



## PAYMENT PROTECTION AGREEMENT TERMS AND CONDITIONS

### SCHEDULE

<b>ACCOUNTHOLDER</b>	
Name:	[Account Holder's Name]
Address:	[Account Holder's Address]
Home Phone:	[Home Phone Number]
Work Phone:	[Work Phone Number]
<b>AGREEMENT PERIOD</b>	
Effective Date:	[XX/XX/XXXX] at 12:01 a.m.
Expiration Date:	[XX/XX/XXXX] at 12:01 a.m.
<b>BENEFIT MAXIMUMS</b>	
Maximum Monthly Payment Amount:	up to \$500.00
Maximum Number of Payments:	up to 9 monthly payments
Maximum Total Benefit:	up to \$4,500.00
<b>ELIGIBLE VEHICLE</b>	
Make:	[Make]
Model:	[Model]
Year:	[Year]
Vehicle Identification Number:	[VIN]

This Agreement is included, at no cost to You, as part of Your purchase or lease 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 cynoSure Financial, Inc. cynoSure Financial, 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 cynoSure Financial, Inc. In addition, when in bold certain words and phrases are defined as follows:

**Account** means:

1. If a loan, an in force and active loan where the Eligible Vehicle is collateral for that loan;
2. If a lease, an in force and active lease where the Eligible Vehicle is actually owned by the lessor.

**Account Payment** means Your regularly scheduled **Account** payment, indicated in the loan or lease documents, to the **Creditor**.

**Accountholder** means the top line signer listed on the retail installment or lease contract and is named above in the Schedule.

**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 at PO Box 7691, St. Clair Shores, MI 48080.

**Agreement Period** means the period starting on the Effective Date and continuing until the Expiration Date, or until Your **Account** is closed, or upon Your death. This **Agreement** ends on the Expiration Date shown on the Schedule.

**Creditor** means the financing source named as the lender or lessor on Your **Account**.

**Eligible Vehicle** means the new 2008 through and including 2010 model year General Motors motor vehicle that is purchased or leased from a **GM Dealership** located in the United States and this vehicle is shown in the Schedule. All Saab motor vehicles, all GM Medium Duty C5500 series and above, including W Series trucks, are not eligible and thus, are not an **Eligible Vehicle**.

**Gainfully Employed** means employed for wages, salary, or other monetary reward in an amount reported on a W-2. **Gainfully Employed** does not include self-employment income (1099 income), barter-for-trade compensation such as room and board or any other non-monetary payment.

**General Motors (GM) Dealership** means a motor vehicle dealership located in the United States that

1. Is authorized in writing by General Motors Corporation (or one of its subsidiaries) to advertise for sale and sell new GM motor vehicles; and
2. Has not opted out of the program through which this Agreement is provided, at no cost, to You.

**Involuntary Unemployment** and **Involuntarily Unemployed** mean unemployment due to economic reasons, including but not limited to, lockouts, individual and mass layoffs, or loss of income due to business failure or bankruptcy.

**Unemployment Date** means the date of Your actual termination from Your former employer.

#### B. In Order to Qualify for Payment (or Reimbursement):

To qualify You must satisfy each of the below requirements:

- You must be an individual natural person who takes retail delivery of an Eligible Vehicle. Businesses, corporations and partnerships do not qualify.
- Your **Account** loan or lease has not been closed, cancelled, terminated, refinanced or ended.
- Your **Unemployment Date** must occur during the **Agreement Period** and continue without interruption from Your **Unemployment Date**.
- Your **Unemployment Date** must be more than ninety (90) days after the Effective Date in the Schedule.
- You must be **Involuntarily Unemployed** for more than thirty (30) consecutive days.
- You must be **Gainfully Employed** on a regular full-time basis at least thirty (30) hours per week for at least twelve (12) consecutive weeks immediately prior to Your **Unemployment Date**. If there is a previous **Involuntary Unemployment** benefit paid, then You must be **Gainfully Employed** for eight (8) consecutive weeks immediately prior to any new period of **Involuntary Unemployment**.
- You must have had no prior knowledge of any pending **Involuntary Unemployment** for You prior to the **Effective Date** shown on the Schedule.
- You must have been eligible for resident state, local, or government unemployment benefits during Your period of **Involuntary Unemployment**.
- You are not disabled due to sickness or accidental bodily injury.
- You are not self employed.
- You do not own more than 10% of the company that You are employed by.
- You must have registered with the state unemployment office or the recognized unemployment private or governmental agency within thirty (30) days of Your **Unemployment Date**. You must be registered during the entire period of Your **Involuntary Unemployment**. You must have received payment for Your **Involuntary Unemployment** from this office or agency. You must be eligible to receive state benefits for the entire period of Your **Involuntary Unemployment**.
- Your vehicle must be an Eligible Vehicle.

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### C. Benefit(s):

Provided You have qualified as specified in Section B above, We will pay You for each full calendar month of Your **Involuntary Unemployment**, the **Account Payment** due. For any **Involuntary Unemployment** period of less than thirty (30) days, We will pay You 1/30th of the **Account Payment** for each such day of covered **Involuntary Unemployment** during this less than thirty (30) day period.

If You have qualified as specified in Section B above, Your period of covered **Involuntary Unemployment** starts on the **Unemployment Date** and ends on the first of the following to occur:

- You are **Gainfully Employed**;
  - We have paid under this **Agreement** the Maximum Number of Payments shown on the Schedule;
  - We have paid under this **Agreement** the Maximum Total Benefit shown on the Schedule;
  - You are self-employed in a new occupation;
  - Your **Account** loan or lease has been closed, cancelled, terminated, or ended; or
  - Upon Your death.
- The amount of Our payment is limited to the following:
- Your **Account Payment** to the **Creditor**.
  - Not to exceed \$500.00 per payment.
  - Not to exceed a total of 9 **Account Payment(s)** under this **Agreement**.
  - The amount of Your **Account Payment** that was due immediately prior to Your **Unemployment Date**.

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### D. What is Not Covered Under This Agreement:

This **Agreement** does not apply to and will not provide payment if:

- You do not meet all the qualifications contained in Section B;
- You are an active Gainfully Employed employee of GM.
- The **Account** loan or lease is not used for the purchase or lease of the vehicle shown in the Schedule.
- The **Account** loan or lease is a fleet sale or lease.
- The vehicle is financed or leased to a business, corporation, partnership, utility, federal, state or local government, rental car company or any other organization owning and or operating fifteen (15) or more vehicles
- You retire, quit, resign, strike, or voluntarily terminate Your employment for any reason;
- Your termination of employment is a result of willful misconduct, a transgression of some established and definite rule or law, a forbidden act, a dereliction of duty, where such transgression is willful, improper or wrongful behavior, or unacceptable job performance or behavior;
- You are being paid by contract for Your efforts on behalf of another;
- You are receiving termination or severance pay;
- Your **Involuntary Unemployment** is due to Your medical or psychological disability, or due to pregnancy; or
- You are laid off as a result of a normal and routine shutdown (i.e., an annual or regularly scheduled event after which You expect to be rehired) or terminated due to the completion of seasonal or temporary work as determined by Your occupation or place of employment.

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### E. How to File a Request for Benefit(s):

Call the **Administrator** at 1-888-778-9043 to request a benefit form. You may also go to [www.cynsurefinancial.com](http://www.cynsurefinancial.com) and download the request for benefits form.

You must report the claim within sixty (60) days of Your **Unemployment Date** or as soon as reasonably possible.

The **Administrator** will send the request for benefit 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 **Unemployment Date** or as soon as reasonably possible.

1. The fully completed request for benefit form.
2. Verification that You have registered with a state unemployment office or recognized private or governmental agency and that You are receiving benefits from that office or agency. In the event You have been paid the maximum amount or number of benefits by this office or agency, then for any further payments by Us for the period You were not paid by this office or agency, We require that You submit to Us the same information and proof for this unpaid period of time as was required by this office or agency for their payment to You.
3. A signed original letter, on employer letterhead, from Your former employer verifying Your **Unemployment Date**, the reason for Your unemployment, the length and amount of any severance pay received, as well as verification of Your length of employment, and the weekly hours worked, immediately prior to Your **Unemployment Date**.
4. A copy of Your billing statement which identifies the **Account** Number, billing cycle, payment address, **Account Payment** amount due, and **Account Payment** due date.
5. Should You become **Involuntarily Unemployed** as a result of a lockout, You must provide Us with continuing proof that Your **Involuntary Unemployment** is due to the lockout.
6. Any other documentation that the **Administrator** may reasonably request.

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### F. Other Provision Applicable to This Agreement:

**Neither Creditor's Nor Any Other Third Parties Have Any Rights Under This Agreement:** **Account Payments** made to a **Creditor** or a third party on Your behalf, are intended solely for Your benefit. This **Agreement** shall not be construed to create, or give rise to, any rights against Us for any **Creditor** or third party.

**Default:** If it is discovered by Us subsequent to Our making any **Account Payments** that You were not entitled under the terms of this **Agreement** to have received an **Account Payment(s)** (or a portion thereof), then the **Administrator** shall be entitled to recover from You the amount of the **Account Payment** paid to which You were not entitled.

**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](http://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 benefit form has been furnished to the **Administrator** in accordance with the requirements of this **Agreement**.

**Misrepresentation and Fraud:** This **Agreement** may be cancelled if You conceal or misrepresent any material fact or circumstance concerning Your **Involuntary Unemployment** or Your period of **Involuntary Unemployment**.

**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. [www.gmconfidence.com](http://www.gmconfidence.com)