

Basic Guard

Sample Coverage Agreement With State Specific Exceptions

As of October 1, 2006



Peace of mind for the long run.

GENERAL MOTORS PROTECTION PLAN

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

BASIC 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

(BG) BASIC GUARD coverage starts on the date 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

"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

BASIC GUARD COVERAGE

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

Gasoline Engine - Cylinder block, heads, and all lubricated internal engine parts; manifolds; timing gears, timing gear chain/belt and cover; flywheel; oil pump/oil pump housing; seals and gaskets; water pump; harmonic balancer; valve covers; oil pan; and engine mounts. Also covered are turbocharger/supercharger housings, internal parts, valves, seals and gaskets; crankshaft bearings; valve train; crankshaft seals - front and rear; camshaft bearings; connecting rods and bearings.

Diesel Engine - All of the above listed parts.

Fuel System – Gasoline Engine - Fuel pump; EFI sensors/control units; injectors/throttle body assembly.
Diesel Engine - Diesel fuel injection pump; lines; nozzles; and vacuum pump.

Transmission/Transaxle - Case and all internal parts; torque converter; transfer case; vacuum modulator; transmission mounts; seals and gaskets; input/output shafts; forward and intermediate clutch; direct clutch; bands; governor; thrust bearings, washers; and electronic control unit.

Front-Wheel Drive - Final drive housing, all internal parts; axle shafts and axle shaft bearings; constant velocity joints; axle housing, all internal parts; wheel bearings; axle/supports; front hub bearings; seals and gaskets; differential, bearings and case.

Rear-Wheel Drive - Axle shafts and axle shaft bearings; axle housing, all internal parts; propeller shafts; "U" joints; wheel bearings; locking hubs; rear axle hub bearings; seals and gaskets; differential side, pinion gears; and disc or cone-limited slip.

TOWING

WE will authorize towing required as a result of any covered **FAILURE** of the **VEHICLE** or reimburse **YOU** up to \$50 for these services.

If **YOUR** New Vehicle Limited 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.

This Agreement is not responsible for a **FAILURE** or **CLAIM**:

- a) Caused by misuse, alteration, or lack of maintenance required by the Maintenance Schedule for **YOUR VEHICLE**, as detailed in **YOUR Owners Manual**;
- b) Caused by collision, fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, or animal;
- c) Caused by racing or other competition;
- d) Caused by a condition that existed prior to purchase of this Agreement, or if the odometer has stopped or been changed;
- e) Caused by pulling a trailer or another vehicle, unless **YOUR VEHICLE** is equipped for this as recommended by the vehicle manufacturer;
- f) Covered by any warranty, vehicle manufacturer recall or guarantee issued by the vehicle manufacturer or a repairer;
- g) Occurring outside the fifty (50) United States of America, the District of Columbia, and Canada;
- h) 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;
- i) Relating to any communication device that becomes unusable or unable to function as intended due to changes in technology or wireless service.

Finally, no benefits are available hereunder:

- j) 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;
- k) 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**.

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, or **WE** may authorize and pay for the repair, replacement, or service ourselves. In either event, covered repairs and services may be performed by the 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 his 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 provide **US** with the name and address of the new owner of the **VEHICLE**, the Agreement identification card, 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 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.

Note: THIS DOCUMENT IS A CONFIRMED COPY OF THE ORIGINAL AGREEMENT. IT IS NOT A PHOTOCOPY AND THE APPEARANCE IS NOT IDENTICAL, BUT THE CONTENT IS THE SAME.

GM Protection Plan & MRP State Specific Exceptions

As of October 1, 2006

Alabama 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 a \$25 administration fee.

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 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**:

- a) Caused by **YOUR** misuse, alteration, or lack of maintenance required by the Maintenance Schedule for **YOUR VEHICLE**, as detailed in **YOUR** Owners Manual;
- c) Caused by **YOUR** racing or other competition;
- d) If the odometer has stopped or been changed after this contract has been purchased;
- e) Caused by **YOUR** pulling a trailer or another vehicle unless **YOUR VEHICLE** is equipped for this as recommended by the vehicle manufacturer.
- h) Relating to any part which is either not recommended by the vehicle manufacturer or does not meet vehicle manufacturer specifications;

Agreement Cancellation and Refunds

To cancel this Agreement, **YOU** may contact **US** directly, or return this Agreement to **YOUR** selling Dealer.

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.

Claim Procedures

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

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

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 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 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 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 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.

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.

What This Agreement Does Not Cover

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

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**.

Appraisal Of Loss

The Appraisal of Loss clause is not applicable.

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.

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

Agreement Cancellation and Refunds

To cancel this Agreement, return with this Agreement to **YOUR** selling dealer. The dealer will assist with **YOUR** cancellation request and verify the **VEHICLE'S** mileage. If **YOU** need additional assistance call **OUR** toll free number 1-800-631-5590.

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 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.

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

Transfer

To transfer this Agreement, contact the selling dealer for assistance, or provide **US** with the name and address of the new owner of the **VEHICLE**, the Agreement identification card, along with a \$40 check or money order to cover the transfer fee.

Georgia Exception Language

What This Agreement Does Not Cover

This Agreement is not responsible for a FAILURE or CLAIM:

- a) Caused by misuse or alteration made by you or with your knowledge, or lack of maintenance required by the Maintenance Schedule for **YOUR VEHICLE**, as detailed in **YOUR** Owners Manual
- d) Caused by a condition that existed prior to purchase of this Agreement and was known to **YOU**, or if the odometer has stopped or been changed after the purchase of this Agreement

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 dealer. The dealer will assist with **YOUR** cancellation request and verify the **VEHICLE'S** mileage. If **YOU** need additional assistance call **OUR** toll free number 1-800-631-5590.

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 **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.

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 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.

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 dealer 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.

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)(l) 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

Kansas Exception Language

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.

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

This Agreement is not responsible for a **FAILURE** or **CLAIM**:

d) If the odometer has stopped or been changed after this contract has been purchased;

Finally, no benefits are available hereunder:

j) 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 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.

Mississippi Exception Language

Claim Procedures

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

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.

Nebraska Exception Language

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 no applicable.

Nevada Exception Language

Claim Procedures

If **PRIOR AUTHORIZATION** cannot be obtained, then **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 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, 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 Hampshire Exception Language

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.

New York Exception Language

Agreement Cancellation and Refunds

To cancel this Agreement, return with this Agreement to **YOUR** selling dealer. The dealer will assist with **YOUR** cancellation request and verify the **VEHICLE'S** mileage. If **YOU** need additional assistance call the National Mechanical Service Center's toll free number 1-800-631-5590.

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.

If **WE** cancel, **WE** will not charge **YOU** an administration fee.

If **WE** cancel because the New Vehicle Limited 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.

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.

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.

Oklahoma 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 refund, whichever is less.

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.

State Disclosure

Pursuant to Oklahoma Statutes Title 36 §6628:

This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

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 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
1612 Marion Street
Columbia, SC 29201
(803) 737-6180

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.

Utah 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

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.

State Disclosure

The following information is provided in accordance with Section 31A-6a-104(4): Payment of the total purchase price is made at time of purchase. If made through a finance agreement, the details appear in the vehicle sales contract. The provider does not offer payment plans.

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

What This Agreement Does Not Cover

Finally, no benefits are available hereunder:

j) 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.

Claims 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 dealer. The dealer will assist with **YOUR** cancellation request and verify the **VEHICLE'S** mileage. If **YOU** need additional assistance call **OUR** toll free number 1-800-631-5590.

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 in the event the charge for **YOUR** Agreement has not been paid, the odometer has been disconnected or altered, the New Vehicle Limited Warranty has been canceled or voided, or if there is an intentional material misrepresentation on the Contract Registration. If **WE** cancel, **YOU** will: 1) be given forty-five (45) days prior notice before the contract is canceled, 2) be provided the reason for cancellation, and 3) 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.

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 this Agreement, and any forms attached to it, conflict with the statutes in the state where this Agreement was issued, this Agreement is amended to conform to such statutes.

INSURANCE DISCLOSURE

The obligations of the provider under this Agreement are guaranteed by a policy of insurance number CL 2000 issued by MIC Property and Casualty Insurance Corporation, Executive/Administrative Offices: 300 Galleria Officentre, Suite 200, Southfield MI 48034. You may apply directly to MIC Property and Casualty Insurance Corporation for the protection afforded by this Agreement.

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

State Disclosure

This agreement is subject to limited regulation by the Office of the Commissioner of Insurance.

Privacy Notice

GMAC Service Agreement Corporation Privacy Notice To Wisconsin Purchasers

At GMAC Service Agreement Corporation, we take your privacy seriously. The following are our procedures for protecting your privacy and your personal information.

- GMAC Service Agreement Corporation collects only that nonpublic personal information about you that we receive from you on applications and other forms.
- We may disclose information we receive from you or our former customers on applications or other forms, such as your name, the state in which you live and the type of plan that you have. We may provide this information to our affiliated companies, such as General Motors Corporation, and affiliated financial services companies, such as insurance companies and agencies. We may also disclose nonpublic personal information about you or our former customers to nonaffiliated third parties as permitted by law.
- GMAC Service Agreement Corporation restricts access to your personal and account information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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 dealer. The dealer will assist with **YOUR** cancellation request and verify the **VEHICLE'S** mileage. If **YOU** need additional assistance call **OUR** toll free number 1-800-631-5590.

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.