

|  |                   |  |  |                     |               |          |
|--|-------------------|--|--|---------------------|---------------|----------|
| Lender Name                            |                   | Address                                  |  | City                | State         | ZIP Code |
| Lender No.                             |                   | Financing Contract Date (Month/Day/Year) |  | Lender Phone Number |               |          |
| Last Name of Customer/Borrower         |                   | First Name                               |  | Phone Number        |               |          |
| Street Address                         |                   | City                                     | State  | ZIP Code            |               |          |
| Vehicle Purchase Date (Month/Day/Year) |                   | Vehicle Identification Number (VIN)      |  |                     |               |          |
| Year                                   | Make              |  | Model  |                     |               |          |
| Term of Financing Contract (Mos)*      | Amount Financed** |  | MSRP/NADA  |                     |               |          |
| <b>CHARGE TO CUSTOMER/BORROWER:</b>    |                   |  |  |                     | Interest Rate |          |
| <b>*Maximum Term of GAP 84 Months</b>  |                   |  | <b>**Finance Benefit Limit 150% of MSRP/NADA</b> |                     |               |          |

This Guaranteed Asset Protection (GAP) Addendum (Addendum) amends Your **Financing Contract**. This Addendum is between the **Customer/Borrower** (I, You, Your) and the **Lender** (We, Us, Our), or if assigned with the assignee.

You have voluntarily elected to purchase this Addendum which amends Your **Financing Contract**. **This Addendum is not considered insurance and does not take the place of insurance on the Covered Vehicle.** You are responsible for insurance required by the **Financing Contract** or applicable state law. You are responsible for handling all notifications or insurance claims that are required to be filed with Your **Primary Carrier**.

In the event of a **Constructive Total Loss** to the **Covered Vehicle**, the **GAP Amount** will be **Waived** pursuant to all of the terms and conditions of this Addendum. You will remain responsible for payment of any items not included in the **GAP Amount**.

**ASSIGNMENT:** This Addendum will remain a part of the **Financing Contract** if the **Financing Contract** or lease is assigned, sold or transferred by the **Lender**.

**REPORT YOUR CONSTRUCTIVE TOTAL LOSS TO THE GAP ADMINISTRATOR:**

American Auto Guardian, LLC  
 P.O. Box 1157 • Arlington Heights, IL 60006-1157  
 (888) 919-3761 (Claims) • (888) 919-3629 (Other Questions)

**All Benefit requests must be submitted and required documentation provided to the GAP Administrator within ninety (90) days of settlement from an insurance carrier; or if no insurance coverage is in effect on the Date of Loss within ninety (90) days of the accident, theft or discovery of loss. No GAP Amount will be Waived if the Benefit request is not submitted and required documentation provided within these stated time periods. BENEFIT REQUEST PROCEDURES:** In the event of a **Constructive Total Loss**, You must provide a copy of all the following, if applicable, to the **GAP Administrator** shown above. 1. Vehicle valuation statement; 2. Estimate of damage; 3. Insurance settlement check; 4. Automobile insurance policy declaration page; 5. Original **Financing Contract** including this Addendum; 6. Payoff from the **Lender** as of the **Date of Loss**; 7. Loan history; 8. Accident/police report; 9. Fire report (if applicable); and/or 10. Any additional reasonable documentation requested by the **Lender** or the **GAP Administrator** to include, but not limited to, a sworn proof of loss, and/or examination under oath.

YOU MAY PURCHASE THIS ADDENDUM ONLY AT THE TIME THE FINANCING CONTRACT IS ORIGINALLY EXECUTED. BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCEPTANCE OF THIS GAP ADDENDUM IS VOLUNTARY AND IS NOT REQUIRED IN ORDER FOR YOU TO OBTAIN CREDIT, DOES NOT IMPACT YOUR ABILITY TO OBTAIN ANY PARTICULAR OR MORE FAVORABLE CREDIT TERMS, AND HAS NO EFFECT ON THE TERMS OF THE RELATED SALE OF THIS COVERED VEHICLE. The GAP Amount may decrease over the term of Your Financing Contract and may not extend for the full term of Your Financing Contract. You may wish to consult an alternative source to determine whether similar Benefits may be obtained and at what cost. You acknowledge that this Addendum supersedes any other representations made. If You purchase this Addendum from this Lender, You understand that the Lender may retain all or a portion of the charge paid by You. This Addendum includes a binding arbitration clause. You acknowledge that You have read and understand the entire Addendum and its terms and conditions which may reduce or prevent You from receiving all or part of the Benefits due under this Addendum and that You request coverage.

\_\_\_\_\_  
 Customer/Borrower's Signature

\_\_\_\_\_  
 Date (must be executed on **FINANCE CONTRACT** date)

**TERMINATION OF ADDENDUM** This Addendum will terminate on the date Your **Financing Contract** is scheduled to end and no refund will be due. The Addendum will also terminate for the following reasons: 1. Payment in full of the **Financing Contract**; 2. Expiration of any redemption period following the repossession or surrender of the **Covered Vehicle**; 3. In the event of a **Constructive Total Loss** or theft of the **Covered Vehicle**; or 4. The date the **Financing Contract** is refinanced; and in these events a refund may be due if no benefits have been provided. You must request a refund, in writing, except where prohibited by law, from the **GAP Administrator** for any terminating event.

#### **TERMS AND CONDITIONS**

**YOUR RIGHT TO CANCEL** You have the unconditional right to cancel this optional Addendum for a refund/credit of the unearned portion of the charge for this Addendum at any time. If any cancellation occurs within thirty (30) days of the Addendum purchase You will receive a full refund/credit of the Addendum cost, so long as no benefits have been provided. If You cancel this Addendum after thirty (30) days from the Addendum purchase date, a refund/credit of the Addendum cost will be calculated by the pro rata method, or by the refund method as may be required by state or federal law. All refund amounts will be returned to the Lender, unless proof of total payoff of the Financing Contract is provided by You. If You choose to cancel this Addendum, You must request a refund/credit, from the GAP Administrator, in writing, at the address shown on the front page. If You do not receive the refund/credit within sixty (60) days of notice of cancellation/termination, contact the GAP Administrator listed on the front page to assist You in obtaining any refund due. However, in the event of a Constructive Total Loss and a benefit has been provided, the Addendum will be deemed as fully earned and no refund will be due.

#### **DEFINITIONS**

■ **Actual Cash Value (ACV):** The retail value of the **Covered Vehicle**, on the **Date of Loss**, as listed in a national or regional guide, such as National Automobile Dealers Association (NADA) or, at the **GAP Administrator's** discretion, the **GAP Administrator** may use an equivalent national or regional guide for the **Territory** in which the **Covered Vehicle** is principally garaged. For a **Covered Vehicle** which has no retail value available, or is located in territories where NADA or an equivalent national or regional guide is not customarily used, **ACV** will be determined using the best information available to the **GAP Administrator**, which accurately reflects the retail value of the Covered Vehicle and is customarily used as the basis for establishing **ACV** for **Covered Vehicle** in the territory of the **Covered Vehicle** location.

■ **Benefit:** The amount which the **Lender** is obligated to **Waive** under the definition of **GAP Amount** and pursuant to all of the terms and conditions of this Addendum.

■ **Constructive Total Loss:** A direct and accidental loss of or damage to **Covered Vehicle**, which meets one of these criteria: 1. the total cost to repair the **Covered Vehicle** is greater than or equal to the **ACV** of the **Covered Vehicle** immediately prior to the **Date of Loss**; or 2. the **Covered Vehicle** is stolen and is not recovered within thirty (30) days from the date a police report was filed, and an insurance carrier declares the **Covered Vehicle** a **Constructive Total Loss**. In the case there is no primary insurance coverage, the **Covered Vehicle** must be available for the **GAP Administrator's** inspection or appraisal to determine if the **Covered Vehicle** is a **Constructive Total Loss**. You will not be held responsible for any inspection cost. If the **Covered Vehicle** is not available for inspection or appraisal the **GAP Amount** will not be **Waived** except when the **Constructive Total Loss** is due to unrecovered theft and a police report has been filed. In the event of a theft where the **Covered Vehicle** is recovered and returned to the **Customer/Borrower** after thirty (30) days, any **GAP Amount** that has been **Waived** shall be returned to the **Lender**.

■ **Covered Vehicle:** Any four-wheel private passenger automobile, van, or light truck, as described in the **Financing Contract**, utilized for personal purposes and which is not otherwise excluded from coverage within this Addendum.

■ **Customer/Borrower:** The person(s) named in the **Financing Contract** receiving a **Financing Contract** from the **Lender**.

■ **Date of Loss:** The date on which the **Covered Vehicle** is stolen or incurs physical damage that is severe enough to constitute a **Constructive Total Loss**.

■ **Delinquent Payment:** Any payment which is paid after the due date stated in the **Financing Contract**. The **Delinquent Payment** will be determined as of and limited to amounts past due on the **Date of Loss**.

■ **Finance Benefit Limit:** The Manufacturer's Suggested Retail Price (MSRP) for new vehicles or the NADA retail value for used vehicles multiplied by the **Finance Benefit Limit** percentage as stated in this Addendum.

■ **Financing Contract:** Means the financing agreement between the **Borrower** and the **Lender** for the purchase or lease of the **Covered Vehicle**.

■ **GAP Administrator:** The entity designated by the **Lender** to perform administrative services for this Addendum.

■ **GAP Amount:** The **GAP Amount** is the difference between the **Net Payoff** on the **Date of Loss** and the **Primary Carrier** settlement but not to exceed \$50,000. The **GAP Amount** includes the amount of Your physical damage deductible on the **Primary Carrier's** policy up to \$1,000. In the event there is no **Primary Carrier** coverage in effect on the **Date of Loss**, or the **Primary Carrier** denies coverage or is declared insolvent, or if the **Primary Carrier** policy limits are less than the **Actual Cash Value** of the **Covered Vehicle**, the **Lender** will only **Waive** the difference between the **Net Payoff** as of the **Date of Loss** and the **Actual Cash Value**.

■ **Lender:** Entity that originates the **Financing Contract**.

■ **Net Payoff:** The amount, as of the **Date of Loss**, as represented by the portion of the **Customer/Borrower's** unpaid balance according to the original payment schedule of the **Financing Contract** that is secured by collateral pursuant to all of the terms and conditions of this Addendum.

- The amount does not include any unearned finance charges; lease or **Financing Contract** charges; late charges; any **Delinquent Payments**; deferred payments; uncollected service charges; refundable prepaid taxes and fees; disposition fees; termination fees; penalty fees; the recoverable portion of financed insurance charges; or the recoverable portion of financed amounts for unearned insurance premiums or refundable charges (including, but not limited to credit life, and vehicle service contracts/warranties charges) that are owed by the **Customer/Borrower** on the **Date of Loss**; and amounts that are added to the **Financing Contract** balance after the inception date of the **Financing Contract**.
- On a **Financing Contract** that does not have **Uniform Monthly Payment** terms for the full period of the **Financing Contract**, the **Net Payoff** amount will be determined as if all payments were distributed evenly on a monthly basis, over the full term of the **Financing Contract**, and using the original amount financed, interest rate and monthly payment.
- In the event the amount financed exceeds the **Finance Benefit Limit** at inception date of the Addendum, the **Net Payoff** will be reduced by the percentage the original amount financed exceeds the **Finance Benefit Limit**.
- If the **Financing Contract** exceeds the Maximum Term of GAP, the **Net Payoff** will be calculated using the Maximum Term of GAP.

■ **Primary Carrier:** The insurance company that is selected by the **Customer/Borrower** to provide physical damage coverage on the **Covered Vehicle**; or provides liability coverage to any individual who has caused Your vehicle to incur a **Constructive Total Loss**. For the purposes of this Addendum, insurance that is forced placed, after the **Date of Loss**, is not considered a **Primary Carrier**.

■ **Settlement Date:** The date the insurance carrier issues payment for the **Customer/Borrower's Covered Vehicle** for the **Constructive Total Loss**.

■ **Uniform Monthly Payment:** Installment payments that are equal in amount, except first and final payment, and are due at equal monthly intervals.

■ **Waive:** The cancelling of a debt due on **Customer/Borrower's Financing Contract** pursuant to all of the terms and conditions of this Addendum.

## **EXCLUSIONS**

### **A) Benefits shall not be provided upon the occurrence of a Constructive Total Loss:**

1. when a date of loss is prior to the date of the Addendum.
2. for any amounts deducted from the insurance carrier's settlement due to wear and tear, prior damage, unpaid insurance premiums, salvage, towing and storage and other condition adjustments.
3. to a vehicle used for commercial purposes including but not limited to transportation of persons or property for hire, compensation, profit, or in the furtherance of a commercial enterprise which includes but is not limited to one or more of the following: 1. a business name is permanently displayed on the vehicle; 2. vehicle is declared or deducted on federal income tax as a business vehicle; and 3. the primary insurance for the vehicle is a Business Auto Policy or Commercial Vehicle Policy. Share-the-expense car pools are not considered a commercial purpose.
4. when a **Constructive Total Loss** occurs during or after confiscation of **Covered Vehicle** by a government body or public official.
5. when a **Constructive Total Loss** is caused by theft, where an accident/police report has not been filed.
6. when a **Constructive Total Loss** is a result of being operated, used, or maintained in any race, speed contest, or other contest.
7. when a **Constructive Total Loss** occurs during or after the **Covered Vehicle** has been repossessed by a **Lender** or placed in the **Lender's** or its employee's or agent's possession.
8. when a **Constructive Total Loss** results directly or indirectly from any fraudulent, deceptive, illegal, intentional or criminal act by You, whether acting alone or in collusion with others.
9. when a **Constructive Total Loss** results from intentional, grossly negligent, or criminal acts of a **Customer/Borrower** or their permissive user, including but not limited to DUI/DWI, or while seeking to elude lawful apprehension or arrest by a law enforcement official. No **GAP Amount** will be **Waived** until the charge has been dismissed or adjudicated not guilty.
10. when a **Constructive Total Loss** occurs prior to a final **Finance Contract** approval.
11. unless a **Constructive Total Loss** occurs within: 1. the United States of America, its territories or possessions; 2. Canada; or 3. being transported between any of the previously stated.

### **B) Benefits shall not be provided for the following items:**

1. when the **Customer/Borrower** purchased coverage after the effective date of the **Financing Contract**.
2. any vehicle in excess of 12,500 lbs GVWR, RV's, boats, ATV's, snowmobiles, motorcycles, and trailers.
3. for any vehicle with a salvage or rebuilt title as of the effective date of the **Finance Contract** or for which title has been changed or re-issued as salvage or rebuilt prior to the **Date of Loss**.
4. to special carpeting, furniture, bars, audio, video, or data equipment, cooking and sleeping facilities, customized paint, or any equipment installed to overcome a physical handicap, trailers, special commercial usage optional equipment, accessories and body components. This exclusion does not include: factory approved conversion packages and dealer installed options usually included in used car value guidebooks or attributable to standard or optional equipment available from the manufacturer of the **Covered Vehicle**.
5. a vehicle with a Manufacturer's Suggested Retail Price (MSRP) or NADA retail value of more than \$100,000, or if the Amount Financed exceeds \$100,000.
6. a vehicle classified as a lemon and has not been corrected.
7. a **Financing Contract** that requires the first payment to be made more than one hundred twenty (120) days from the date of the **Financing Contract**.

## **ARBITRATION**

### **READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.**

1. Any and all claims, disputes, or controversies of any nature whatsoever arising out of, relating to, or in connection with (1) this **Addendum** and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this provision or of the entire **Addendum**, shall be subject to final and binding arbitration.
2. To begin arbitration, either you or we must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, or by visiting [www.adr.org](http://www.adr.org). Unless you and we otherwise agree, the arbitration will take place in the county and state where you live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern, and no state, local or other arbitration law will apply.
3. You agree and understand that this arbitration provision means that you give up your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider your claims. Claims by, or on behalf of, other individuals, including class actions, will not be arbitrated in any proceeding that is considering your claims. Please refer to the special state disclosures section of this Contract for any added requirements in your state. In the event this arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, YOU AND WE SPECIFICALLY AGREE TO WAIVE AND FOREVER GIVE UP THE RIGHT TO A TRIAL BY JURY. Instead, in the event any litigation arises between you and us, any such lawsuit will be tried before a judge, and a jury will not be impaneled.

**FRAUD AND MISREPRESENTATION** This Addendum is issued in reliance upon the truth of all representations made by You. A **GAP Amount** will not be **Waived** as to any **Financing Contract** where **You**: 1. Intentionally concealed or misrepresented any material fact; 2. Engaged in fraudulent conduct; or 3. Made a false statement relating to submitting a **Benefit** request.

If **You** have concealed or misrepresented any material fact(s) concerning this coverage, or in case of fraud, attempted fraud, or the false swearing by affecting any matter relating to this coverage, whether before or after the **Benefit** request, this Addendum may be voided, and all charges will be returned.

## **STATE PROVISIONS**

■ **Nebraska, Rhode Island, and Washington:** After the free look period, in order to receive any refund due in the event of Your cancellation of this GAP Addendum or the early termination of the **Financing Contract**, You must provide a written request to cancel to the **Lender**, within 90 days of the occurrence of the event terminating the **Financing Contract**.

■ **Alabama:** The **TERMINATION OF ADDENDUM** section is deleted in its entirety and replaced with the following: **TERMINATION OF ADDENDUM** This Addendum will terminate on the date Your **Financing Contract** is scheduled to end and no refund will be due. The Addendum will also terminate for the following reasons: 1. Payment in full of the **Financing Contract**; 2. Expiration of any redemption period following the repossession or surrender of the **Covered Vehicle**; 3. In the event of a **Constructive Total Loss** or theft of the **Covered Vehicle**; or 4. The date the **Financing Contract** is refinanced; and in these events a refund may be due if no benefits have been provided. You must request a refund, in writing, from the **GAP Administrator** for any terminating event, except termination of the **Financing Contract**, within ninety (90) days of the occurrence of such event. If the Addendum is terminated as a result of the termination of the **Financing Contract**, a written request for a refund will not be required and **You** will be provided a refund, if applicable, within sixty (60) days of the date of termination. The cost of the GAP Addendum is not regulated, and You should determine whether the cost of the GAP Addendum is reasonable in relation to the protection

afforded by the GAP Addendum.

■ **Arkansas:** If You are cancelling this GAP Addendum due to the early termination of the **Financing Contract**, You must provide a written request to cancel to the **GAP Administrator** within 90 days of the occurrence of the event terminating the **Finance Contract**. The cost of the GAP Addendum is not regulated and You should determine whether the cost of the GAP Addendum is reasonable in relation to the protection afforded by the GAP Addendum.

■ **Georgia:** After the free look period, in order to receive any refund due in the event of Your cancellation of this GAP Addendum or the early termination of the **Financing Contract**, You must provide a written request to cancel to the **GAP Administrator** within 90 days after Your decision to cancel this GAP Addendum or the occurrence of the event terminating the **Financing Contract**.

■ **Illinois:** Exclusion A9 is amended as follows: "DUI/DWI, or" is deleted.

■ **Indiana:** The sale of the GAP Addendum is not permitted if the amount financed, less the cost of the GAP Addendum, less the cost of credit insurance, and less the cost of warranties is less than 80% of MSRP for a new vehicle or 80% of the NADA average retail value for a used vehicle. You may be able to obtain similar coverage from Your primary insurance carrier.

■ **Kansas:** This GAP Addendum may not cancel or waive the entire outstanding balance of the **Financing Contract** at the time of loss. Contact the **GAP Administrator** to report Your **claim**: American Auto Guardian, LLC P.O. Box 1157 Arlington Heights, IL 60006-1157, (888) 919-3761. The ASSIGNMENT section is deleted and replaced with the following: ASSIGNMENT: This Addendum will remain a part of the **Financing Contract** with no subrogation rights against the **Customer/Borrower**, if the **Financing Contract** or lease is assigned, sold or transferred by the **Dealer/Creditor**. The EXCLUSIONS SECTION is amended as follows: 1.) Exclusion A8 is deleted. 2.) Exclusion A9 is deleted and replaced with the following: A9. when a **Constructive Total Loss** results from intentional, grossly negligent, or criminal acts of a **Customer/Borrower** or their permissive user while seeking to elude lawful apprehension or arrest by a law enforcement official.

**DEFINITIONS** section is amended to delete the definition of **Actual Cash Value (ACV)** in its entirety and replace it with the following: **Actual Cash Value (ACV):** The retail value of the **Covered Vehicle** immediately prior to the **Date of Loss**, as established by the **Primary Carrier** insurance. If there is no **Primary Carrier** insurance coverage the **ACV** will be determined to be the retail value of the **Covered Vehicle** immediately prior to the **Date of Loss**, as listed in a national or regional guide, such as National Automobile Dealers Association (NADA) or, at the **GAP Administrator's** discretion, the **GAP Administrator** may use an equivalent national or regional guide for the **Territory** in which the **Covered Vehicle** is principally garaged. For a **Covered Vehicle** which has no retail value available, or is located in territories where NADA or an equivalent national or regional guide is not customarily used, **ACV** will be determined using the best information available to the **GAP Administrator**, which accurately reflects the retail value of the **Covered Vehicle** and is customarily used as the basis for establishing **ACV** for **Covered Vehicle** in the territory of the **Covered Vehicle** location.

If You have questions or **complaints** regarding this Addendum You may contact the Office of the State Bank Commissioner, 700 S.W. Jackson, Suite 300, Topeka, KS 66603, <http://www.osbckansas.org/>.

■ **Louisiana:** The extender of credit hereby agrees by acceptance of this GAP Addendum as an amendment to the **Financing Contract** upon assignment to waive your liability for the difference between the unpaid net balance (excluding past due amounts, payment extensions, insurance, or other charges, as described in the GAP Addendum) under your **Financing Contract** and the **ACV** of the **Covered Vehicle** as of the date of the **Constructive Total Loss** of the **Covered Vehicle**. Exclusion A2 is amended as follows: "wear and tear" is deleted.

■ **Michigan:** The **YOUR RIGHT TO CANCEL** section is deleted and replaced with the following: You have the unconditional right to cancel this optional Addendum for a refund/credit of the unearned portion of the charge for this Addendum at any time. If any cancellation occurs within thirty (30) days of the Addendum purchase You will receive a full refund/credit of the Addendum cost, so long as no benefits have been provided. If You cancel within thirty (30) days of the Addendum purchase and benefits have been provided, you will receive a refund/credit of the Addendum cost calculated by the pro rata method. If You cancel this Addendum after thirty (30) days from the Addendum purchase date, a refund/credit of the Addendum cost will be calculated by the pro rata method. All refund amounts will be returned to the Lender, unless proof of total payoff of the **Financing Contract** is provided by You. If You choose to cancel this Addendum, You must request a refund/credit, from the **GAP Administrator**, in writing, at the address shown on the front page. If You do not receive the refund/credit within sixty (60) days of notice of cancellation/termination, contact the **GAP Administrator** listed on the front page to assist You in obtaining any refund due. However, in the event of a **Constructive Total Loss** and a benefit has been provided after the first thirty (30) days, the Addendum will be deemed as fully earned and no refund will be due.

After the free look period, in order to receive any refund due for the cancellation of this GAP Waiver, or the early termination of the **Financing Contract**, You must provide a written request for a refund to the **GAP Administrator** within 90 days after the cancellation of this GAP Waiver or the occurrence of the event terminating the **Financing Contract**.

■ **Minnesota:** **THE GUARANTEED ASSET PROTECTION (GAP) ADDENDUM IS OPTIONAL. YOU DO NOT HAVE TO PURCHASE THIS PRODUCT IN ORDER TO BUY OR LEASE THIS MOTOR VEHICLE. YOU ALSO HAVE A LIMITED RIGHT TO CANCEL.**

If You make a request for refund/credit because of early termination of Your **Financing Contract**, You must provide your request to the **GAP Administrator** within ninety (90) days of the occurrence of the event terminating the **Financing Contract**.

■ **Mississippi:** In order to receive any refund due in the event of your cancellation of this GAP Addendum or the early termination of the **Financing Contract** after the first thirty days, You must provide a written request to cancel to the **GAP Administrator**. If You are cancelling this GAP Addendum due to the early termination of the **Financing Contract**, You must provide a written request to the **GAP Administrator** within 90 days of the occurrence of the event terminating the **Financing Contract**.

■ **Montana:** In order to receive any refund due in the event of Your cancellation of this GAP Addendum or the early termination of the **Financing Contract**, You must provide a written request to cancel to the **GAP Administrator**. If You are cancelling this GAP Addendum due to the early termination of the **Financing Contract**, You must provide a written request to the **GAP Administrator** within 90 days of the occurrence of the event terminating the **Finance Contract**.

■ **Nebraska:** This Addendum is not insurance and is not regulated by the Department of Insurance. This GAP Addendum remains a part of the **Financing Contract** upon the assignment, sale, or transfer of the **Financing Contract**.

■ **New Jersey: DEFINITIONS** section is amended to delete the definition of **Actual Cash Value (ACV)** in its entirety and replace it with the following: **Actual Cash Value (ACV):** The retail value of the **Covered Vehicle** immediately prior to the **Date of Loss** as established by the **Primary Carrier** insurance. If there is no **Primary Carrier** insurance coverage the **ACV** will be determined to be the retail value of the **Covered Vehicle**, immediately prior to the **Date of Loss**, as listed in a national or regional guide, such as National Automobile Dealers Association (NADA) or, at the **GAP Administrator's** discretion, the **GAP Administrator** may use an equivalent national or regional guide for the territory in which the **Covered Vehicle** is principally garaged. For a **Covered Vehicle** which has no retail value available or is located in territories where NADA or an equivalent national or regional guide is not customarily used, **ACV** will be determined using the best information available to the **GAP Administrator**, which accurately reflects the retail value of the **Covered Vehicle** and is customarily used as the basis for establishing **ACV** for **Covered Vehicle** in the territory of the **Covered Vehicle** location.

The **TERMINATION OF ADDENDUM** is amended by deleting and replacing the last sentence with the following:

The **Lender/Financial Institution** shall provide or cause the **GAP Administrator** to provide any refund due to termination of the **Financing Contract** within sixty (60) days of the event terminating the **Financing Contract**, without requiring You to request the refund.

The **YOUR RIGHT TO CANCEL** section is deleted and replaced with the following:

**YOUR RIGHT TO CANCEL:** You have the unconditional right to cancel this optional GAP Addendum for a refund/credit of the unearned portion of the charge for this GAP Addendum at any time. If any cancellation occurs within thirty (30) days of the GAP Addendum purchase and no benefits have been provided, You will receive a full refund/credit of the Addendum cost. If cancellation occurs within the first thirty (30) days and benefits have been provided, or if cancellation occurs after the first thirty (30) days, a refund/credit of the GAP Addendum cost will be calculated by the pro rata method.

All refund amounts will be returned to the Lender, unless proof of total payoff of the Financing Contract is provided by You. Any refund due will be provided within sixty (60) days of the event terminating the Financing Contract or within sixty (60) days of the receipt of Your cancellation of the GAP Addendum.

■ **New Hampshire:** The initial Financial Institution may assign this GAP Addendum with the Financing Contract to a sales finance company or other assignee. If You want to cancel this Gap Addendum due to the early termination of the Financing Contract, You must send Your written request to cancel to the GAP Administrator within 90 days of the occurrence of the event terminating the Financing Contract, but no refund shall be paid or credited if benefits have been provided.

■ **Nevada: GAP ADDENDUM IS NOT INSURANCE: This Addendum is not a policy of liability or casualty insurance and does not satisfy the requirement to maintain liability insurance pursuant to NRS 485.185. Failure to make a timely payment under the terms of the Financing Contract may void this Addendum.** If this GAP Addendum is cancelled because the Financing Contract is terminated, You must provide the request within ninety (90) days after the termination of the Financing Contract. The Lender may apply any refund owed to you because of the cancellation of this GAP Waiver, including, without limitation, cancellation during the free-look period (first 30 days after GAP Waiver purchase) or cancellation caused by a default on the Financing Contract or the repossession of the Covered Vehicle, to any amount still owed to the Lender under the Financing Contract.

■ **North Carolina** To cancel this GAP Addendum because the underlying Financing Contract was terminated, you must provide a written request to the Dealer within 90 days of the event terminating the Financing Contract.

■ **Oregon:** The definition for Actual Cash Value (ACV) is deleted and replaced with the following: **Actual Cash Value (ACV):** The retail value of the Covered Vehicle, immediately prior to the Date of Loss, as listed in a national or regional guide, such as National Automobile Dealers Association (NADA) or, at the GAP Administrator's discretion, the GAP Administrator may use an equivalent national or regional guide for the territory in which the Covered Vehicle is principally garaged. For a Covered Vehicle which has no retail value available or is located in territories where NADA or an equivalent national or regional guide is not customarily used, ACV will be determined using the best information available to the GAP Administrator, which accurately reflects the retail value of the Covered Vehicle and is customarily used as the basis for establishing ACV for Covered Vehicle in the territory of the Covered Vehicle location.

You must request a refund, in writing, except where prohibited by law, from the GAP Administrator for any terminating event within ninety (90) days of the occurrence of such event.

■ **South Carolina: THIS GAP ADDENDUM IS NOT REQUIRED TO OBTAIN CREDIT, NOR OBTAIN CERTAIN TERMS OF CREDIT OR TO PURCHASE THE COVERED VEHICLE. THIS GAP ADDENDUM WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST OF THE ADDENDUM.**

**TERMINATION OF ADDENDUM** This Addendum will terminate on the date Your Financing Contract is scheduled to end and no refund will be due. The Addendum will also terminate for the following reasons: 1. Payment in full of the Financing Contract; 2. Expiration of any redemption period following the repossession or surrender of the Covered Vehicle; 3. In the event of a Constructive Total Loss or theft of the Covered Vehicle; or 4. The date the Financing Contract is refinanced; and in these events a refund may be due if no benefits have been provided. You must request a refund, in writing from the GAP Administrator for any terminating event within ninety (90) days of the occurrence of such event.

■ **Tennessee:** The cost of this Addendum is not regulated, and You have the responsibility to determine whether the cost of this Addendum is reasonable in relation to the protection afforded by this Addendum.

After the free look period, in order to receive any refund due for the cancellation of this GAP Addendum, or the early termination of the Financing Contract, You must provide a written request for a refund to the GAP Administrator within 90 days after the cancellation of this GAP Addendum or the occurrence of the event terminating the Financing Contract.

■ **Utah:** This Addendum is subject to limited regulation by the Utah Insurance Commissioner and a complaint regarding this Addendum may be submitted to the Commissioner at the Utah Department of Insurance. After the first 30 days, in order to receive any refund due for the termination of the Financing Contract, You must provide a written request for a refund to the GAP Administrator within 90 days of the day on which an event occurs that terminated the finance agreement.

■ **Virginia:** In the event of cancellation as a result of early termination of the Financing Contract, You must provide a written request to cancel to the dealer within ninety days of the occurrence of the event terminating the Financing Contract.

■ **Washington:** 1. Any refund of the purchase price for an Addendum that was included in the financing of the Covered Vehicle or vessel may be applied by the Lender/Financial Institution as a reduction of the overall amount owed under the Financing Contract, rather than applying the refund strictly to the GAP charge for this Addendum. 2. The Guaranteed Asset Protection Addendum is not credit insurance, nor does it eliminate the Customer/Borrower's obligation to insure the Covered Vehicle as provided by laws of this state. Purchasing a GAP Addendum does not eliminate the Customer/Borrower's rights and obligations under the vendor single-interest and collateral protection coverage laws of this state. 3 The sentence "All preliminary issues of arbitrability of any dispute will be decided by the arbitrator." is deleted from the Arbitration Provision.

■ **West Virginia:** The **TERMINATION OF ADDENDUM** section is deleted in its entirety and replaced with the following:

**TERMINATION OF ADDENDUM** This Addendum will terminate on the date Your Financing Contract is scheduled to end and no refund will be due. The Addendum will also terminate for the following reasons: 1. Payment in full of the Financing Contract; 2. Expiration of any redemption period following the repossession or surrender of the Covered Vehicle; 3. In the event of a Constructive Total Loss or theft of the Covered Vehicle; or 4. The date the Financing Contract is refinanced; and in these events a refund may be due if no benefits have been provided. You must request a refund, in writing, from the GAP Administrator for any terminating event within ninety (90) days of the occurrence of such event.

■ **Wisconsin:** 1. The Arbitration provision is amended as follows: the following four sentences are deleted: a) "In the first instance, the parties agree to attempt to resolve any dispute through informal negotiation." b) "The parties agree to contact each other about a dispute before initiating any legal action." c) "All preliminary issues of arbitration will be decided by the arbitrator." and d) "The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages." 2. Class Action or any other collective or representative claims are not prohibited under this provision. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision will remain valid to the extent not prohibited by the Wisconsin Consumer Act. 3. The second sentence in YOUR RIGHT TO CANCEL is deleted and replaced with: If any cancellation occurs within thirty (30) days of the Addendum purchase date, You will receive a full refund/credit of the Addendum cost, so long as no benefits have been paid or will be paid. A cancellation refund within the first 30 days will also include the amount of the applicable finance charge. Upon any termination, the creditor shall make an appropriate refund/credit of the GAP Waiver charge or shall cause to be made an appropriate refund/credit by instructing in writing the appropriate party to make such refund/credit. 4. **TERMINATION OF ADDENDUM SECTION** is amended as follows. The last sentence, "You must request a refund, in writing, except where prohibited by law, from the GAP Administrator for any terminating event." is deleted. 5. The following sentence is deleted "You acknowledge that this Addendum supersedes any other representations made" and is replaced with "This Addendum is intended to be the complete and final statement of the terms and conditions governing the relationship between You and the Lender."

■ **Wyoming:** If we are notified by You or the Creditor, the GAP refund due will be provided within sixty (60) days of the event terminating the Financing Contract under which the GAP Addendum was purchased or within sixty (60) days of the receipt of Your cancellation request of the GAP Addendum