



# GUARANTEED ASSET PROTECTION ADDENDUM

ADDENDUM NO.

## DECLARATION

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		Interest Rate		

### CHARGE TO CUSTOMER/BORROWER:

\*Maximum Term of GAP 84 Months

MSRP/NADA

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 is not a substitute for collision or property damage 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** 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 or 90 days from the date the creditor notifies You of a deficiency balance, whichever is later. 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 insurance agent or 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. 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.

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, so long as no loss or event covered by this Addendum has occurred. If any cancellation occurs within thirty (30) days of the Addendum purchase, You will receive a full refund/credit of the Addendum cost. After thirty (30) days, 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**.

■ **Financing Contract:** Means the financing agreement between the **Borrower** and the **Lender** for the purchase 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 unpaid installments, legally permitted delinquency fees, fees for the return or dishonor of checks or other instruments tendered as payment, premiums for creditor-imposed property damage insurance, and deferral fees.
- 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.
- 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. 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.
3. when a **Constructive Total Loss** occurs during or after confiscation of **Covered Vehicle** by a government body or public official.
4. when a **Constructive Total Loss** is caused by theft, where an accident/police report has not been filed.
5. when a **Constructive Total Loss** is a result of being operated, used, or maintained in any race, speed contest, or other contest.
6. 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.
7. 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.
8. 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.
9. when a **Constructive Total Loss** occurs prior to a final **Finance Contract** approval.
10. 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**.

**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.



# AMERICAN AUTO GUARDIAN, LLC GAP CANCELLATION FORM

## GAP Cancellation Terms

**CANCELLATION: YOU HAVE THE UNCONDITIONAL RIGHT TO CANCEL GAP FOR A FULL REFUND/CREDIT WITHIN THIRTY (30) DAYS AFTER IT IS PURCHASED. YOU MUST COMPLETE AND RETURN THIS FORM OR OTHER WRITTEN NOTICE OF CANCELLATION TO THE ABOVE ADDRESS POSTMARKED NO LATER THAN THIRTY (30) DAYS AFTER THE GAP WAS PURCHASED. IF YOU DO NOT RECEIVE THE REFUND/CREDIT WITHIN SIXTY (60) DAYS OF NOTICE OF CANCELLATION/TERMINATION, CONTACT THE GAP ADMINISTRATOR.**

**To cancel your GAP Addendum, complete this form and send it to:**

AMERICAN AUTO GUARDIAN, LLC  
P.O. Box 1157  
Arlington Heights, IL 60006-1157

Customer/Borrower Name: \_\_\_\_\_

Customer/Borrower Phone Number: \_\_\_\_\_

GAP Addendum #: \_\_\_\_\_

Effective Date of Cancellation: \_\_\_\_\_

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**Reason for Cancellation:** *(Please initial)*

No longer desire Benefits (before thirty (30) days)

No longer desire Benefits (after thirty (30) days)

Loan Paid in Full/Vehicle traded (Attach copy of Proof of Payoff)

Repossession

Other \_\_\_\_\_

\_\_\_\_\_  
Customer/Borrower Signature

\_\_\_\_\_  
Date

**ATTENTION DEALER, ACCORDING TO STATE REGULATIONS, YOU MUST:**

1. Retain a copy of addendum in dealer file.
2. Retain a copy of cancellation request in dealer file.
3. Forward a copy of addendum to Lender/Financial institution.
4. Forward a copy of cancellation request to Lender/Financial institution.
5. Provide customer with a copy of addendum and cancellation request.