehicle Limited or Powertrain Warranty has been canceled or voided and the **FAILURE** would otherwise have been covered by that warranty;

Claim Procedures

If **PRIOR AUTHORIZATION** cannot be obtained, **YOU** may proceed with emergency repairs and notify **US** as soon as possible.

Covered repairs and services may be performed by the licensed repair facility of **YOUR** choice after obtaining **OUR PRIOR AUTHORIZATION**.

Agreement Cancellation and Refunds

If **YOUR** cancellation refund is not paid within forty-five (45) days of **YOUR** request to cancel, a ten percent (10%) penalty per month will be added to **YOUR** refund.

WE may cancel this Agreement in the event the charge for **YOUR** Agreement has not been paid, if the odometer has been disconnected or altered and is connected with material misrepresentation or fraud, or if there is a material misrepresentation on the Contract Registration.

If **WE** cancel, the cancellation will not be effective until fifteen (15) days after **WE** mail notice of cancellation to **YOU**.

State Disclosure

This Agreement is nonrenewable.

New York Exception Language

Agreement Cancellation and Refunds

To cancel this Agreement, return with this Agreement to **YOUR SELLING DEALERSHIP**. The **SELLING DEALERSHIP** will assist with **YOUR** cancellation request and verify the **VEHICLE'S** mileage. If **YOU** need additional assistance call **OUR** toll-free number 1-800-435-3381.

If **YOUR** cancellation refund is not paid within thirty (30) days of **YOUR** request to cancel, a ten percent (10%) penalty per month will be added to **YOUR** refund.

WE may cancel this Agreement if the charge for **YOUR** Agreement has not been paid, the odometer has been disconnected or altered, the New Vehicle Limited Warranty and/or New Vehicle Powertrain Warranty has been canceled or voided, or if there is a material misrepresentation on the Contract Registration. If **WE** cancel, **WE** will not charge **YOU** an administration fee.

If **WE** cancel because the New Vehicle Limited Warranty or Powertrain Warranty has been canceled or voided or because the odometer has been disconnected or altered, **WE** will: 1) give **YOU** fifteen (15) days prior notice before the contract is canceled, and 2) provide **YOU** with the reason for cancellation.

Insurance Disclosure

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 at 1-800-435-3381, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

State Disclosure

Section 198b of New York General Business Law requires an automobile dealer to provide an express warranty covering certain classes of used motor vehicles as follows:

- Used vehicles with 36,000 miles or less
Provides coverage for ninety (90) days or 4,000 miles, whichever occurs first.
- Used vehicles with more than 36,000 miles but less than 80,000 miles
Provides coverage for sixty (60) days or 3,000 miles, whichever occurs first.
- Used vehicles with 80,000 miles but not more than 100,000 miles
Provides coverage for thirty (30) days or 1,000 miles, whichever occurs first.

The vehicle **YOU** have purchased may be covered by Section 198b of New York General Business Law. **YOU** have elected to purchase this Service Agreement. This Service Agreement 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 the Service Agreement. The dealer warranty required by Section 198b of New York General Business Law is provided free of charge. Furthermore, the definitions, coverage and exclusions stated in the Service Agreement apply only to the Service Agreement and are not the terms of the required dealer warranty.

Oklahoma Exception Language

Agreement Cancellation and Refunds

If **YOU** cancel within sixty (60) days of the date this Agreement was purchased, and no claim has been made, the entire premium will be refunded. 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 one hundred percent (100%) of the unearned pro rata premium less an administration fee of ten percent (10%) of the unearned pro rata premium or fifty dollars (\$50.00), whichever is less. **WE** will not subtract the **COST** of a **CLAIM**, if any, from **YOUR** refund.

If **WE** cancel, **YOU** will receive one hundred percent (100%) of the unearned pro rata premium that has been paid.

State Disclosure

Pursuant to Oklahoma Statutes Title 36 §6628:
Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

Pursuant to Oklahoma Statutes Title 36 §6602:
Oklahoma Service Warranty Statutes do not apply to commercial use references in service warranty contracts.

Roadside Assistance services are provided by Brickell Financial Services Motor Club, Inc. dba Road America Motor Club, 7300 Corporate Center Drive, Suite 601, Miami, FL 33126. 1-866-235-3887. (MAX only)

Oregon Exception Language

Claim Procedures

If prior authorization cannot be obtained, **YOU** may proceed with emergency repairs and notify **US** as soon as possible.

South Carolina Exception Language

Claim Procedures

If prior authorization cannot be obtained, **YOU** may proceed with emergency repairs and notify **US** as soon as possible.

Agreement Cancellation and Refunds

If **WE** cancel because the odometer has been disconnected or altered, or because the New Vehicle Limited or Powertrain Warranty has been canceled or voided, **WE** will mail notice of cancellation to **YOU** at least fifteen (15) days before the effective date of cancellation.

WE will add a penalty of ten percent (10%) of the refund per month if **WE** do not mail any refund due within forty-five (45) days after **YOU** have returned the service contract to **US**.

State Disclosure

The following information is provided in accordance with South Carolina Code, Section 38-78-50(D):

For South Carolina residents only, if you have questions or concerns with this Agreement, you may contact the South Carolina Department of Insurance at the following address and phone number:

South Carolina Department of Insurance
Capitol Center, 1201 Main Street, Suite 1000
Columbia, SC 29201
(800) 768-3467

Texas Exception Language

Customer Satisfaction Procedure

Address unresolved complaints about a Provider or questions about the regulation of Service Contract Providers to: Texas Department of Licensing and Regulation, 920 Colorado, Austin, TX 78701 or by phone at (512) 463-6599.

Agreement Cancellation and Refunds

If **YOUR** cancellation refund is not paid within forty-five (45) days of **YOUR** request to cancel, a ten percent (10%) penalty per month will be added to **YOUR** refund.

If **WE** cancel, 1) **WE** will give **YOU** five (5) days notice of cancellation; and 2) **YOU** will not be charged an administration fee.

Insurance Disclosure

This Agreement is administered by Universal Warranty Corporation, Texas Administrator License No. 70165164.

Utah Exception Language

Claim Procedures

If prior authorization cannot be obtained, **YOU** may proceed with emergency repairs and notify **US** as soon as possible.

Appraisal of Loss

Each party will select a competent appraiser.

Agreement Cancellation and Refunds

WE may cancel this Agreement in the event the charge for **YOUR** Agreement has not been paid, the odometer has been disconnected or altered as this constitutes a substantial breach of contractual duty, condition, or warranty, the New Vehicle Limited or Powertrain Warranty has been canceled or voided as this constitutes a substantial change in risk, or if there is a material misrepresentation on the Contract Registration. **YOU** will be given ten (10) days written notice if this Agreement is canceled for non-payment of the Agreement charge, or if it has been in force for less than sixty (60) days. Otherwise **YOU** will be given thirty (30) days written notice.

Insurance Disclosure

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 Office Centre, 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 at 1-888-601-0110.

State Disclosure

The following information is provided in accordance with Section 31A-6a-104(2): This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

The following information is provided in accordance with Section 31A-6a-104(3): Payment of the total purchase price may be made at time of purchase. If payment is included in the vehicle retail installment contract, the details will appear in that contract. Other payment plan options may be available for direct mail or internet sales.

The following information is provided in accordance with Section 31A-6a-104(11): Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

Washington Exception Language

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

Definitions

"**PROVIDER FEE**" is the total price for this Agreement shown on **YOUR** Contract Registration.

"**REIMBURSEMENT INSURANCE POLICY**" means an insurance policy issued to the Provider of **YOUR** Agreement to pay the **COST** of all covered **CLAIMS** under **YOUR** Agreement.

"**VEHICLE**" refers to the covered vehicle as identified on page 1, which is subject to registration under chapter 46.16 RCW.

What This Agreement Does Not Cover

This Agreement is not responsible for a **FAILURE** or **CLAIM** under the following conditions:

- a) Caused by material misuse, abuse, negligence, alterations, or modifications made to **YOUR VEHICLE** including, but not limited to, the breakdown of any custom or add-on parts, all frame or suspension modifications, lift kits, oversized/undersized tires, trailer hitches, emissions and/or exhaust system modifications, or engine modifications; or if **YOU** are using **YOUR VEHICLE** in a manner not recommended by the manufacturer;
- b) Caused by lack of maintenance required by the Maintenance Schedule for **YOUR VEHICLE**, as detailed in **YOUR** Owner's Manual; **FAILURE** of the part(s) must be directly caused by lack of proper maintenance;
- g) Covered by any warranty, **VEHICLE** manufacturer recall or guarantee issued by the **VEHICLE** manufacturer or a repairer, or if the New Vehicle Limited or Powertrain Warranty has been canceled or voided;

Finally, no benefits are available hereunder:

- r) If **YOU** intentionally conceal or misrepresent a material fact on the Contract Registration, or if **YOU** are no longer using **YOUR VEHICLE** in accordance with the eligibility requirements stated on the Contract Registration;

Claim Procedures

If prior authorization cannot be obtained, **YOU** may proceed with emergency repairs and notify **US** as soon as possible.

Agreement Cancellation and Refunds

To cancel this Agreement, return with this Agreement to **YOUR SELLING DEALERSHIP**. The **SELLING DEALERSHIP** will assist with **YOUR** cancellation request and verify the **VEHICLE'S** mileage. If **YOU** need additional assistance call **OUR** toll free number 1-800-435-3381.

If **YOU** cancel within sixty (60) days of **YOUR** purchase, 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, the unused portion of the purchase price, less a \$25 administration fee, will be refunded to **YOU** or a person authorized by **YOU** to receive it for **YOUR** account. The amount of refund will be prorated using the lesser of days or miles of coverage

remaining. A ten percent (10%) penalty will be added to the applicable refund if not paid within thirty (30) days of **OUR** receipt of a request to cancel. **WE** will not subtract the **COST** of a **CLAIM**, if any, from **YOUR** refund.

WE may cancel this Agreement within sixty (60) days of the date this Agreement was purchased in the event the charge for **YOUR** Agreement has not been paid, the odometer has been disconnected or altered, the New Vehicle Limited Warranty and/or New Vehicle Powertrain Warranty has been canceled or voided, or if there is an intentional material misrepresentation on the Contract Registration. Beginning with the sixty-first day after **YOUR** purchase of this Agreement, **WE** may cancel only if the charge for the Agreement has not been paid. 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 transfer to the Lienholder, if any.

Insurance Disclosure

MIC Property and Casualty Insurance Corporation, Executive / Administrative Offices, 300 Galleria Officentre, Suite 200, Southfield, MI 48034, guarantees the obligations of GMAC Service Agreement Corporation under service contract REIMBURSEMENT INSURANCE POLICY number CL 2000. YOU may apply directly to MIC Property and Casualty Insurance Corporation for the protection afforded by this Agreement by writing to the address shown above, or by telephone at (888) 601-0110.

YOU may contact GMAC Service Agreement Corporation at P. O. Box 802528, Chicago, Illinois 60680-2528, (800) 435-3381.

State Disclosure

The implied warranty of merchantability on the motor vehicle is not waived if this agreement is purchased within ninety (90) days of the purchase date of the motor vehicle from a provider who also sold the motor vehicle covered by the agreement.

Wisconsin Exception Language

Claim Procedures

In the event of a **FAILURE**, **YOU** must use reasonable means to protect the covered **VEHICLE** from additional damage.

WE strongly recommend that **YOU** return to **YOUR SELLING DEALERSHIP** for covered repairs and services. Covered repairs and services may be performed by the licensed repair facility of **YOUR** choice.

Obtain Claim Payment Authorization from **US**. In some cases **WE** may ask to inspect the **VEHICLE** and for **YOU** to provide reasonable information that **WE** may require (including proof of required maintenance) prior to completion of a repair.

In any event, **YOU** should provide notice and/or proof of loss as soon as reasonably possible and within one year of the breakdown. **YOUR** failure to obtain prior authorization may invalidate or reduce a claim payment if **WE** are prejudiced in any way, unless it was not reasonably possible for **YOU** to do so. **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.

If **YOU** need assistance in submitting a **CLAIM** or obtaining a service covered by this Agreement, contact **YOUR SELLING DEALERSHIP**. If **YOU** cannot contact **YOUR SELLING DEALERSHIP** for assistance, call 1-800-435-3381, Monday through Friday, 7:00 a.m. to 6:00 p.m. Central time.

Appraisal of Loss

The Appraisal of Loss section is not applicable.

Agreement Cancellation and Refunds

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, which represents the actual cost needed to issue and service the Agreement.

State Disclosure

THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Wyoming Exception Language

What This Agreement Covers

The use of non-original manufacturer's parts is allowed.

Agreement Cancellation and Refunds

To cancel this Agreement, return with this Agreement to **YOUR SELLING DEALERSHIP**. The **SELLING DEALERSHIP** will assist with **YOUR** cancellation request and verify the **VEHICLE'S** mileage. If **YOU** need additional assistance call **OUR** toll free number 1-800-435-3381.

If **YOU** cancel within sixty (60) days of **YOUR** purchase, the entire purchase price will be refunded unless **YOU** have made a **CLAIM**. If **YOUR** cancellation refund is not paid within forty-five (45) days of **YOUR** request to cancel, a ten percent (10%) penalty per month will be added to **YOUR** refund.

If **YOU** have made a **CLAIM** or if **YOU** cancel more than sixty (60) days after the purchase date, the unused portion of the purchase price, less a \$50 administration fee will be refunded to **YOU** or a person authorized by **YOU** to receive it for **YOUR** account. The amount of refund will be prorated using 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 terminate this Agreement in accordance with the following:

- a) If this Agreement has been in effect for less than sixty (60) days, **WE** may terminate this Agreement by mailing or delivering to **YOU** written notice of termination at least:
 - Ten (10) days before the effective date of termination if **WE** cancel for nonpayment of premium, or
 - Thirty (30) days before the effective date of termination if **WE** cancel for any other reason.
- b) If this Agreement has been in effect for sixty (60) days or more, **WE** may terminate this Agreement only for one or more of the following reasons:
 1. Nonpayment of premium.
 2. Material misrepresentation of fact which, if known to **US**, would have caused **US** not to issue the Agreement.
 3. Substantial change in the risk assumed, except to the extent that **WE** should reasonably have foreseen the change or contemplated the risk in writing the Agreement.
 4. Substantial breaches of contractual duties, conditions or warranties.

If **WE** terminate, **WE** will mail or deliver to **YOU** written notice of termination stating the reason for termination at least:

- Ten (10) days before the effective date of termination for the reason stated in (b) 1, above, or
- Forty-five (45) days before the effective date of termination for the reasons stated in (b) 2, 3 or 4 above.

The statement "No refund will be paid if this Agreement was provided with the **VEHICLE** at no additional charge." is not applicable.

In Wyoming, the Lienholder may request cancellation and receive refund for credit to the applicable account only in the event the **VEHICLE** is a total loss, or the **VEHICLE** has been repossessed by the Lienholder.