



VEHICLE VALUE AGREEMENT TERMS AND CONDITIONS

SCHEDULE

ACCOUNTHOLDER	
Name:	[Account Holder's Name]
Address:	[Account Holder's Address]
Home Phone:	[Home Phone Number]
Work Phone:	[Work Phone Number]
AGREEMENT PERIOD	
Effective Date:	[XX/XX/XXXX] at 12:01 a.m.
MAXIMUM LOAN TERM COVERED	
	72 Months
MAXIMUM POSSIBLE REDEMPTION PAYMENT	
Trade-in at GM Dealership:	\$5,000.00
Non-Trade-in Vehicle Sale:	\$2,500.00
ELIGIBLE VEHICLE	
Make:	[Make]
Model:	[Model]
Year:	[Year]
Vehicle Identification Number:	[VIN]

This Agreement is included, at no cost to You, as part of Your purchase of Your new General Motors (GM) vehicle shown on the above Schedule. The obligations and any liabilities of this Agreement are solely the responsibility of ServicePlan, Inc. ServicePlan, Inc. is an unaffiliated third party independent of GM.

A. Definitions:

Throughout this **Agreement**, You and Your refer to the **Accountholder**. We, Us, and Our refer to ServicePlan, Inc. In addition, when in bold certain words and phrases are defined as follows:

Administrator means cynoSure Financial, Inc. You may contact the **Administrator** if You have questions regarding this **Agreement** or would like to make a claim. The **Administrator** can be reached by phone at 1-888-778-9043 or mail to PO Box 7691, St. Clair Shores, MI 48080.

Eligible Vehicle means the new 2008 through and including 2010 model year General Motors motor vehicle that is purchased from a **Qualifying Dealership** and this vehicle is shown in the Schedule. All Saab motor vehicles, all GM Medium Duty C 5500 series and above, including W Series trucks are not eligible and thus, are not an **Eligible Vehicle**.

Qualifying Dealership means a motor vehicle dealership located in the United States that:

1. Is authorized in writing to advertise for sale and sell new Chevrolet, Pontiac, Buick, Cadillac, Saturn or HUMMER motor vehicles; and
2. Has not opted out of the program through which this Agreement is provided, at no cost, to You.

Sale means that:

1. Your **Eligible Vehicle** is purchased under the program by which this Agreement is provided to You; and then
2. Subsequently, after
 - a. You have made at least 50% of Your regularly scheduled **Vehicle Loan** payments, and
 - b. At least half of the term of Your active **Vehicle Loan** has passed,

Your **Eligible Vehicle** is then purchased directly from You by a private party or motor vehicle dealer and You purchase or lease a Chevrolet, Pontiac, Buick, GMC, Cadillac, Saturn or HUMMER vehicle from a **Qualifying Dealership** within seven (7) days of the closing of the **Sale**.

Trade-In, Trading-In or Traded-In means that:

1. Your **Eligible Vehicle** is purchased under the program by which this Agreement is provided to You; and then
2. Subsequently, after
 - a. You have made at least 50% of Your regularly scheduled **Vehicle Loan** payments, and
 - b. At least half of the term of the **Vehicle Loan** has passed,

Your **Eligible Vehicle** is then purchased directly by a **Qualifying Dealership** in connection with Your purchase or lease of another new motor vehicle from that **Qualifying Dealership**.

Vehicle Loan means terms and conditions of the original loan for the **Eligible Vehicle**.

B. In Order to Qualify for Benefit(s):

To qualify You must satisfy each of the below requirements:

- Your **Vehicle Loan** term cannot exceed 72 months;
- Your **Vehicle Loan** must be a conventional, fixed rate term and your Vehicle Loan must be from a licensed or authorized lender;
- The **Eligible Vehicle** must be either be:
 1. **Traded-In** at a **Qualifying Dealership** where you purchase or lease a Chevrolet, Pontiac, Buick, GMC, Cadillac, Saturn or HUMMER vehicle from that dealership, or
 2. Transferred to a third party through a **Sale**, where You purchase or lease a new Chevrolet, Pontiac, Buick, GMC, Cadillac, Saturn or HUMMER vehicle from a **Qualifying Dealership** within 7 days after the close of that Sale.
- You have made at least 50% of the regularly scheduled **Vehicle Loan** payments and all of those payments must have been made on or before their scheduled Vehicle Loan payment due date; and;
- At least half of the term of the **Vehicle Loan** must have passed while Your **Vehicle Loan** is still active and in force.

C. Redemption Payment:

Subject to the conditions and limitations described in this **Agreement**, if at the time of Your **Trade-In** or the close of Your **Sale**, the remaining **Vehicle Loan** balance is greater than the National Automobile Dealers Association (NADA) clean retail value in the United States for Your **Eligible Vehicle**. We will pay to You (or if a **Trade-In** where You have assigned this payment to the **Qualifying Dealership** who has contractually committed to purchase Your **Eligible Vehicle**, then to that **Qualifying Dealership**) the lesser of the following:

- The actual redemption amount (as described and defined in Section D – Redemption Calculation); or
- The Maximum Limit stated below.

Maximum Limit

- If a **Trade-In**, then the maximum amount We will pay, provided the actual redemption amount exceeds this limit, is \$5,000.00.
- If a **Sale**, then the maximum amount We will pay, provided the actual redemption amount exceeds this limit, is \$2,500.00

In order to receive payment, You must comply with all of the terms and conditions of the Your **Vehicle Loan**.

This redemption payment can only be redeemed once for the **Eligible Vehicle**. Once a benefit has been paid under this **Agreement**, this **Agreement** terminates. This **Agreement** also terminates if Your **Vehicle Loan** is closed, refinanced, or upon Your death.

D. Redemption Payment Calculation:

The redemption calculation starts with the remaining balance owed to the lender (excluding late fees, loan penalties, interest, and refundable portions of the **Qualifying Dealership** add-on products) at the time of **Trade-In** or close of the **Sale**, and then subtracts the NADA average clean retail value for Your **Eligible Vehicle** (which includes NADA average miles calculation) at time of **Trade-In** or close of the **Sale**.

At time the **Eligible Vehicle** is purchased, if the **Vehicle Loan** amount exceeds 110% of MSRP of the vehicle, then the dollar amount by which the **Vehicle Loan** amount exceeded 110% of the vehicle MSRP will be added back to the NADA clean retail value of the **Eligible Vehicle** at the time of **Trade-In** or close of the **Sale** in order to calculate the redemption value.

For purposes of calculation; Your **Eligible Vehicle** is considered to be in NADA clean retail condition at time of **Trade-In** or the close of the **Sale**. Vehicle options are based on the options at the time of **Eligible Vehicle** purchase. Options added after purchase of the vehicle are excluded from the NADA clean retail value calculation.

The redemption amount calculated shall then have deducted from it the refundable portions of **Qualifying Dealership** add-on products that were included with Your purchase of the **Eligible Vehicle** (including but not limited to extended warranties, GAP coverage and other **Qualifying Dealership** products).

E. What is Not Covered Under This Agreement:

- An **Eligible Vehicle** sold back, transferred through a **Sale** or **Traded-In** without purchasing a new GM motor vehicle from a **Qualifying Dealership**.
- The **Eligible Vehicle** is stolen and is not recovered.
- The **Vehicle Loan** is a fleet sale.
- Your **Vehicle Loan** is a lease, balloon financing, or was paid with a revolving account(s).
- Repossession of the **Eligible Vehicle** by the lender.
- The **Eligible Vehicle** is deemed a total loss by Your primary automobile insurance provider.
- Refinancing or the closing of the original **Vehicle Loan**.
- Alterations of any agreement in or associated with the first or initial sale of the **Eligible Vehicle**.

F. How to File a Request for Redemption:

Please have the **Qualifying Dealership** (from whom you are purchasing Your new General Motors vehicle) contact the **Administrator** at 1-888-778-9043, when You are **Trading In** at a **Qualifying Dealership** or have made a **Sale** of Your **Eligible Vehicle** and are now purchasing a new Chevrolet, Pontiac, Buick, GMC, Cadillac, Saturn or HUMMER motor vehicle from a **Qualifying Dealership** within 7 days after the close of that **Sale**. An estimated redemption calculation will be provided by the **Administrator** to You and that **Qualifying Dealership**. At that time, the **Administrator** will also explain what additional documentation will be required of the **Qualifying Dealership** and You. The estimate provided is just an estimate and is not binding upon the **Administrator** or ServicePlan, Inc.

Or You can also call the **Administrator** at 1-888-778-9043 to request a redemption form. You must report Your request for redemption within sixty (60) days (or sooner, if possible) of the **Trade-In** or the close of the **Sale**.

The **Administrator** will send the redemption form to You. The following required items, must be sent to the **Administrator** at PO Box 7691, St. Clair Shores, MI 48080 and be postmarked within ninety (90) days of Your **Trade-In**, or the close of Your **Sale**, or as soon as reasonably possible.

1. Redemption form filled out by the **Qualifying Dealership** where Your new General Motors motor vehicle purchase or lease occurs.
2. Payoff letter from original lien holder including payment history.
3. Copy of **Vehicle Loan** from the purchase of the **Eligible Vehicle**.
4. Copy of the retail installment agreement from the purchase of the **Eligible Vehicle**.
5. Copy of the refundable check from the **Qualifying Dealership** for the refundable portions of any dealer add-on products.
6. Any other documentation that the **Administrator** may reasonably request.

If this is a **Sale**, then You will also need to provide the **Administrator** with:

1. A copy of the title (front & back) for the **Eligible Vehicle** and the release of the lien by the financial institution making the **Vehicle Loan**, and
2. A copy of any "Bill of Sale" between the two parties for the **Eligible Vehicle**.

Other Provision Applicable to This Agreement:

Dispute Resolution – Arbitration: The **Agreement** requires binding arbitration if there is an unresolved dispute between You and Us concerning the **Agreement**. Under this Arbitration provision, You give up your right to resolve any dispute arising from the **Agreement** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under the **Agreement**. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to the **Agreement** and all transactions contemplated by the **Agreement**, including, without limitation, the validity, interpretation, construction, performance and enforcement of the **Agreement**. No arbitration shall be brought to recover under the **Agreement** prior to the expiration of sixty (60) days after a fully completed request for benefits form has been furnished to the **Administrator** in accordance with the requirements of this **Agreement**.

Not Transferable: You may not assign or transfer this **Agreement** at any time. The rights under this **Agreement** are not transferable to any subsequent purchaser or lessee or any other person or entity to whom the vehicle shown on the Schedule is conveyed by operation of law or otherwise; including, without limitation, through repossession, death, or as a gift.

Tax Implications: You may be subject to federal, state, or local tax on any **Account Payment** made. You will receive a Federal Government 1099, if the sum of all payments exceeds \$600 (USD) during a given calendar year.