

**Remy International, Inc.
Voluntary Bridge Reimbursement
Account**

Effective January 1, 2010

Remy International, Inc. (the “Employer”) hereby establishes the Remy International, Inc. Voluntary Bridge Reimbursement Account (“VBRA”) for eligible employees, subject to the terms and conditions below, effective as of January 1, 2010. This document is intended to be both the official plan document and summary plan description. The purpose of the VBRA is to assist eligible employees transition to retirement by providing a source of funds for eligible medical expenses.

ELIGIBILITY

- A. You will be eligible to be a participant in the VBRA (a “Participant”), if you (i) are designated in writing by the Chief Human Resources Officer of the Employer on or before November 1, 2009, (ii) execute the Participation and Release Agreement (“Participation Agreement”) in the form attached hereto as Exhibit A on or before November 6, 2009, and (iii) voluntarily retire from the Employer on or after the earliest of the following date: (a) your age plus service with the Employer equals or exceeds 85; (b) you have worked 30 continuous years with the Employer (and General Motors); or (c) you retire due to a disability (as defined by the then-current long term disability plan).*
- B. In the event a Participant breaches the Participation Agreement, any amounts remaining in the Participant’s Account shall be immediately forfeited and, to the extent benefits have been paid under this Plan, the Participant must repay such amount within fifteen (15) days of written demand by the Employer.*
- C. A Participant shall be eligible for benefits only after he or she retires from the Employer. No benefit shall be payable to a Participant or his/her spouse for expenses incurred prior to reimbursement.*

REIMBURSEMENT ACCOUNT CREDITS

The Employer will make a bookkeeping credit to your VBRA (“Account”) in the amount of \$10,000 for the Participant at the time of retirement.

Your Retiree Reimbursement Account Statements

OptumHealth is the claims administrator of the VBRA.

The Explanation of Payment (EOP) that OptumHealth issues with each reimbursement is also a good source of information. The EOP details the amount reimbursed and your current balance.

YOUR VBRA ACCOUNT

The VBRA lets you pay many of your otherwise unreimbursed health care expenses for you and/or your eligible dependents. An eligible dependent is your legally married spouse of the opposite sex or dependents who are defined in section 105(b) of the Internal Revenue Code. Because not every health care expense you incur is eligible for reimbursement through the VBRA, it's important to know which are reimbursable and which are not.

If an expense may be eligible for reimbursement under any other plan(s), you cannot submit it for reimbursement under the VBRA until the expense has been considered and rejected, in whole or in part, by the other plan(s).

Eligible Health Care Expenses

You can use your VBRA Account to reimburse yourself for health care expenses that are considered medical care under section 213(d) of the Internal Revenue Code, as long as the expenses are not reimbursed by any health care plan and incurred after you retire. Tax rules change, so you should check with your tax advisor about the eligibility of specific expenses. You can get additional information about eligible health care expenses from IRS Publication 502, "Medical and Dental Expenses," which is available from your local IRS office and on the IRS website at <http://www.irs.gov>. Current qualified expenses include:

- Acupuncture
- Ambulance service
- Artificial limbs
- Auto equipment such as special hand controls to assist the physically disabled
- Braille books and magazines
- Chiropractic care
- Contact lenses needed for medical reasons that are not covered by a vision care plan
- Contraceptives that are not covered by a medical plan
- Crutches
- Dental treatment not covered by a dental plan
- Drug abuse inpatient treatment
- Drugs that do not require a physician's prescription (over-the-counter medications), as long as they are for medical care, and not merely beneficial to your overall general health. Examples of reimbursable expenses include charges for pain relievers, cold and fever remedies, antibiotic ointments, and allergy medications.
- Eye exams, lenses and frames not covered in full by a vision care plan
- Guide dog or other animal used by a visually-impaired or hearing-impaired person

- Health care plan contributions (premiums), including those for Medicare, your spouse's employer's plan, or any other private coverages
- Hearing exams and hearing aids
- Hospital services
- Laboratory fees
- Laser eye surgery
- Lead-based paint removal to protect a child who has, or who has had, lead paint poisoning from continued exposure
- Legal fees directly related to committing a mentally ill person
- Lodging while you receive medical care away from home. Care must be provided by a doctor in a licensed hospital or treatment facility, and the lodging must be primarily for, and essential to, medical care.
- Long term care services required by a chronically ill person, if provided in accordance with a plan of care prescribed by a licensed health care practitioner
- Medical information plan that maintains your medical information so it can be retrieved from a medical data bank for your medical care
- Medical services and supplies not covered by your medical plan
- Mental health care not covered by your medical plan
- Organ donor expenses
- Osteopathic services
- Oxygen and oxygen equipment
- Prescription drugs not covered by your medical plan
- Psychiatric care not covered by your medical plan
- Smoking cessation programs
- Specialized equipment for the disabled, including:
 - Cost and repair of special telephone equipment that allows a hearing-impaired person to communicate over a regular telephone, and
 - Equipment that displays the audio part of television programs as subtitles for hearing-impaired people.
- Sterilization surgery
- Termination of pregnancy
- Transportation expenses if primarily for, and essential to, medical care
- Wheelchairs

The following health care expenses also qualify for tax-free reimbursement through the VBRA:

- Health care copayment, deductible and coinsurance amounts
- Health care expenses that are above the customary charge or health care plan maximums

In addition, the following premiums (and ONLY the following premiums) qualify for tax-free reimbursement through the VBRA:

- If you are under age 65 at the time the expense is incurred, premiums paid for coverage under:
 - a medical benefit plan not sponsored by the Employer in which you participate;
 - a long term care plan not sponsored by the Employer in which you participate;
 - a dental benefit plan not sponsored by the Employer in which you participate.

If you are age 65 or older at the time the expense is incurred, premiums paid for coverage under:

- a long term care plan in which you participate; and
- a dental benefit plan in which you participate.

Other Facts You Should Know

- Expenses reimbursed under the VBRA cannot be claimed as deductions or credits on your Federal Income Tax Return.
- Expenses which you claim as deductions or credits on your Federal Income Tax Return cannot be reimbursed under the VBRA.

ENROLLMENT

How You will be Enrolled

You will be enrolled in the VBRA automatically at the time of your retirement, provided you satisfied all of the VBRA eligibility requirements explained above.

When Participation Begins

After you have met the VBRA eligibility requirements explained above and retire from the Employer, you will be able to access the funds under the VBRA for reimbursement of qualified medical expenses incurred on and after your retirement.

When Your Participation Ends

Your participation in the VBRA ends on the earliest of the date:

- When both you and, if applicable, your spouse die, your Account in the VBRA will be closed, and you will forfeit the unused balance in your Account remaining after all pending eligible expense reimbursement requests have been processed; or
- When your Account in the VBRA reaches a zero balance.

Your dependent's eligibility for reimbursements from the VBRA ends on the earliest of the date:

- Your participation in the VBRA ends; or
- You exhaust your VBRA Account; or
- Your dependent ceases to be an eligible dependent.

Amounts remaining in your Account under the Plan when you and, if applicable, your spouse die (following the final payment of all health care expenses allowable for you or your dependents' final period of coverage under the VBRA) will be forfeited.

CLAIMING REIMBURSEMENT

Documenting Your Claim

Health Care Expenses

When you submit a claim for reimbursement from your VBRA, you must provide a copy of:

- The Explanation of Benefits (EOB) you received from a health care plan you are enrolled in (or your dependent's health care plan) showing how much, if any, of your claim was paid; or
- Itemized bills from suppliers for expenses not covered by any health care plan. The itemized bill should include the following information:
 - Patient name,
 - Nature of the service provided,
 - Name of person or entity receiving payment for the service,
 - Cost of the service, and
 - Date of the service.
- Premium statements from a medical benefit plan, a dental benefit plan, or a long term care plan (if such premiums are permitted as a health care expense in the section of this Summary Plan Description entitled "**Eligible Health Care Expenses**").

Your claim will not be accepted if the required information is not provided. You can use the "Retiree Reimbursement Account Reimbursement" form to ensure that your claim submission contains all of the required information. Copies of the form are available from Member Services or on OptumHealth's website.

Claim mailing address is:

OptumHealth
450 Columbus Boulevard
Hartford, CT 06115

Reimbursement

Requests for reimbursement of health care expenses incurred during a calendar year must be made in writing no later than 90 days following the end of that calendar year. OptumHealth processes VBRA claims as they are received, and issues VBRA reimbursement at least monthly once a minimum reimbursement of \$50.00 is processed.

You can be reimbursed through the VBRA for qualifying health care expenses up to the amount of funds in your Account. A qualifying health care expense does not include a medical expense incurred before the date the VBRA was in existence or before the date you became eligible to participate in the VBRA.

You will receive an Explanation of Payment (EOP), which reflects the status of your Account, each time you submit a request for reimbursement (for example, the amount of the claim, how much of it is eligible for reimbursement, what's been paid to date from the VBRA, any amounts still payable, and any balance remaining in your Account).

If any balance is left in your Account at the end of a period of coverage (generally, the calendar year), the remaining balance will be rolled forward to the following year.

How to Appeal a Denied Claim

If your claim is entirely or partially denied, the reason(s) for the denial will appear on the Explanation of Payment (EOP) you receive from OptumHealth, along with other information that ERISA requires to be provided. Notification of a claim denial will be given not later than 30 days after the claim is received, subject to one 15 day extension if the Plan Administrator (i) determines that the extension is necessary due to circumstances beyond the Plan Administrator's control, and (ii) notifies you of the extension prior to the end of the initial 30 day response period.

Please note: If OptumHealth does not process your VBRA claim because information is missing from your claim submission, OptumHealth will notify you in writing of the specific information needed to complete processing, and you will be given at least 45 days from receipt of that notice to provide the specified information. This is not considered a denied claim.

If you think your claim has been wrongfully denied, you have 180 days after receiving the written denial to request a review. Your request for a review, called an appeal, must be submitted to OptumHealth in writing. Be sure to explain why you think you are entitled to reimbursement, and attach any documentation that will support your claim. The plan

administrator must respond to your written request for a review within 60 days of receiving it, explaining the reasons for their decision in clear, understandable language.

You can also follow this procedure if you do not receive *any* response to your claim within 30 days after you've initially filed it with OptumHealth.

PLAN INFORMATION

Your ERISA Rights: VBRA

The Employee Retirement Income Security Act of 1974, known as ERISA, provides rights as a participant in the VBRA. ERISA provides that all VBRA participants shall be entitled to:

Receive Information about Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the VBRA, including insurance contracts and a copy of the latest annual report (Form 5500 Series) that is filed by the VBRA with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the VBRA, including insurance contracts and the latest annual report (Form 5500 Series), and an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the VBRA's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Receive a copy of the procedures used by the VBRA for determining a qualified domestic relations order (QDRO) or a qualified medical child support order (QMCSO).

Prudent Action by VBRA Fiduciaries

In addition to creating rights for VBRA Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the VBRA, called "fiduciaries" of the VBRA, have a duty to do so prudently and in the interest of you and other VBRA participants and beneficiaries.

No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the VBRA and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the

materials and pay up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the VBRA's decision or lack thereof concerning the status of a domestic relations order or a medical child support order, you may file suit in a federal court.

If it should happen that VBRA fiduciaries misuse the VBRA's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the VBRA, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, or if you need assistance with obtaining documents from the Plan Administrator, you should contact:

- The nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or
- Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

General Information about the Program

The following information is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA). Your Plan Administrator has determined that this information is the Summary Plan Description required by ERISA. VBRA benefits are provided only if provided for in the official VBRA document. If there are any differences between the Summary Plan Description and the official VBRA document, the VBRA document will govern.

Employer/Plan Sponsor	Remy International, Inc. 300 Corporation Drive Pendleton, IN 46064
Employer Identification Number	35-1909253
Plan Name	Voluntary Bridge Reimbursement Account
Plan Number	511
Plan Type	Unfunded medical plan
Plan Year	Calendar
Plan Administrator	Remy International, Inc. 300 Corporation Drive Pendleton, IN 46064
Type of Administration	Third-party administration
Source of Contributions to the VBRA	General assets of Remy International, Inc.
Agent for Service of Legal Process	Remy International, Inc. Attention: General Counsel 300 Corporation Drive Pendleton, IN 46064