

A. BUSINESS USE OPTION

If the Business Use box is checked on the front page, then vehicles that meet the following criteria are covered: vehicles used in business, except the following vehicle uses are not covered: rental, hire to public, ride sharing, hauling, plowing, construction, towing, law enforcement, emergency purposes, and any circumstances listed in the exclusions.

B. EXCLUSIONS

This **Waiver** does NOT waive any of **Your** obligations under the lease, except as stated herein, and does not waive charges for excess wear & use under the following circumstances:

1. If the lease has an original term of less than 12 months or greater than 48 months.
2. If **Your** vehicle has more than 10,000 miles on the odometer at lease inception or has previously been titled in other than the dealer's name.
3. If **Your** vehicle is a chassis cab, low cab forward or cutaway configuration.
4. For any excess wear & use amounts that are assessed to **You** which exceed \$5,000, unless **You** drive your vehicle more than an average of 25,000 miles per year, in which case **You** will be responsible for excess wear & use amounts that are assessed to **You** which exceed \$2,500.
5. Any charge for a single item of excess wear and use using the excess wear standard described in the lease that is \$1,000 or more. All damage or wear that appears to **Us** to be related to a single incident or event will be considered one item.
6. If **You** have not complied with all the terms and conditions of **Your** lease agreement.
7. If **You** terminate **Your** lease more than 180 days after the original scheduled termination date.
8. If **You** have not returned **Your** vehicle to **Us** or **Our** agent, or any GM Dealer as instructed, or if **You** exercise the purchase option under **Your** lease.
9. Any portion of excess mileage charges that exceed \$400.
10. If **Your** vehicle's M.S.R.P. is greater than \$125,000.
11. If the vehicle is used in business, unless the Business Use Box is checked.
12. If the vehicle is used for law enforcement or emergency services, or used in any racing, stunts, demolition contests, or while preparing or practicing for such activity.
13. Repairs done prior to lease termination.
14. Charges that would be covered by a service contract **You** purchased or by a warranty or manufacturer or repairer's guarantee that **You** received.
15. Charge(s) due to missing equipment or parts valued greater than \$150 each.
16. Charges due to dishonest, intentional, fraudulent, criminal or illegal acts committed by **You** or committed with **Your** knowledge and/or consent.
17. Charges due to war, terrorism or riot.
18. Charges not set forth on the itemized inspection statement detailing the excess wear and use charges as signed by **You**.
19. If the odometer has stopped, been altered, tampered, disconnected, or if it in any way misrepresents the vehicle's actual mileage unless the odometer was modified in compliance with federal odometer laws.
20. If **Your** vehicle is repossessed because **You** are in default or if **Your** vehicle is deemed a total loss by the insurance company providing physical damage insurance.
21. If **You** purchased this **Waiver** after the effective date of **Your** lease.
22. If **You** have not maintained and kept **Your** vehicle in good condition as required by the lease.
23. If the damage is due to alterations, improper repairs, or modifications, including but not limited to replacement parts that do not meet the manufacturer's specifications, mismatched parts to a set, add-on parts, poor or incomplete body work, body filler, mismatched paint or poor quality paint job from a repair, and damage to the vehicle's frame or alignment.
24. Any electrical or mechanical excess wear and use charges including brakes or batteries.
25. Any part, equipment, or accessory added to the vehicle after delivery to **You**.
26. Charges due to the removal of signs, lettering, bumper stickers and other adhesives.
27. If snow tires or recapped tires are left on the vehicle instead of original equipment tires or the equivalent.

C. TERM AND CANCELLATION

This **Waiver** expires when **Your** lease ends. To cancel this **Waiver** and receive a full refund of the amount paid, **You** must notify the original leasing dealer/retailer in writing within 60 days from the **Waiver** purchase date. After 60 days, only **We** may cancel this **Waiver** and a cancellation fee of \$30 will apply. **We** may cancel this **Waiver** because **You** are in default on **Your** lease, or because **Your** vehicle has been repossessed or declared a total loss by the insurance company providing physical damage insurance. If this **Waiver** is cancelled, **We** will apply the unearned portion of the purchase price to the balance owing on **Your** lease. The unearned portion of the purchase price will be calculated using the pro rata method based on the unexpired months of **Your** lease term at cancellation divided by the total months of **Your** lease term. If this **Waiver** is cancelled, **We** will not waive charges for excess wear and use, and **You** will be responsible for said charges.

D. EXCESS WEAR AND USE CLAIM

Upon return of **Your** vehicle to **Us**, **We** will inspect **Your** vehicle for excess wear and use damage. **We** will waive charges for excess wear and use damage that is covered by this **Waiver**, and invoice **You** for damage that is not covered. If **You** have any questions regarding the benefits provided under this **Waiver**, **You** may contact **Our** Administrator at P.O. Box 1910, Arlington Heights, IL 60006-1910; 1-888-279-9334.