

RESPONSE INDEMNITY COMPANY OF CALIFORNIA

435 North Pacific Coast Highway, Suite 200
Redondo Beach, CA 90277 (800) 888-2738
(Herein called the Company, We, Us, or Our)

**MECHANICAL BREAKDOWN
INSURANCE**

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MECHANICAL BREAKDOWN INSURANCE POLICY

THIS POLICY TOGETHER WITH THE DULY SIGNED NUMBERED DECLARATIONS PAGE
AND SCHEDULE OF COVERAGE COMPLETE THIS POLICY

QUICK REFERENCE

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INSURING AGREEMENT

With payment of the premium, relying upon statements made in the Declarations Page made part of this **Policy**, Response Indemnity Company of California agrees, subject to the following terms, conditions, and exclusions, to reimburse the **Policyholder** for receipted expenses incurred, which are payable under the terms of this **Policy**.

I. DEFINITIONS

The following definitions apply to words used frequently in this Mechanical Breakdown Insurance **Policy** and appear in **Bold Faced Type**.

Administrator means the **Administrator** as printed on the **Declarations Page**.

Breakdown means the failure of a **Covered Part** under normal service due to defects in material and workmanship.

Covered Part means the parts and components described in the **Schedule of Coverage**, which is attached to and forms part of this **Policy**, that are original parts on **Your Vehicle** at the time of its purchase by **You** or like replacement parts meeting the manufacturer's specification. A **Covered Part** has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of action or inaction of any non-covered parts.

Policy means this Mechanical Breakdown Insurance **Policy**, as printed on the **Declarations Page**, which **You** have purchased from **Us** to protect **Your Vehicle** described on the **Declarations Page**.

Coverage means the protection **You** have selected, as shown in the Coverage Information Section on the **Declarations Page**, which applies to **Your Vehicle**.

Declarations Page means the numbered document which must be attached to and forms part of this **Policy**. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information. Please review the **Declarations Page** to confirm this information is correct. If this information is not correct, immediately call the **Administrator**.

Deductible means the amount **You** are required to pay, as shown on the **Declarations Page**, towards the total cost, per repair visit, for repair or replacement of **Covered Parts** under this **Policy**. Once a **Covered Part** is repaired or replaced under the terms of this **Policy**, there will be no **Deductible** for future repairs to that part.

Licensed Repair Facility means a repair facility registered with the state to perform mechanical repairs.

Lienholder means the person or company that has advanced the money for the purchase of this **Policy**.

Reasonable Cost means the repair cost that is recognized locally and/or nationally for a covered repair. **We** will use published parts and labor guides to establish repair cost. Replacement of **Covered Parts** will be made with new, remanufactured, or survivable used components. If the covered repair is not authorized by **Us, We** then reserve the right to reduce the repair reimbursement to **Reasonable Cost**.

Schedule of Coverage means the numbered document which must be attached to and forms a part of this **Policy**. It lists the **Coverage** provided to **You** for **Your Vehicle** under this **Policy**. If not attached, immediately call the **Administrator**.

Vehicle, Your Vehicle means the **Vehicle** which is described on the **Declarations Page**.

Waiting Period means thirty (30) days and one thousand (1,000) miles from the date this **Policy** is purchased. However, one (1) month and one thousand (1,000) miles will be added to **Your Policy** term. **Coverage** will commence the day following the **Waiting Period**. Claims incurred during the **Waiting Period** are not covered.

We, Us, Our means Response Indemnity Company of California.

You, Your means the **Policyholder** shown on the **Declarations Page**, the purchaser or lessee of the described **Vehicle**, or the person to whom this **Policy** was transferred under the transfer provision of this **Policy**.

II. POLICY TERMS AND CONDITIONS

This **Policy** is between **Us** and **You** and is subject to all the terms and conditions contained herein.

A. POLICY PERIOD

1. New Plans – If **Your Vehicle** is within the current model year, and the four (4) previous model years based upon January of the year **You** purchased **Your Policy**, and is under fifty thousand (50,000) miles on the odometer, **Coverage** in both time and miles begins on the **Policy** Effective Date. This **Policy** will expire at 12:01 A.M. on the **Policy** Expiration Date, after the mileage for the plan **You** selected has been reached, or when **Your Vehicle** has reached one hundred thousand (100,000) miles, whichever occurs first.
2. Used Plans – If **Your Vehicle** is not within the current model year, and the four (4) previous model years based on January of the year **You** purchased

Your Policy, or has fifty thousand (50,000) miles or more on the odometer, **Coverage** under this **Policy** is subject to a **Waiting Period** of thirty (30) days and one thousand (1,000) miles from the **Policy** Effective Date. However, one (1) month and one thousand (1,000) miles will be added to **Your Policy** term. **Coverage** will commence the day following the **Waiting Period**. **Breakdowns** occurring during the **Waiting Period** are not covered. This **Policy** will expire according to the time or mileage of the plan **You** selected, whichever occurs first, as shown on the **Declarations Page**.

- B. COVERAGE** – **Coverage** afforded **You** for **Your Vehicle** is determined by the Coverage Information Section shown on the **Declarations Page** and more fully described in the **Schedule of Coverage**, attached hereto to complete this **Policy**.
- C. DEDUCTIBLE** – In the event of a **Breakdown** covered by this **Policy**, **You** may be required to pay a **Deductible**. To determine if a **Deductible** applies, see the “**Deductible**” entry in the Coverage Information Section shown on the **Declarations Page**. Once a **Covered Part** is repaired or replaced under the terms of this **Policy**, any **Deductible** amount for future repairs to that part will be waived. A **Deductible** payment is only required for **Breakdown Coverages** that are listed in the **Schedule of Coverage** which is attached to and forms part of this **Policy**.
- D. LIMITS OF LIABILITY**
1. Per Repair Visit – **Our** liability for any one (1) repair visit shall in no event exceed the actual cash value of **Your Vehicle** at the time of said repair visit. Actual Cash Value means the National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide published average value of **Your Vehicle** for **Your** region, taking age, condition, and mileage into consideration.
 2. All Repair Visits Combined – The total of all benefits paid or payable while this **Policy** is in force shall not exceed the **Vehicle Purchase Price** (excluding tax, title, and license fees).
- E. TRANSFER OF YOUR POLICY**
1. **You** may transfer **Your Policy** to someone **You** sell or otherwise transfer **Your Vehicle** to while this **Policy** is still in force. This can be done only if the transfer request is made within thirty (30) days of the sale or transfer of **Your Vehicle** and the fifty dollar (\$50.00) Transfer Fee is paid. This **Policy** cannot be transferred if the title transfer of **Your Vehicle** passes through an entity other than the subsequent buyer or **Your Vehicle** is sold or traded to a dealership, leasing agency, or entity/individual in the business of selling vehicles. Transfer of this **Policy** can only be initiated and transferred by the original **Policyholder**.
 2. The following must be submitted to the **Administrator** within thirty (30) days of the change of ownership to a subsequent individual purchaser:
 - a. Original **Policy** and **Declarations Page**;
 - b. A transfer Application completed and signed by **You** and the new owner;
 - c. Fifty dollar (\$50.00) Transfer Fee made payable to the **Administrator**; and
 - d. Copies of all maintenance records.

III. EXCLUSIONS

The exclusions under this **Policy** include parts not covered under any plan as well as those conditions involving the use and maintenance of **Your Vehicle** as fully described in this **Policy**.

WHAT IS NOT COVERED

This **Policy** does not provide **Coverage** for:

- A. Repairs to any part or parts of the described **Vehicle** not specifically listed in the **Schedule of Coverage** Section of this **Policy**.
- B. Any of the following parts:
Factory installed CB Radio, Radar Detector, Stereo Equalizer, on board Global Positioning System, Fax Modem, built-in TV and VCR/DVD, Video Game System, Computer System including Printer, Carburetor, Battery, Battery Cables, Shock Absorbers, Manual Transmission Clutch Assembly (Friction Clutch Disc, Pressure Plate and Throw out, and Pilot Bearings), Manual and Hydraulic Linkages, Transmission and Brake Cables, Distributor Cap and Rotor, Safety restraint Systems (including Air Bags), Glass, Lenses, Headlamps and Projection Lamp Assemblies, Sealed Beams, Light Bulbs, Fuses, Circuit Breakers, Brake Rotors and Drums, Exhaust pipes, Emission Components, Windshield Wiper Arms, Weather Strips, Trim, Moldings, Bright Metal, Chrome, Upholstery and Carpet, Zippers, Nuts, Bolts and Fasteners, Freeze Plugs, Cup Holders, Ash Trays, Dash Pads, Squeaks, Rattles, Water Leaks, Wind Noise, Seat Frames, Paint, Outside Ornamentation, Inside and Outside Door Handles, Hinges, Mirrors, Mirror Hinges, Mirror Housings, Hubcaps, Bumpers, Body Sheet Metal and Panels, Body Parts, Frame, Brackets and Structural Body Parts, Vinyl and Convertible Tops, Tires (except as may otherwise be provided under the Tire Coverage Benefit), and Wheels/Rims/Studs. Provided, however, that:
 - 1. Ash Tray Assemblies, Seat Frames, Door Hinges, and Mirror Hinges are covered if the **Interior and Exterior Appointments** is included in the **Schedule of Coverage** selected and purchased attached to this **Policy**; and
 - 2. Factory installed CB Radio, Radar Detector, Stereo Equalizer, on Board Global Positioning System, Fax Modem, Built-in TV and VCR/DVD, Video Game System, Computer System including Printer are covered if the **Luxury Package Coverage** is included in the **Schedule of Coverage** selected and purchased attached to this **Policy**.
- C. Maintenance services and parts described in **Your Vehicle's** owners manual supplied by the manufacturer and other normal maintenance services and parts, which include but are not limited to:
Alignments, Adjustments, Cleaning, Wheel Balancing, Tune-Up's, Spark Plugs, Spark Plug Wires, Glow Plugs, Hoses (except High Pressure Steering and Air Conditioning), Drive Belts, Brake Pads, Brake Linings/Shoes, Wiper Blades, Shop Supplies and Environmental Waste Charges, Filters, Lubricants, Coolants, Fluids, and Refrigerants may be covered if replacement is required in connection with a **Breakdown**.
- D. Damage and/or **Breakdown** resulting from Collision, Road Hazard (except Tire Coverage Benefits), Fire Theft, Vandalism, Riot, Explosion, Lightening, Earthquake, Windstorm, Volcanic Eruption, Freezing, Rust or Corrosion, Hail, Water or Flood, Acts of God, Salt, Environmental Damage, Chemicals, Contamination of Fluids, Fuels, Coolants, or Lubricants.
- E. Any **Breakdown** caused by Misuse, Abuse, Negligence, Lack of Scheduled Maintenance required by the Manufacturer's Maintenance Schedule for **Your Vehicle**, or Improper Servicing or Repairs performed by **You** or a **Licensed Repair Facility**, for any **Breakdown** caused by Sludge Build-Up, Lubricant Blockage or the failure to maintain proper levels of Lubricants, and/or Coolants, or any **Breakdown** resulting from failure to protect **Your Vehicle** from further damage when **Breakdown** has occurred.

- F. Any repair or replacement of any **Covered Part** if a **Breakdown** has not occurred or if the wear on that part has not exceeded the published field tolerance allowed by the manufacturer.
- G. Any Alterations have been made to **Your Vehicle** or **You** are using or have used **Your Vehicle** in a manner not recommended by the manufacturer, including but not limited to, Damage resulting from:
The failure of any Custom or Add-on part, all Frame or Suspension Modifications, Lift Kits, Oversized or Undersized Tires, Trailer Hitches, Engine Modifications, Transmission Modifications, and/or Axel Modifications, Emission and/or Exhaust System Modifications provided, however, that Emission Components (except for Catalytic Converters, Exhaust Systems, and Carburetors) are covered if **Emissions Coverage** is selected and purchased as an optional benefit under the **Schedule of Coverage** attached to this **Policy**.
- H. **Vehicles** that do not have valid manufacturer VIN's or are title branded as Salvage, Junk, Rebuilt, Totaled, or Flood Damaged.
- I. **Breakdowns** if the **Vehicle** odometer is broken, has been altered, and/or ceased to operate so the actual **Vehicle** mileage cannot be determined.
- J. This **Policy** does not provide **Coverage** to **You** for any loss, claim, or service obligation which arises from or is in any manner related to the failure of any Computer, Computer Chip, Computerized Component, Computer Software, or other machine or product to recognize data, perform operations or calculations, operate properly, or perform as expected either before, during, or after January 1, 2000 (the "Year 2000 Problem"), including but not limited to any loss, claim, or service obligation involving miscalculations, interference with or damage to existing data, loss of data, inability to operate properly, or any consequential or ensuing loss from the "Year 2000 Problem", regardless of whether such failure occurs in equipment owned or used by **You** or by others.
- K. Any liability for Property Damage, or for Injury to or Death of any person, arising out of the operation, maintenance, or use of **Your Vehicle** described in this **Policy**, whether or not related to the **Covered Parts**, for Loss of Use, Time, Shop Delays, Profit, Inconvenience, or any other loss or Incidental/Consequential Damages, except as otherwise may be provided under the **Schedule of Coverage**, including any Consequential Damage to a non-covered part that results from a **Breakdown**.
- L. When the responsibility for the repair is covered by an Insurance **Policy**, Supplier, or Repairer Guarantee/Warranty, Manufacturer and/or Dealer Customer Assistance Program, or any Warranty from the Manufacturer such as Extended Drive Train, Major Component, or Full Coverage Warranties, regardless of the remaining Manufacturer's Warranty when **You** purchased this **Policy**. Further, **Coverage** under this **Policy** is similarly limited in the event of a **Breakdown** if the Manufacturer has announced its responsibility through any means, including Public Recalls and Factory Service Bulletins.
- M. If **Your Vehicle** is used for Towing a Trailer or Another Vehicle or Object, unless **Your Vehicle** is equipped with factory installed or factory authorized Tow Package or is used as a Commercial Unit, or is listed for Rental, Taxi, Limousine or Shuttle, Delivery, Towing or Road Repair Operations, Construction, Job Site Activities, Hauling, Police or Emergency Service, Principally Off-Road Use, Racing or Competitive Driving, Snow Removal, Route-Work, Service or Repair, Delivery, Service or Repair Use not involving regular multiple drivers, or Weight or Towing in excess of Manufacturer's recommendations, shall not be excluded provided that optional **Light Business Use Coverage** has been selected and purchased.

- N. For any **Breakdown** occurring prior to the **Policy** purchase date, or any **Breakdown** during any applicable **Waiting Period** described under "Policy Period".
- O. For any **Breakdown** if the repair information provided by **You** or the **Licensed Repair Facility** is not true.
- P. For **Breakdowns** that occur to **Your Vehicle** outside of the United States of America or Canada.
- Q. For **Tire Coverage**, the following exclusions also apply:
 1. Tire damage incurred outside of the United States of America or Canada;
 2. Tire damage resulting from Off-Road Use, Racing, Collision with a curb or another Vehicle, Misuse, Abuse, Lack of Proper Maintenance, Misalignment, Suspension problems, Vandalism, Fire, Upset, Manufacturer Defect, and Driving on Tires which are Deflated or Improperly Inflated;
 3. Tires which are Undersized, Oversized, or otherwise not recommended by the Vehicle Manufacturer for **Your Vehicle**;
 4. Tires transferred from another **Vehicle**;
 5. Tires which do not have at least 3/32 inch tread depth remaining;
 6. Tires mounted on **Vehicles** other than on-road use private passenger cars and light duty trucks, and/or mounted on any **Vehicles** exceeding 13,500 lbs. Gross Vehicle Weight;
 7. Damage to tires that do not affect their performance or safety; and
 8. Tires not retained by **You** for inspection when requested by the **Administrator**.

IV. POLICYHOLDER'S RESPONSIBILITIES

A. Maintenance Requirements and Service History –

You must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual for **Your Vehicle**. **Your** Owner's Manual lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the normal or severe maintenance schedule that applies to **Your** conditions. Failure to follow the manufacturer's recommendations that apply to **Your** specific conditions may result in the denial of **Coverage**. It is required that **You** retain "Proof" of maintenance for the service and/or repair work performed on **Your Vehicle**, regardless if work was performed by **You** or a **Licensed Repair Facility**.

"Proof" means repair orders from a **Licensed Repair Facility** and/or a self-maintained log that has corresponding "purchase receipts" for oil and filter, coolant and brake system flush, etc. A self-maintained log without corresponding "purchase receipts" is not acceptable "Proof" of maintenance. Repair orders from a **Licensed Repair facility** must be readable and understandable with customer complaint and repair diagnosis, parts, labor hours, **Vehicle** Identification Number, Date, **Vehicle** mileage, **Your** Name and signature, **License Repair Facility** name, address and telephone number, repair totals, **Deductible** (if applicable), and method of payment to satisfy the repair order. "Proof" of maintenance and/or **Your** self-maintained log with corresponding original receipts may be requested by the **Administrator** for related repairs.

B. Filing a Claim –

1. **Prevent Further Damage** – Take immediate action to prevent further damage. This **Policy** will not cover the damage caused by not securing a prompt repair of the failed component.
2. **Take Your Vehicle to a Licensed Repair Facility** – If **Your Vehicle** breaks down, return to the issuing dealer. If this is not possible, take **Your Vehicle** to any **Licensed Repair Facility**.
3. **Provide Licensed Repair Facility with a Copy of Your Policy Number.**

4. **Obtain Authorization from the Administrator** – Prior to any repair being made, instruct the Service Manager at the **Licensed Repair Facility** to contact the **Administrator** to obtain an Authorization for the claim. Any claim for repairs without prior authorization will not be covered. **We** can be contacted Monday through Friday, 8:00 A.M. to 8:00 P.M. and on Saturday, 8:00 A.M. to 6:00 P.M. Eastern Standard time at 1-888-376-2091. **We** can also be contacted Monday through Friday, 8:00 A.M. to 8:00 P.M. Eastern Standard time via FAX at 1-618-206-5870. For EMERGENCY REPAIRS (non-business hours only) after the **Licensed Repair Facility** has diagnosed the problem, have **Your Policy** number available and call the emergency number: 1-888-376-2091. The amount authorized by the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of this **Policy**. Any additional amount must receive prior approval.
5. **Authorize Tear-Down and/or Inspection** – In some cases, **You** may need to authorize the **Licensed Repair Facility** to inspect and/or tear-down **Your Vehicle** in order to determine the cause and cost of the repair. **You** will be responsible for these charges if the failure is not covered under this **Policy**. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repair being made.
6. **Review Coverage** – After the **Administrator** has been contacted, review with the Service Manager what will be covered by this **Policy**.
7. **Pay Any Applicable Deductible** – **We** will reimburse the **Licensed Repair Facility** or **You** for the cost of the work performed on **Your Vehicle** that is covered by this **Policy** and previously authorized, less any **Deductible**. Once authorization is obtained and the repair is completed, all repair orders and documentation must be submitted to the **Administrator** within thirty (30) days to be eligible for payment.
8. **Proof of Service and/or Repair** – To obtain payment for a covered repair **You** or the **Licensed Repair Facility** must submit a legible copy or original repair order to the **Administrator**. Repair orders must be readable and understandable with customer complaint and repair diagnosis, parts labor hours, **Vehicle** Identification Number, date, **Vehicle** mileage, **Your** Name and signature, **Licensed Repair Facility** name, address and telephone number, repair totals, **Deductible** (if applicable), and method of payment to satisfy the repair order. "Proof" of maintenance and/or **Your** self-maintained log with corresponding receipts may be requested by the **Administrator** for related repairs. In addition, if applicable, all related invoices (i.e. towing, rental, sublets, etc.) must accompany the repair order for consideration of claim reimbursement.

V. GENERAL PROVISIONS

- A. **Arbitration** – If **You** and **We** fail to agree on any matter concerning this **Policy**, each must demand in writing from the other that the matter be arbitrated. **You** and **We** shall each select an arbitrator and the two arbitrators shall select a third arbitrator. The decision of any two of the three arbitrators is final and will be binding upon **You** and **Us**.
- B. **Other Insurance** – This **Policy** provides **Coverage** only in excess of other applicable and valid policies of insurance, including all warranties and service contracts, which **You** have or upon which **You** can recover from third parties.
- C. **Changes** – No changes may be made in this **Policy** unless approved by **Us** in writing. None of **Our** representatives has authority to change or waive any provision of this **Policy**.
- D. **Our Right to Recover Payment** – If **We** pay anything under this **Policy** and **You** have a right to recover against a third party, **Your** rights shall become **Our** rights. **You** shall do whatever is necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.

E. Cancellation of Your Policy

1. **You** may cancel this **Policy** at any time by:
 - a. returning to the Seller/Lessor to complete and sign the cancellation forms.
 - b. mailing written notice to the Seller/Lessor of **Your** desire to cancel the **Policy**.

A notarized odometer statement indicating the odometer reading at the date of the request will be required. The request for cancellation must be made no later than forty-five (45) days of the date that the cancellation is to become effective, except in the case of repossessed, stolen, or totaled vehicles. The **Administrator** may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident.

2. **We** may cancel at any time if:
 - a. **Your Vehicle** is totaled or is repossessed.
 - b. **Your Vehicle's** odometer is disconnected or altered or the true and actual mileage cannot be determined.
 - c. **Your Vehicle** is used in a manner not covered by this **Policy**, including vehicle modifications not recommended by the manufacturer.
 - d. the charge for the **Policy** is not paid.
 - e. **You** employed intentional misrepresentation in obtaining the **Policy**.
 - f. **You** employed intentional misrepresentation in the submission of a claim.
 - g. **Your Vehicle** does not have a valid manufacture VIN.
 - h. **Your Vehicle's** title is branded as salvage, junk, rebuilt, totaled, or flood damaged.
 - i. **Your** claim aggregate has reached the original **Vehicle** Purchase Price.

Notice of such cancellation will be delivered to **You** by registered mail. The notice of cancellation will state one of the above mentioned basis of cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation.

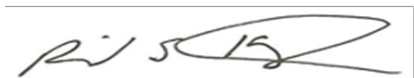
F. Lienholder Cancellation – If **Your Vehicle** and this **Policy** have been financed, the **Lienholder** shown on the Application may cancel this **Policy** for default of the loan agreement or if **Your Vehicle** is declared a total loss due to accident or theft or is repossessed. In such event, immediate notification and submission of documents to the **Administrator** is required.

G. Refund Calculation – If this **Policy** is canceled within the first sixty (60) days from the Effective Date and no claims have been filed, **We** will refund the entire **Policy** charge paid. If this **Policy** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Policy** charge according to the pro rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins, less any claims paid, less a Twenty-Five Dollar (\$25.00) Administrative Fee. In the event of cancellation, the **Lienholder**, if any, will be named on a cancellation refund check as their interest may appear.

H. Conformity to Statute – If the law in **Your** state is inconsistent with any of the conditions of this **Policy**, **We** will comply with the requirements of **Your** state by endorsement.

- I. **Representations** – By acceptance of this **Policy**, **You** agree that the statements on the **Declarations Page** are **Your** agreement and representations, and that this **Policy** is issued in reliance upon the truth of those statements.

IN WITNESS WHEREOF, Response Indemnity Company of California has caused this **Policy** to be signed by its President and Secretary and countersigned, where required by law, on the **Declarations Page** by a duly authorized representative.

A handwritten signature in black ink, appearing to be "R. J. S. 15", enclosed within a thin black rectangular border.

President

Secretary