



GAP ADDENDUM

Financing Agreement Type: Standard Loan Deferred Loan Balloon Loan Lease

The **Addendum** is entered into and between the **Customer/Borrower (You or Your)** and the **Seller/Creditor (We, Us, or Our)**, pursuant to the terms and conditions contained in this **Addendum**.

COVERED VEHICLE INFORMATION

M.S.R.P.	Original Contract Date:	Term (Months):	APR%:
Year:	Make:	Model:	Mileage:
VIN#:	Amount Financed/ Capitalized:		<input type="checkbox"/> New <input type="checkbox"/> Used

SELLER INFORMATION

Name:	Fax:	Phone:
Address:		Seller #
City:	State:	Zip:

Commercial Use Option (Surcharge Applies) ENROLLMENT CHARGE \$ _____

ASSIGNEE/LENDER/CREDITOR INFORMATION

Name:	Fax:	Phone:
Address:		Finance Agreement #
City:	State:	Zip:

CUSTOMER/BORROWER INFORMATION

Last Name:	First Name:	Middle Initial:	Phone:
Address:			
City:	State:	Zip:	

This **Addendum** amends the **Financing Contract**. In the event of a **Constructive Total Loss** of the **Collateral**, **We** hereby agree to waive **Our** rights against **You** for the amount due under a **Qualifying Loss**. **You** will remain responsible for any **Delinquent Payments**, payment extensions, or any items listed under EXCLUSIONS. This **Addendum** will follow the **Financing Contract** with no subrogation rights against the **Customer/Borrower**, if the **Financing Contract** is sold or assigned by **Us**.

Although not required to do so, **You** elect to purchase this **Addendum** for an additional charge in the amount shown above. **You** may, as an alternative to purchasing this **Addendum**, be able to purchase a similar product from a company of **Your** choice. **This GAP Program is not insurance, does not take the place of insurance on the Collateral, and does not afford collision, comprehensive, or any other form of automobile insurance coverage.** **You** are responsible for all communications with **Your Primary Carrier** including notice and claims.

ENROLLMENT IS AVAILABLE ONLY AT THE TIME THE **FINANCING CONTRACT** IS ORIGINALLY EXECUTED. BY **YOUR SIGNATURE** BELOW, **YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCEPTANCE OF THIS ADDENDUM IS VOLUNTARY AND IS NOT REQUIRED IN ORDER FOR YOU TO OBTAIN CREDIT, DOES NOT IMPACT THE CREDIT TERMS, AND HAS NO EFFECT ON THE TERMS OF THE RELATED SALE, OR LEASE, OF THE COLLATERAL.**

The coverage under this **Addendum** may decrease over the term of **Your Financing Contract**. **You** should carefully read all pages of this **Addendum** for additional information on conditions, limitations, and exclusions that could prevent **You** from receiving any amount due under a **Qualifying Loss** attributed to a **Constructive Total Loss**.

This **Addendum** is not available in NY or TX.

By **Your** signature below, **You** acknowledge: 1) **You** have read and understand this **Addendum**; 2) no other verbal representations have been made to **You** that differ from these written provisions; 3) this **Addendum** is not an insurance policy or part of an insurance policy; and 4) **You** authorize release of the **Financing Contract** or any other information required for processing this **Addendum** or processing of a loss.

Customer/Borrower Signature Date Seller/Creditor Date

Co-Customer/Borrower Signature Date Title

PROGRAM LIMITS

Maximum AFVR (amount-financed-to-value ratio): Standard Loans: No Limit Deferred Loans, Balloon Loans, Leases: 125%	Maximum Term: 84 Months	Maximum Limit of Coverage: \$50,000	Maximum Amount Financed Limit: \$100,000
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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 the **Addendum** is terminated or cancelled by You within thirty (30) days of the **Addendum** purchase, You will receive a full refund/credit of the **Addendum** cost, provided no loss has occurred. After thirty (30) days, You will receive a refund/credit of the **Addendum** cost calculated by the Pro Rata refund method, or by the refund method as may be required by state or federal law, less a \$50.00 cancellation fee, where such cancellation fee is permitted by law. In order to receive any refund due in the event of Your cancellation of this GAP **Addendum**, or early termination of the **Financing Contract**, You, in accordance with the terms of this **Addendum**, must provide a written request to cancel to the **Seller/Lender** or Administrator within ninety (90) days after Your decision to cancel the **Addendum**, or the occurrence of the event terminating the **Financing Contract**. If the refund/credit is not received within sixty (60) days of notice of cancellation, contact the Administrator shown below. In the event of a cancellation, the **Financial Institution/Lender** will be named as payee on all refunds and sole payee on a repossession refund. Any refund due may be applied by the **Lender** as a reduction of the amount owed under the **Financing Contract**, unless You can show that the **Financing Contract** has been paid in full.

A **Constructive Total Loss** must be reported to the **Administrator** within ninety (90) days from the **Settlement Date**. No amount will be waived for any **Constructive Total Loss** reported after ninety (90) days. In the event there is no **Primary Insurance**, the **Customer/Borrower** has ninety (90) days from the **Date of Loss** to report a **Constructive Total Loss**. A **Constructive Total Loss** will cause this **Addendum** to terminate and be fully earned and not subject to any cancellation refund.

CONSTRUCTIVE TOTAL LOSS PROCEDURES: In the event of a **Constructive Total Loss**, You must notify and provide the following to the **Administrator**: 1) a copy of the **Financing Contract** and a copy of this signed **Addendum**, 2) a copy of the **Financing Contract** payment history and pay-off quote as of the **Date of Loss**, 3) a legible copy of the police report, which must include confirmation of the **Collateral** shown on this **Addendum**. If a police report is not available, and the cause of loss to **Collateral** was NOT due to theft, fire, or vandalism, a signed and notarized brief description of the loss (including confirmation of the **Collateral**) will be acceptable, 4) a copy of the settlement check, **Collateral** valuation report, total loss breakdown, and Declarations Page, issued by the **Primary Carrier** (provided **Primary Carrier** coverage is in effect on the **Date of Loss**), 5) a copy of the Bill of Sale (aka Buyer's Order, Purchase Agreement, etc.) as well as the manufacturer's invoice or window sticker (if the vehicle was purchased new), or a copy of the bookout sheet (if the vehicle was purchased used), 6) verification of any other refundable amounts, 7) any additional or reasonable documentation requested by the **Administrator**. The **Administrator** will not be able to obtain this information for You.

REPORT A CONSTRUCTIVE TOTAL LOSS TO OUR ADMINISTRATOR:

Comprehensive Auto Resources Company, P.O. Box 1268, Exton, PA 19341, (877) 902-8790, Fax: (610) 524-8504 Email: Claims@c-a-r-co.com

CONDITIONS

1. **Standard Loans** have no amount-financed-to-value ratio (AFVR) limit. However, coverage on **Deferred Loans, Balloon Loans, and Leases**, will be limited to 125% of MSRP for New Vehicles or 125% of NADA Official Used Car Guide's "Retail" value for Used Vehicles, at the inception date of the **Financing Contract**. **Financing Contracts** that exceed the maximum AFVR will not be disqualified from coverage; however, this **Addendum** will not cover any portion of the **Net Payoff** in excess of the maximum AFVR limit.
2. Concealment, Misrepresentation, and Fraud: This **Addendum** may not cover a **Constructive Total Loss** if You, the **Customer/Borrower**, intentionally conceal or misrepresent any material fact relating to this **Addendum**.
3. You are responsible for making at least the minimum payment under the terms of the **Financing Contract** for each payment due after the **Date of Loss**.
4. Should You not have collectible automobile physical damage insurance on the **Date of Loss**, it is Your responsibility to advise the **Administrator** within ninety (90) days from the **Date of Loss** and have the **Collateral** available for inspection by the **Administrator** (inspection costs are Your responsibility). The **Collateral** must be available for the **Administrator's** inspection to determine if the **Collateral** is a **Constructive Total Loss**, except in the case of unrecovered theft. The **Administrator** will calculate the **Actual Cash Value** of the **Collateral** immediately prior to the loss.
5. Coverage under this **Addendum** applies only to a **Constructive Total Loss** sustained while the **Collateral** is within the United States of America (USA), its territories or possessions, Canada, or being transported between any parts thereof.
6. The GAP term must be equal to the term of the **Financing Contract**. For **Financing Contracts** with non-monthly payments, the GAP term must be rounded up to the nearest whole month.

MITIGATION OF LOSS

You should do all things reasonable and practical to avoid any loss covered under this **Addendum** and to protect the **Collateral** from any further loss. You should also take reasonable measures to ensure that the maximum amount of **Actual Cash Value** of the **Collateral** is paid by Your **Primary Carrier**.

TERMINATION OF ADDENDUM

This **Addendum** will terminate on the earliest date that one of the following events occurs: 1) the date Your **Financing Contract** is scheduled to terminate; 2) upon payment in full of the **Financing Contract**; 3) expiration of any redemption period following the repossession or surrender of the **Collateral**; 4) in the event of a **Constructive Total Loss** or theft of the **Collateral**; or 5) the date the **Financing Contract** is prepaid or the **Financing Contract** is refinanced.

EXCLUSIONS

In addition to other provisions herein, this **Addendum** does not provide coverage for:

- A. any loss occurring prior to the effective date of this **Addendum**.
- B. any loss occurring prior to the **Financing Contract** inception date shown on page one.
- C. any loss due to confiscation of the **Collateral** by a government body or public official.
- D. any loss caused by theft, fire, or vandalism, unless a police report is filed.
- E. any loss resulting from the **Collateral** being operated, used, or maintained in any race, speed contest, or other contest.
- F. **Collateral** held as security under any wholesale, floor plan, or field warehouse
- G. **Collateral** with a GVWR exceeding 12,500 lbs.
- H. **Collateral** being used for **Commercial Use**, unless the **Commercial Use** option is selected on page one of this **Addendum** and the appropriate premium is paid.
- I. **Collateral** used as an emergency vehicle, for livery or delivery, as a taxi, or for limousine or shuttle service where compensation is provided for those services (share-the-expense car pools are not excluded under this policy). Commercial transactions are excluded where prohibited by law.
- J. any loss occurring after the **Collateral** has been repossessed by the **Lender** or placed in their possession or in the possession of their employees or agents.
- K. **Collateral** with a **Financing Contract** where the contract term exceeds the Maximum Term as shown on the top of this page.
- L. any amounts deducted from the **Primary Carrier** settlement including but not limited to: wear and tear, prior damage, unpaid insurance premiums, towing, storage, and salvage.
- M. certain vehicles, including but not limited to: Aston Martin, Bentley, Daewoo, Ferrari, Lamborghini, Lotus, Maserati, Rolls Royce, Tesla, and Yugo.
- N. any loss attributable to other than the standard or optional equipment available from the manufacturer of the **Collateral**, including but not limited 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. Factory approved conversion packages and dealer installed options usually included in used car value guidebooks are not excluded.
- O. **Collateral** with a salvage or rebuilt title at the time of sale or for which title has been changed or re-issued as salvage or rebuilt prior to the **Date of Loss**.

EXCLUSIONS (continued)

- P. any loss resulting directly or indirectly from any dishonest, fraudulent, criminal, or illegal act, or arising from an intentional act committed by You.
- Q. **Collateral** secured with a **Deferred Loan, Balloon Loan, or Lease**, unless the **Loan** has been reported to us as such and the appropriate premium has been paid.
- R. a **Financing Contract** that is self-financed, or a cash sale.

DEFINITIONS

Actual Cash Value (ACV) means the retail value of the **Collateral** on the **Date of Loss**, as listed in the National Automobile Dealers Association (NADA) Used Car Guide. If the retail value of the **Covered Vehicle** is not available in the NADA Official Used Car Guide, then the **GAP Administrator** may use an equivalent national or regional guide for the territory in which the **Covered Vehicle** is principally garaged.

Addendum means this **GAP Addendum** to the **Installment Sales Contract**.

Assignee/Lender/Creditor/Financial Institution means the entity to which **Your Financing Contract** is sold, assigned or transferred.

Balloon Loan means any **Loan** that does not fully amortize over its term, thus requiring a balloon payment at the end of the term to repay the remaining principal balance of the **Loan**. This **GAP Addendum** will not provide coverage for **Balloon Loans**, unless the **Financing Contract** was reported as such and the appropriate premium was paid.

Collateral means the four-wheeled private passenger vehicle, van, or truck (not to exceed 12,500 lbs), described on page one of this **Addendum** and described in the **Financing Contract**.

Commercial Use means **Collateral** that is utilized for commercial/business purposes including but not limited to: 1) business name is displayed on the vehicle; 2) the vehicle is used in furtherance of business or commercial purposes; or 3) the purchase, license, registration, or primary insurance is in a business or commercial name or policy. No coverage is provided for a **Commercial Use** loss unless the **Commercial Use** option is selected on page one of this **Addendum** and the appropriate premium is paid. **Collateral** listed under EXCLUSION I is not eligible for coverage.

Constructive Total Loss means a direct and accidental loss of or damage to the **Collateral**, which meets one of these criteria: 1.) the total cost to repair the **Collateral** is greater than or equal to the **Actual Cash Value** of the **Collateral** immediately prior to the loss; or 2.) the **Customer/Borrower's Primary Carrier** declares the **Collateral** a total loss. In the case there is no primary insurance coverage, the **Collateral** must be available for the **Administrator's** inspection to determine if the **Collateral** is a **Constructive Total Loss**, except in the case of unrecovered theft.

Customer/Borrower is the natural person(s) or business named in the **Financing Contract** purchasing this **Addendum** from the **Seller/Creditor**.

Date of Loss means the date on which the **Collateral** is reported stolen or incurs physical damage that is severe enough to constitute a **Constructive Total Loss**.

Deferred Loan means any **Financing Contract** with unequal payments, including but not limited to: **Balloon Loans, Leases, Flex-Payment programs, or promotional reduced APR loans**. This **GAP Addendum** will not provide coverage for **Deferred Loans**, unless the **Financing Contract** was reported as such and the appropriate premium was paid.

Delinquent Payment means any payment, as described in the **Financing Contract**, which remains unpaid for a period of more than 30 days 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 contract which represents the financing instrument for the purchase of the **Collateral**, which sets forth the terms, conditions, inception date, and expiration date of the financing instrument.

Lease means any financial agreement whereby the **Lender** purchases the **Collateral** on behalf of the **Customer** and then leases the **Collateral** to the **Customer** in return for monthly rental payments. This **GAP Addendum** will not provide coverage for **Leases**, unless the **Financing Contract** was reported as such and the appropriate premium was paid.

Loan means **Financing Contract**.

Net Payoff means the amount, as of the **Date of Loss**, represented by the portion of **Your** unpaid balance according to the original payment schedule of the **Financing Contract** that is secured by the **Collateral**, subject to the following limitations: the amount does not include any unearned finance charges or loan charges; **Delinquent Payments** or skipped payments; late charges; uncollected service finance charges; refundable prepaid taxes and fees; disposition fees; termination fees; penalty fees; the recoverable portion of finance service charges or the recoverable portion of financed amounts for unearned insurance premiums or refundable charges (including but not limited to credit life, credit disability, and vehicle service coverages/warranties) that are owed by **You** on the **Date of Loss**; and amounts that are added to the financing instrument balance after the inception date of the **Financing Contract**.

Primary Carrier means the insurance company selected by **You** prior to the **Date of Loss** that underwrites a policy of insurance providing physical damage coverage on the **Collateral**, or, the insurance company that provides liability coverage to any person who has caused the **Collateral** to incur a **Constructive Total Loss**.

Qualifying Loss means the difference between the **Net Payoff** and the **Primary Carrier** settlement or in the event of no **Primary Carrier**, the **Net Payoff** and the **Actual Cash Value**. The **Qualifying Loss** will not exceed the Maximum Limit of Coverage as shown on the top of page two. If settlement by the **Primary Carrier** or the **Actual Cash Value** is greater than or equal to the outstanding balance, no **Qualifying Loss** will be afforded under this **Addendum**. **Qualifying Loss** includes the amount of the physical damage deductible on the **Primary Carrier** policy up to \$1,000. In the event that there is no **Primary Carrier** coverage in effect on the **Date of Loss**, if the **Primary Carrier** is declared insolvent, if no proceeds are received from the **Primary Carrier** policy, or if there are policy limits on the **Primary Carrier** policy which preclude the **Primary Carrier** from settling for full **Actual Cash Value**, the **Addendum** will only cover the difference between the **Net Payoff** and the **Actual Cash Value** of the **Collateral** on the **Date of Loss**. If there is no **Primary Carrier**, the **Collateral** must be available for inspection by the **Administrator** to determine if the **Collateral** is a **Constructive Total Loss**, except in the event of an unrecovered theft.

Settlement Date - the date on which the **Primary Carrier** issues the settlement check for the **Collateral**

Standard Loan: A **Loan** between the **Customer** and **Financial Institution**, with a fixed interest rate, term, and uniform payments.

STATE PROVISIONS

The following state specific requirements are added to and become part of **Your Addendum** and supersede any other provision to the contrary:

Colorado, Indiana, Kansas, Louisiana, Missouri, New Hampshire, New Mexico, South Carolina, Vermont, Washington, and Wisconsin: The cancellation fee is not applicable.

Alabama: The GAP Enrollment Charge is not regulated. It is **Your** responsibility to determine whether the cost of the GAP **Addendum** is reasonable in relation to the protection afforded by the GAP **Addendum**. In the event of cancellation of the GAP **Addendum** due to early termination of the **Financing Agreement**, the **Lender** shall provide, or cause the Administrator or retail seller to provide, within sixty (60) days of termination, any refund due to a **Borrower**, without requiring the **Borrower** to request cancellation of the **Addendum**.

Alaska: The deductible provision is excluded for GAP **Addendums** sold in Alaska.

Colorado: In accordance with Colorado Rule 8, before purchasing and signing the GAP **Addendum**, it is required that **You** review the following:

1. **The purchase of GAP is not required in order to obtain the credit or any particular or favorable credit terms;**
2. **The fee for GAP is disclosed;**
3. **You may wish to consult an insurance agent to determine whether similar coverage may be obtained and at what cost;**
4. **GAP benefits may decrease over the term of the consumer credit sale or consumer loan;**
5. **You may cancel GAP for any or no reason within thirty (30) days after GAP was purchased and receive a full refund of the GAP fee so long as no loss or event covered by GAP has occurred. If it is cancelled after thirty (30) days, the refund will be on a pro-rata basis.**
6. **GAP is not a substitute for collision or property damage insurance.**

This **Addendum** is not applicable to leases in the state of Colorado. As regards to cancellation of the GAP Protection and discontinuation of its benefits, the separate cancellation form being provided to **You** should be completed and sent to the address indicated on the form. GAP must pay or forgive the deficiency balance that would have been owed if the consumer had maintained property damage insurance on the automobile (even if the consumer has not done so) or if the **Creditor** has purchased property damage insurance for the automobile and added it to the amount of the debt. A consumer shall have ninety (90) days after the loss settlement from any property damage insurance or from the date the creditor notifies the consumer of any deficiency balance owed, whichever is later, to file a GAP claim or seek debt cancellation from the creditor.

Illinois: There is no deductible coverage available for vehicles leased in Illinois.

Indiana: The sale of this 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 GAP coverage from **Your Primary** insurance **Carrier**. For Questions or Complaints, **You** may contact the Indiana Department of Financial Institutions at: 30 South Meridian St., Suite 300, Indianapolis Indiana 46204, 1-800-382-4880.

Kansas: This GAP **Addendum** may not cancel or waive the entire amount owing at the time of loss. **Actual Cash Value (ACV)** means the retail value of the **Collateral** on the **Date of Loss**, prior to its physical damage or theft, as determined by the **Borrower's Primary Carrier** net of the **Borrower's** primary deductible, not to exceed \$1,000. If no **Primary Carrier** exists, or the **Primary Carrier** has been declared insolvent, the retail value will be determined as listed in a national or regional guide, such as National Automobile Dealers Association (NADA) or an equivalent national or regional guide for the territory in which the **Collateral** is principally garaged. For Questions or Complaints, **You** may contact the Office of the State Bank Commissioner, 700 S.W. Jackson #300, Topeka, KS 66603, (785) 296-2266 or toll free 1-877-387-8523.

Louisiana: The extender of credit hereby agrees, by acceptance of this **Addendum** as an amendment to the Installment Sales Contract upon assignment, to waive **Your** liability for the difference between the outstanding balance (excluding past due amounts, payment extensions, insurance or other charges as described in this **Addendum**) under the Installment Sales Contract and the **Actual Cash Value** of **Your** vehicle as of the **Date of Loss**. The deductible provision is excluded for GAP **Addendums** sold in Louisiana. Exclusion L. is deleted in its entirety and is replaced with the following: L. any amounts deducted from the **Primary Carrier** settlement including but not limited to: prior damage, unpaid insurance premiums, towing, storage, and salvage.

Maine: Leases are not eligible for coverage.

Maryland: Leases are not eligible for coverage. Neither the maximum AFVR nor the \$50,000 Maximum Limit of Coverage are applicable. "**Actual Cash Value**" means the retail value of the **Collateral** on the **Date of Loss**, prior to its physical damage or theft, as determined by the **Primary Carrier**. If no **Primary Carrier** exists, the retail value will be determined by the Program Administrator using the nationally or regionally recognized guide, such as National Automobile Dealers Association (NADA) or Kelley Blue Book (KBB), based on the best information available on the **Collateral's** options, mileage, and condition. The definition of **Net Payoff** is deleted in its entirety and replaced with the following: **Net Payoff** shall not include delinquent or deferred payments, past due charges, late payment charges, unearned interest, unearned rental payments, the portion of any financed taxes or charges, including charges for credit life insurance, credit health insurance, credit involuntary unemployment insurance and mechanical repair contracts actually refunded to the Buyer or credited as a reduction to the Loan balance, and any Primary Insurance deductible in excess of \$1,000.

Minnesota: This GAP **Addendum** cannot be sold in conjunction with the sale or **Lease** of any used motor vehicle that is an automobile or truck that is valued at less than \$5,000. **THE GAP WAIVER 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.

Nebraska: This **Addendum** is not insurance and is not regulated by the Nebraska Department of Insurance. The **Financial Institution/Lender** or Administrator cannot unilaterally modify the terms of the waiver unless the modification is favorable to the **Borrower** and is made without additional charge to the **Borrower**, or the **Borrower** is notified of the proposed modification and has the option to cancel the **Addendum** without penalty.

Nevada: IMPORTANT: A Guaranteed Asset Protection Waiver 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 finance agreement may void the Guaranteed Asset Protection Waiver.

South Carolina: The cancellation fee is not applicable. This GAP **Addendum** cannot be sold if the amount financed, less the cost of the GAP **Addendum**, the cost of credit insurance, and the cost of service contracts is less than eighty percent (80%) of the Manufacturer's Suggested Retail Price (MSRP) for a new vehicle, or the National Automobile Dealers Association (NADA) average retail value for a used vehicle. **THIS GAP WAIVER IS NOT REQUIRED TO OBTAIN CREDIT, NOR TO OBTAIN CERTAIN TERMS OF CREDIT OR TO PURCHASE THE RELATED MOTOR VEHICLE. THIS GAP WAIVER WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST.**

Tennessee: The cost of the **Addendum** is not regulated and **You** have the responsibility to determine whether the cost of the **Addendum** is reasonable in relation to the coverage afforded by this **Addendum**. The effective date of any cancellation may be no earlier than ninety (90) days prior to the date such written notice is received by Program Administrator.

Utah: The **Addendum** is subject to limited regulation by the Utah Insurance Commissioner. Complaints regarding the GAP **Addendum** may be submitted to the offices of the Utah Insurance Commissioner.

Vermont: The Seller/Creditor must assign, sell, or transfer, within fifteen (15) business days, the **Financing Contract** to a **Financial Institution/Lender** as defined in subdivision 1110(32) of Title 8 or a credit union or entity licensed under subdivision 2201(a)(1) or (3) of Title 8 or this **Addendum** is void and **You** will receive a full refund of the charges of the **Addendum**.

Washington: 1. Any refund of purchase price for an **Addendum** that was included in the financing of the **Collateral** may be applied by the creditor as a reduction of the overall amount owed under the **Financing Contract**, rather than applying the refund strictly to the purchase price of the **Addendum**. 2. The **Addendum** is not credit insurance, nor does it eliminate **Your** obligation to insure the **Collateral** as provided by laws of this state. Purchasing an **Addendum** does not eliminate **Your** rights and obligations under the vendor single-interest and collateral protection coverage laws of this state. 3. CONDITION 2 is amended to read: This **Addendum** shall be void if any material fact(s) have been intentionally concealed or misrepresented, or in the case of fraud. This **Addendum** will not be reinstated after a cancellation has been processed. If **We** cancel, **We** will provide **You** and the **Financial Institution** a forty-five (45) day notice of cancellation (ten (10) days for non-payment of premium) which will include the effective date and reason for cancellation and calculate **Your** refund Pro Rata. Notice of cancellation will state the effective date of cancellation. The **Addendum** period will end on that date. This **Addendum** shall only be void if there has been any intentional withholding, concealment or misrepresentation of a material fact by **You** or someone acting on **Your** behalf, or in the event of fraud.

Wisconsin: This **Addendum** complies with the Wisconsin Consumer Act, Chapters 421-427 of the Wisconsin Statutes. This **Addendum** is between the **Borrower** and Seller, or if assigned, with the **Assignee**, pursuant to the terms and conditions of this **Addendum**. This **Addendum** is applicable to **Installment Sales Contracts** and **Leases**. This **Addendum** will also terminate upon payment in full of the Installment Sales Contract/**Lease** Agreement, or expiration of any redemption period following the repossession or surrender of the vehicle. **You** will not be charged for the cost of any appraisal requested by Program Administrator. To cancel this **Addendum**, contact the Program Administrator at P.O. Box 1268, Exton, PA 19341, (877) 902-8790. **You** are entitled to a refund of the unearned portion of the GAP charge following any termination of this **Addendum** for any reason and a refund will be calculated by the Pro Rata method and provided to **You** following any termination of this **Addendum**. The owner or Lessee of this vehicle is covered by this **Addendum**. If this **Addendum** is canceled during the first thirty (30) days, the refund will include the amount of any applicable finance charges. This **Addendum** will be deemed fully earned only when a GAP benefit has been or will be paid to **You** or if the term has expired.

SAMPLE



Total Loss Protection

Passenger Vehicles

\$1,000 Guaranty Registration Form

Vehicle Registration ID # _____

CUSTOMER INFORMATION

LENDER INFORMATION

Customer / Borrower / Lessee	Lender
Address	Address
City / State / Zip	City / State / Zip
Phone / Fax	Phone / Fax

VEHICLE DESCRIPTION

Year	Make	Model	Vehicle Identification Number
<input type="checkbox"/> CAR/VAN/LIGHT TRUCK <input type="checkbox"/> OTHER		<input type="checkbox"/> NEW <input type="checkbox"/> USED	
Vehicle Purchase Date		MSRP/NADA Retail \$	Current Odometer Mileage
Enrollment Charge \$		Total Loss Guaranty Effective Date	Automobile Insurance Company
		Term of Coverage	<input checked="" type="checkbox"/> 48 MONTHS

This Guaranty is valid only when all blank spaces are filled in completely

Total Loss Guaranty CLAIMS

In the event of a **Total Loss** claim, please follow the Claims procedures on the reverse side of this Agreement. No benefit will be provided unless **You** report the **Total Loss** to law enforcement authorities within **twenty-four (24)** hours of knowledge of the **Total Loss**, and the following is made available to the **Company** within **sixty (60)** days after receipt of payment from **Your** primary physical damage insurance carrier, or if uninsured, within **sixty (60)** days after the Total Loss has occurred.

I/we have read this Total Loss Guaranty in its entirety and fully understand its content and acknowledge receipt of a copy thereof. I/we understand that this Total Loss Guaranty is not an insurance policy. I/we understand that this Total Loss Guaranty is not required in order to purchase or obtain financing for the vehicle and that my acceptance of the coverage under this Agreement is voluntary.

I ACCEPT THIS PROTECTION PLAN

Customer Signature(s) _____ Date _____ Lender Signature _____ Title _____ Date _____

DEFINITIONS:

- **Credit** shall mean the Guaranty as described below.
- **We, Us, Our, Company** shall mean **AutoShield**
- **You, Your** shall mean the Customer named in this Agreement.
- **Administrator** shall mean **AutoShield**
- **Total Loss** shall mean a **Total Loss** of the vehicle due to accidental occurrence or theft.
- **Vehicle** shall mean the following: a Motorized Automobile or Truck described in this Agreement, not to exceed 13,500 GVW, and with an N.A.D.A. retail value of \$3,500 or greater at the time of sale.
- **Replacement Vehicle** shall mean a **Vehicle** purchased or leased to replace the original **Vehicle**.

GUARANTY

If the **Vehicle** described herein is declared a **Total Loss** or unrecovered theft by **Your** primary physical damage insurance company within the Term of Coverage as described in this Agreement from the Date of **Vehicle** Purchase or Lease, then subject to the conditions and limitations set forth herein, the **Authorized Dealer** guarantees the following: the **Authorized Dealer** will provide **You** with a credit towards the purchase of a **Replacement Vehicle** in an amount up to **one thousand dollars (\$1,000)**, not to exceed the NADA Retail Official Used Car Guide value of the **Vehicle** as of the Date of loss.

In the event **You** do not have theft/comprehensive physical damage insurance in effect at the time of **Total Loss**, verification of a **Total Loss** must be made, at **Your** expense, by an adjuster approved by the **Company**.

CLAIMS

Credit will only be available, provided **You** report the **Total Loss** to law enforcement authorities within twenty-four (24) hours of knowledge of the **Total Loss**, and the following is made available to the **Company** within sixty (60) days after receipt of payment from **Your** primary physical damage insurance carrier, or if uninsured, within sixty (60) days after the **Total Loss** has occurred: **1) Your** copy of this **Guaranty**; **2) A** copy of the original **Vehicle's and Replacement Vehicle's** Bill of Sale; **3) A** copy of the Police Report; **4) A** copy of **Replacement Vehicle's** loan contract if applicable; **5) Verification** from **Your** primary physical damage insurance carrier substantiating the date and cause of **Total Loss**, and net loss amount, with proof of its payment, or if uninsured, verification of **Total Loss** by an adjuster approved by Us;

Failure to satisfy the foregoing requirements will serve to void this Total Loss Guaranty with respect to the Total Loss involved.

GUARANTY PERIOD

The Guaranty begins on the Date and time of **Vehicle** Purchase or Lease set forth in this **Guaranty**. This Guaranty expires at 12:01 AM after **THE NUMBER OF MONTHS COVERED HEREIN** from the Date of **Vehicle** Purchase or Lease set forth in this **Guaranty**.

GUARANTY LIMITATIONS

- The maximum Limit of **Total Loss** Liability under this **Total Loss Guaranty** is **\$1,000**.
- Any loss other than **Total Loss** is specifically excluded.
- This **Total Loss Guaranty** is for the sole benefit of the registered Customer shown on this **Guaranty**. The **Guaranty** may not be assigned or transferred to another person, and is not renewable.
- The **Replacement Vehicle** shall be an amount equal to or greater than the value of the original **Vehicle**.

EXCLUSIONS

THIS TOTAL LOSS GUARANTY ABSOLUTELY DOES NOT APPLY TO CLAIMS THAT ARE A RESULT OF: **1) Total Loss** or damage resulting from war, whether or not declared, invasion, civil war, insurrection, rebellion or revolution, nuclear reaction, nuclear radiation or radioactive contamination; **2) Total Loss** or damage resulting directly or indirectly from forgery or any dishonest, fraudulent or criminal act by **You**, whether acting alone or in collusion with others, or due to conversion, embezzlement or secretion by any person in lawful possession of the covered **Vehicle**. **3) The Total Loss Guaranty** being sold in jurisdictions where its terms may be in conflict with state or federal law.

This is not an insurance policy but the Administrator has purchased insurance from an A-Rated carrier to protect your interest..

STATE PROVISIONS

This agreement is a product warranty and it is not subject to state insurance laws but is subject to laws concerning warranties. "Obligations of the warrantor under this vehicle protection product are insured under a reimbursement policy" provided by State National Companies located at 1900 L. Don Dodson Drive, Bedford, TX 76021; (817) 265-2000. If a covered service is not provided by the warrantor before the sixty first (61st) day after the date the consumer provides the proofs of loss, the consumer may apply for reimbursement directly to the vehicle protection product's Reimbursement Insurance Company.

OHIO CONSUMERS: This vehicle protection product warranty is not subject to the insurance laws of the state, contained in Title XXXIX of the Ohio Revised Code. This warranty may not include all of the benefits or protections of an insurance policy that includes theft coverage issued by an insurer authorized to do business in Ohio.

NEW HAMPSHIRE CONSUMERS: In the event that **You** do not receive satisfaction under this contract, **You** may contact the New Hampshire Insurance Department, State of New Hampshire Insurance Department, 21 South Fruit Street #14, Concord, NH 03301, 800-852-3416.

HAWAII/TEXAS CONSUMERS CARRIER LEGAL OBLIGATIONS: Unresolved complaints concerning the warrantor or questions concerning the regulation of a warrantor may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin TX 78711. Or call 512-463-6599 / 800-803-9202. In Hawaii to Hawaii Insurance Division, King Kalakaua Bldg., 335 Merchant Street, 2nd Floor, Room 213, Honolulu, HI 96813 (808) 586-2790. "Obligations of the warrantor under this vehicle protection product are insured under a reimbursement policy" provided by State National Companies located at 1900 L. Don Dodson Drive, Bedford, TX 76021; (817) 265-2000. If a covered service is not provided by the warrantor before the 61st day after the date the consumer provides proofs of loss, the consumer may apply for reimbursement directly to the vehicle protection product's Reimbursement Insurance Company.

MISSISSIPPI CONSUMERS: This warranty is regulated by the Mississippi Motor Vehicle Commission, PO Box 16873, Jackson, MS 39236, (601) 897-3995.

MARYLAND AND MISSOURI CONSUMERS: The obligations of the Warrantor to the Warranty Holder under this Vehicle Protection Product Warranty are guaranteed under a Warranty Reimbursement Insurance Policy. In the event payment due under the terms of the Vehicle Protection Product Warranty are not provided by the Warrantor within sixty (60) days after proof of loss has been filed by the Warranty Holder in accordance with the terms of the Vehicle Protection Product Warranty, the Warranty Holder may file a claim directly with the insurer that issued the Warranty Reimbursement Insurance Policy. State National Companies located at 1900 L. Don Dodson Drive, Bedford, TX 76021; (817) 265-2000.

NEW JERSEY CONSUMERS ONLY: THIS AGREEMENT IS A PRODUCT WARRANTY, NOT INSURANCE, AND IS UNDER THE PURVIEW OF THE DIVISION OF CONSUMER AFFAIRS. ANY QUESTIONS ABOUT THIS WARRANTY MY BE DIRECTED TO THE DIVISION AT 124 HALSEY STREET, NEWARK, NJ 07101; (973) 504-6200; WWW.NJCONSUMERAFFAIRS.GOV ANY QUESTIONS ABOUT THE WARRANTY REIMBURSEMENT INSURANCE POLICY MAY BE DIRECTED TO THE NEW JERSEY DEPARTMENT OF BANKING AND INSURANCE AT 20 WEST STATE STREET, PO BOX 325 TRENTON, NJ 08625; (800) 446-7467; WWW.STATE.NJ.USDOBL/INDEX.HTML.