



# CarBravo Pre-Paid Maintenance Terms & Conditions

**Parties to this CarBravo Pre-Paid Maintenance Agreement (the "Agreement"):** "You" and "Your" mean the Customer named on Page One of this Agreement as well as any subsequent transferees. "We", "Us" and "Our" refer to GM Protections, LLC or its designated Administrator, Safe-Guard Products International, LLC, Two Concourse Parkway, Suite 500, Atlanta, Georgia 30328, 833-955-0048 ("Administrator").

**Agreement Period:** Coverage under this Agreement begins on the Agreement Purchase Date shown on Page One of this Agreement and expires upon the earlier of: (1) the redemption of the Number of Covered Services Purchased (as listed on Page One of this Agreement) or (2) when the number of months listed for the Agreement Term on Page One of this Agreement has been reached, as measured from the Agreement Purchase Date.

## Agreement Coverage:

**A. Standard Plan:** If You selected and purchased the Standard Plan as listed on Page One of this Agreement, the following Covered Services will be provided:

1. Oil/oil filter changes and multi point vehicle inspections during each Covered Service Purchased (the total number of Covered Services Purchased is listed on Page One of this Agreement). The Standard Plan covers conventional or synthetic blend oil up to ten (10) quarts per Covered Service.
2. A tire rotation service during each Covered Service Purchased.

**B. Premier Plan:** If You selected and purchased the Premier Plan as listed on Page One of this Agreement, the following Covered Services will be provided:

1. Oil/oil filter changes and multi point vehicle inspections during each Covered Service Purchased (the total number of Covered Services Purchased is listed on Page One of this Agreement). The Premier Plan covers synthetic or diesel oil up to ten (10) quarts per Covered Service and up to four (4) gallons of Diesel Exhaust Fluid.
2. A tire rotation service during each Covered Service Purchased.

**The Covered Vehicle may need other services that are not included in this Agreement based on Your driving conditions. Please refer to Your Vehicle Manufacturer's Owner's Manual for a complete listing of the factory recommended services and intervals.**

**Cancellation:** This Agreement is cancelable. **To cancel the Agreement, You must provide Administrator or Dealer with written notice of Your request to cancel the Agreement.** The effective date of such cancellation is the date such written notice is received by Administrator or Dealer. This Agreement may be cancelled for a full refund of the Agreement Retail Price less the cost of any Covered Services provided within thirty (30) days of the Agreement Purchase Date. After thirty (30) days, a pro-rata refund will be calculated based the time expired from the Agreement Purchase Date less the cost of any Covered Services provided less a fifty (\$50) dollar processing fee, unless such fee is otherwise prohibited by applicable state law. We may cancel the Agreement for nonpayment, material misrepresentation, or fraud by You at any time in which case You will be notified of the reason for cancellation and the effective date of cancellation by certified mail prior to the effective date of cancellation. **If this Agreement was financed, any refund due will be made payable to the Lender/Lessor unless You provide Administrator with written documentation from Lender/Lessor stating the Finance Agreement has been paid in full.** If the cancellation of the Agreement occurs as a result of a default under the Finance Agreement or the repossession of the Covered Vehicle, any refund due may be paid directly to the Lender/Lessor.

**Cancellation requests may be mailed to Administrator at Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 833-955-0048, or emailed to [cancellations@carbravoprotection.com](mailto:cancellations@carbravoprotection.com).**

**Transfer:** This Agreement is transferable to a subsequent owner or lessee of the Covered Vehicle when a private party purchases the Covered Vehicle directly from the Customer or assumes the Customer's lease agreement. This Agreement is not transferable to a subsequent owner or lessee if a dealership is a party to the resale or lease assumption. **To transfer this Agreement, You must submit Your request in writing by providing all of the following documents to Administrator within thirty (30) days of the Covered Vehicle's resale or lease assumption: (i) a completed transfer form (may be obtained by contacting Administrator); (ii) a copy of Page One of this Agreement; (iii) the document demonstrating the sale of the**

**Covered Vehicle to or lease assumption by a private party; and (iv) a check for fifty (\$50) dollars made payable to Administrator.** This Agreement is not transferable to another vehicle or to a dealership via sale or trade-in.

**Transfer requests may be mailed to Administrator at Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 833-955-0048, or emailed to [transfers@carbravoprotection.com](mailto:transfers@carbravoprotection.com).**

## Limits of Liability:

1. **This Agreement will not pay for Mechanical Breakdown repairs, whether associated with or not associated with a Covered Service.**
2. **This Agreement will not pay for any upgraded or extra cost products used during a Covered Service.**
3. **The payment for Covered Services as stated under Agreement Coverage is the only remedy available to You. Administrator neither has nor assumes any other obligation or responsibility with regard to this Agreement and the Covered Vehicle. Administrator neither assumes, nor authorizes anyone to assume on its behalf, any additional liability under this Agreement.**
4. **Replacement parts utilized in Covered Services will be new or remanufactured parts, unless unavailable; in which case we may use parts of like kind and quality.**
5. **This Agreement will not pay for the additional cost of: (i) synthetic or diesel oil if You selected and purchased the Standard Plan; (ii) greater than ten (10) quarts of oil per Covered Service nor (iii) any maintenance services not specifically listed under Agreement Coverage regardless of whether it is required by the manufacturer of the Covered Vehicle and described in the Covered Vehicle's Owner's Manual.**

**Redemption of Covered Services: When Covered Services are required, You should take the Covered Vehicle for service to the Dealer listed on Page One of this Agreement.** Dealer should contact the Administrator at 833-955-0048 to confirm Your coverage and obtain prior authorization for reimbursement amounts under this Agreement prior to performing any Covered Services. **If You need assistance, You may call Administrator during normal working hours at 833-955-0048. IF YOU DO NOT FOLLOW OUR INSTRUCTIONS, WE ARE NOT OBLIGATED TO PAY FOR OR REIMBURSE YOU FOR THE COST OF ANY SERVICES.** The Dealer will perform Covered Services under this Agreement without charge to You for such services. **If You choose to take the Covered Vehicle to a service facility other than the Dealer listed on Page One of this Agreement, (1) prior authorization from the Administrator must be obtained before the Covered Services can be performed (prior authorization may be obtained by contacting the Administrator at 833-955-0048, (2) the cost of the Covered Services charged by the other service facility may not be fully covered by the Administrator under this Agreement, and (3) You may be required to pay for the Covered Services and request reimbursement from the Administrator.** To request reimbursement, submit copies of all invoices and receipts pertaining to the authorized Covered Services within thirty (30) days of the performance of a Covered Service, along with a copy of Page One of Your Agreement to: Administrator, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, or email the required documentation to [claims@carbravoprotection.com](mailto:claims@carbravoprotection.com).

## Your Responsibilities:

1. **Keep copies of repair orders, invoices and receipts for all services performed to the Covered Vehicle that in any way relate to any Covered Services; and**
2. **If seeking reimbursement, submit a claim for reimbursement to Administrator along with all required documents within thirty (30) days from the date the service was performed.**

**Failure to comply with the responsibilities outlined above will result in the denial of Your claim. If You have any questions, please contact Administrator at the following number, 833-955-0048.**

## General:

1. **THE TERMS AND CONDITIONS OUTLINED HEREIN ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATION OR STATEMENTS SHOULD BE RELIED UPON BY You.**
2. **If You have any questions regarding this Agreement, You should contact Dealer or Administrator.**

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3. This Agreement will be governed by the laws of the state in which it was sold.
4. No amendment, supplement, or waiver of any of the provisions of this Agreement will be binding against the Dealer or Administrator unless it is in writing and is signed by one of the authorized representatives at our home office listed on Page One of the Agreement.
5. We may delegate the performance of Our duties and obligations and assign Our rights and benefits hereunder.

**Arbitration:** You agree that all individual claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with the Administrator or Dealer, will be settled by impartial arbitration. **To initiate arbitration, You must notify Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Administrator with at least three proposed arbitrators.** Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If Administrator demonstrates that none of the three proposed arbitrators are neutral, **You may be asked to proffer additional arbitrators until one is selected.** The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. **You agree to abide by the Arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise.** If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern.

## State Amendments

**If this Agreement is purchased in California, the following additional provisions will apply:**

The General Section 5 is deleted in its entirety.

"We", "Us" and "Our" refer to GM Protections, LLC the licensed vehicle service contract provider serving as the obligor of this Agreement. GM Protection LLC's Vehicle Service Contract Provider license number # is [TBD].

Performance to You under this Agreement is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Agreement has been denied or has not been honored within sixty (60) days after your request. The name and address of the insurance company is: Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, 800-209-6206. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at (800) 927-4357 or (213) 897-8921 out of state, or access the department's Internet Website ([www.insurance.ca.gov](http://www.insurance.ca.gov)).

The Cancellation section is amended by the following: This Agreement may be cancelled by You within the first sixty (60) days after receipt for a full refund of the Agreement Retail Price if no Covered Services have been performed. After sixty (60) days, or if a Covered Service has been performed during that time period You may cancel this Agreement and You will receive a pro-rata refund based upon the time expired from the Agreement Purchase Date. Cancellations after the first sixty (60) days are subject to an administration fee of twenty-five (\$25) dollars or ten (10%) percent of the unearned pro-rata Agreement Retail Price, whichever is less.

We may cancel this Agreement within the first sixty (60) days after the date of purchase only upon providing You with a notice of cancellation stating the specific grounds for cancellation postmarked before the sixty-first (61st) day after the date of purchase and a full refund of the Agreement Retail Price unless We have paid a claim hereunder or advised You in writing that We will pay a claim in which case We will pay to You a pro-rata refund based upon the time expired from the Agreement Purchase Date and less the value of any Covered Service performed. We may cancel this Agreement for nonpayment, material misrepresentation, or fraud by You at any time by providing You with a notice of cancellation (the notice will state the specific grounds for the cancellation or the specific nature of the misrepresentation, if applicable), and full refund of the Agreement Retail Price unless We have paid a claim hereunder or advised You in writing that We will pay a claim in which case We will pay to You a pro-rata refund of the Agreement Retail Price based upon the time expired from the Agreement Purchase Date less the value of any Covered Service performed. If We cancel this Agreement for any reason, We will not charge You an administration fee. Any refund due to You will be paid within thirty (30) days of the date of cancellation. The Agreement will cease to be valid five (5) days after the date the notice of cancellation is

postmarked, and We will pay any Covered Service reported to Us prior to the effective date of cancellation. For purposes of this paragraph, a claim will be deemed to have been reported to Us if You have completed the first step required to redeem a Covered Service as specified herein.

The **Arbitration** section is replaced by the following: **You and the Administrator, Obligor, Dealer, and the Insurance Company above ("Us") agree that all individual claims or disputes arising from or relating to this Agreement will be settled by impartial arbitration. To initiate arbitration, the aggrieved party must notify the aggrieving party in writing of its desire to submit the issue to arbitration. The aggrieved party is responsible for providing the aggrieving party with at least three (3) proposed arbitrators. The aggrieving party has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If the aggrieving party demonstrates that none of the three (3) proposed arbitrators are neutral, the aggrieving party may be asked to proffer additional arbitrators until one (1) is selected.** The Arbitrator is responsible for setting the ground rules and procedures for the arbitration, as long as it doesn't conflict with the Consumers Legal Remedies Act. **The parties agree to abide by the Arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise.** If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern. Any arbitration proceedings arising under this Agreement will proceed under procedures outlined in the California Arbitration Act. Such procedures can be found in the California Code of Civil Procedure section 1280. Additionally, the arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. If there is any conflict of law, California law will control over Federal law. The location of arbitration will be a location in close proximity to the Customer's residence. The Agreement is subject to the California Consumers Legal Remedies Act (Civ. Code section 1750 et seq.). The "consumer rules" apply to the arbitration procedure.