#### **GM PROTECTION PLAN**

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

# SMART CARE WRAP COVERAGE XX Months or XX,000 Miles

AGREEMENT

AGREEMENT HOLDER: REFERENCE NUMBER:

SAMPLE CUSTOMER 123 MAIN STREET ANYTOWN, MI 12345-6789 800123456

**COVERED VEHICLE NUMBER:** 

XXXXXXXXXXXXXXXX

AgreementAgreementAgreementExpiration Date:Expiration Mileage:Deductible:99/99/9999999,999\$0

Smart Care Wrap coverage starts after the expiration of the manufacturer-provided 24 month / 24,000 mile maintenance coverage and ends on XX/XX/XXXX or at XXX,XXX 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 Wrap 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 Wrap 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.