

CUSTOMER INFORMATION

Last Name _____ First Name _____ Middle Initial _____
Street Address _____ Apt # _____
City _____ State _____ ZIP Code _____
Primary Phone Number _____ Secondary Phone Number _____

COVERED VEHICLE INFORMATION

Make _____ Model _____ Year _____
Vehicle Identification Number (VIN) _____ Effective Date _____
NADA/KBB Value \$ _____ Current Odometer Reading _____
Addendum Retail Price \$ _____ Term of Deficiency Waiver Addendum (in Months): _____ APR% _____

Amount Financed: \$ _____ Finance Agreement Term (in Months): _____

DEALER INFORMATION

Dealer # _____ Dealer Name _____
Street Address _____
City _____ State _____ ZIP Code _____

ASSIGNEE/LENDER INFORMATION

Assignee/Lender _____ Installment Sales Contract # _____
Street Address _____
City _____ State _____ ZIP Code _____

THE PURCHASE OF THE DEFICIENCY WAIVER ADDENDUM IS VOLUNTARY, WILL NOT BE A FACTOR IN THE CREDIT APPROVAL PROCESS AND NEITHER THE EXTENSION OF CREDIT, THE TERMS OF THE CREDIT, NOR THE TERMS OF THE RELATED MOTOR VEHICLE SALE, MAY BE CONDITIONED UPON THE PURCHASE OF THE GAP WAIVER.

I (Customer), whose signature appears below, acknowledge that the information contained above is, to the best of my knowledge, true. I have read all pages of this Addendum in its entirety; I understand that I am entering into a contractual agreement with the Dealer/Assignee; I agree to all of its provisions, terms and conditions; and I am requesting coverage. **I UNDERSTAND THAT A CANCELLATION REQUESTED WITHIN THIRTY (30) DAYS OF PURCHASE IS ELIGIBLE FOR A FULL REFUND. I UNDERSTAND THAT A CANCELLATION REQUEST RECEIVED AFTER THIRTY (30) DAYS OF PURCHASE WILL BE REFUNDED PRO-RATA AND IS SUBJECT TO A CANCELLATION FEE. If the Addendum Retail Price was included in the financing of the Covered Vehicle, any refunds for a cancelled Addendum may be applied by the Dealer/Assignee as a reduction of the overall amount owed under the Finance Agreement, rather than applying the refund strictly to the Addendum Retail Price. This Addendum does not take the place of insurance on the Covered Vehicle. Refinancing the Covered Vehicle/Finance Agreement terminates this Addendum.**

Nevada Residents Only: By initialing this box, You acknowledge that this Addendum contains an Arbitration provision, that You have read and understand Section 8, Arbitration Procedure, and affirmatively agree to the terms contained therein

Customer Signature _____ Date _____ Dealer Signature _____ Date _____

COVERAGE

Customer is responsible to the named Dealer/Assignee under the terms of the described Finance Agreement for the amount of any early termination liability resulting from a Total Loss of the Covered Vehicle. Due to this Addendum being in effect, Dealer/Assignee will cancel certain amounts Customer owes under the Finance Agreement in the case of a Total Loss of the Covered Vehicle as stated in the Addendum.

Pursuant to this Addendum, the Dealer/Assignee will waive the amount equal to the Unpaid Net Balance less the Actual Cash Value of the Covered Vehicle, both as defined herein, including the amount of Your Primary Insurance deductible up to one thousand (\$1,000) dollars. It is further agreed that the maximum Waiver Benefit is limited to fifty thousand (\$50,000) dollars. This Addendum may not waive the entire amount owed at the time of loss if the Amount Financed on the Finance Agreement exceeds one hundred fifty (150%) percent of the NADA retail value for used vehicles, if the term of the Finance Agreement exceeds eighty-four (84) months, if the Finance Agreement contains non-uniform repayment terms, if other excluded charges (as defined in this Addendum) are included in the Unpaid Net Balance, or if other conditions (as set forth herein) apply. This Addendum remains a part of the Finance Agreement upon the assignment, sale, or transfer of such Finance Agreement by the Dealer/Assignee or the Dealer's/Assignee's designee.

TERMS AND CONDITIONS

1. INTRODUCTION AND PARTIES

This Guaranteed Asset Protection Deficiency Waiver Addendum ("Addendum") is not insurance; it is a debt cancellation agreement which amends and becomes a part of Your Finance Agreement. This Addendum is entered into between the Customer (referred to herein as "Customer," "You" or "Your") and the Dealer, and any subsequent Assignee/Lender to which the Dealer assigns Your Finance Agreement. Dealer has appointed, and Assignee/Lender accepts the appointment of, Safe-Guard Products International, LLC ("Administrator") as the administrator of this Addendum. Administrator is not a party to this Addendum and its sole responsibility is to perform the administration for this Addendum.

2. DEFINITIONS

For the purpose of this Addendum the following terms shall mean:

Actual Cash Value means the retail value of the Covered Vehicle, on the Date of Loss, prior to its physical damage or theft, as determined by the Primary Insurer. If no Primary Insurer exists, the Primary Insurer has been declared insolvent, or the Primary Insurance policy has either a stated value or a limit of liability that is less than the value of the Covered Vehicle, the retail value will be determined 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 Covered Vehicle's options, mileage and condition. If Administrator provides Customer with evidence that Primary Insurer did not pay a fair Actual Cash Value or missed options/equipment on the Covered Vehicle, Customer, with Administrator's assistance, may be required to contact Primary Insurer to request a higher Actual Cash Value and payment.

Administrator means Safe-Guard Products International, LLC, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 844-670-1873.

Assignee/Lender means the financial institution extending the loan amount to Customer under the terms of the Finance Agreement.

Commercial Use/Vehicle means utilization of the Covered Vehicle for any commercial purpose. A vehicle registered as commercial to a business or covered by a commercial Primary Insurance policy shall be deemed commercial. Vehicles used for competitive driving, racing, off-road use, hire to the public, livery, delivery services, rental, pool cars, emergency vehicles or if equipped or identified as a snow plow are deemed commercial. Trailers, special commercial optional equipment and accessories are not covered.

Covered Vehicle means the vehicle listed on the Registration Page, including all options and equipment, that is the subject of the Finance Agreement and is a four-wheeled private passenger vehicle, van, pickup or light truck that does not exceed 15,000 lbs Gross Vehicle Weight Rating (GVWR).

Customer means the purchaser of the Covered Vehicle, as listed on the Registration Page.

Date of Loss means the date on which the actual physical loss, damage or theft occurred to the Covered Vehicle. If such date is indeterminable, the Date of Loss shall be either the date established by the Primary Insurer or the date the occurrence was reported to the police, whichever occurs first.

Dealer means the automotive dealership listed on the Registration Page.

Effective Date means the date the Covered Vehicle and Addendum were purchased. Please note the Addendum must have been purchased on the same date as the Covered Vehicle.

Finance Agreement means the Installment Sales Contract or other agreement between the Customer and Dealer/Assignee entered into on the original date of sale of the Covered Vehicle that evidences the terms and conditions of the financing.

Primary Insurance means a comprehensive/collision automobile insurance policy covering the Covered Vehicle against damage or loss from any cause including, but not limited to, collision and theft.

Primary Insurer means a third party insurance company providing comprehensive/collision coverage on the Covered Vehicle or a third party insurance company that determines and pays the Actual Cash Value of the Covered Vehicle in the event of a Total Loss.

Registration Page means the first page of this Addendum.

Settlement Date means the date the Primary Insurer issued the settlement check or denial letter corresponding to the Total Loss of the Covered Vehicle.

Total Loss means a total or constructive total loss as defined by the individual Customer's primary automobile physical damage carrier. If no primary automobile physical damage carrier exists, then a Total Loss shall mean when the repair cost exceeds the Actual Cash Value or, in the event of a theft, when the Covered Vehicle has not been recovered after a minimum period of thirty (30) days from the date of the original police theft report.

Unpaid Net Balance means the amount owed by the Customer to clear the outstanding Finance Agreement account as of the Date of Loss subject to Sections 3(A) and 3(B). This amount shall not include any unearned finance charges, late charges, missed or late payments, deferred payments, uncollected service charges, refundable prepaid taxes and fees, or any proceeds which may be recovered by canceling any insurance coverages, service contracts and/or warranties, credit life, accident and health insurance or other cancelable items.

Waiver Benefit means the amount waived by the Dealer/Assignee pursuant to the terms of the Addendum.

3. DISCLAIMERS

- A. No coverage is provided for that portion of the Unpaid Net Balance resulting from the Finance Agreement term exceeding eighty-four (84) months and/or containing non-uniform repayment terms (i.e. variable monthly payment amounts). These Finance Agreements will not be disqualified from coverage; however, the Unpaid Net Balance will be re-amortized as if the Finance Agreement had an eighty-four (84) month term and/or uniform repayment terms, unless state law provides otherwise.
- B. No coverage is provided for that portion of the Unpaid Net Balance resulting from the amount financed exceeding one hundred fifty (150%) percent of NADA or KBB Official Used Car Guide's "Retail" value, whichever is the regionally-recognized guide for used vehicles, at the inception date of the Finance Agreement. These Finance Agreements will not be disqualified from coverage; however, the Unpaid Net Balance will be determined based on this maximum limit by re-amortizing the loan as if only one hundred fifty (150%) percent of NADA/KBB (as applicable) had been financed and Customer had been making payments on that amount pursuant to the finance rate and term set forth in the Finance Agreement, unless state law provides otherwise.
- C. Any portion of the Customer's Primary Insurance deductible that exceeds one thousand (\$1,000) dollars will not be included in the Waiver Benefit amount and will not be covered by this Addendum. If no Waiver Benefit is due under this Addendum, no coverage will be provided for the Primary Insurance deductible amount. Additionally, in the event the Customer's Primary Insurance deductible amount is greater than the Waiver Benefit amount, the Dealer/Assignee will only waive the portion of the Primary Insurance deductible up to the Waiver Benefit amount. Customer will not be paid or reimbursed directly for any Primary Insurance deductible amount.
- D. Primary Insurance: Customer is responsible for maintaining collision and comprehensive insurance on the Covered Vehicle. Should the Customer not have collectible physical damage insurance on the Date of Loss, it is the responsibility of the Customer to advise Administrator in writing immediately when the loss is discovered and Administrator will calculate the Actual Cash Value of the Covered Vehicle immediately prior to the loss.
- E. This Addendum shall be terminated if any material fact(s) have been concealed or misrepresented, or in the case of fraud.
- F. Coverage under this Addendum is not available for vehicles with salvage or junk title.
- G. No coverage is provided for any deductions taken by the Primary Insurer for the following: Prior Damage, Salvage, Missing Items, Excess Towing, Custom Equipment and Storage.
- H. No coverage is provided for the amount of Sales Tax and Title fee reimbursement owed by the Primary Insurer in applicable states.
- I. Customer is responsible for making at least the minimum payment owed under the terms of the Finance Agreement for each payment due date scheduled after the Date of Loss until the request for a Waiver Benefit has been fully processed. In the event a Waiver Benefit is owed under the Addendum, Administrator will issue a refund to Customer or Assignee/Lender where applicable, for the portion of Customer's payment(s) that should have been waived according to the terms of this Addendum.
- J. This Addendum does not provide coverage for damage related to any personal property attached to or within the Covered Vehicle.
- K. This Addendum only provides coverage if the Covered Vehicle is deemed a Total Loss. No coverage is provided under this Addendum if the Covered Vehicle is deemed a partial loss.
- L. This Addendum terminates upon (i) refinancing the Covered Vehicle's Finance Agreement or (ii) payment in full of the original Finance Agreement.

TERMS AND CONDITIONS CONTINUED

4. EXCLUSIONS

This Addendum does not apply to loss of or damage to the Covered Vehicle:

- A. Resulting directly or indirectly from the legal confiscation of the Covered Vehicle by a public official;
- B. Resulting directly or indirectly from any dishonest, fraudulent or illegal act by the Customer, family member or other person acting under the Customer's authority;
- C. Caused by a wilful, wanton or recklessly negligent act by the Customer, family member or other person acting under the Customer's authority;
- D. That is part of a fleet that is intended for use as a public or livery conveyance, or any Commercial Vehicle or vehicle being used for Commercial Use;
- E. Due to wear and tear, freezing, mechanical/electrical breakdown or failure;
- F. Which occurs outside the United States, its territories or Canada;
- G. When the Total Loss or theft results directly or indirectly from the Customer's or Customer's authorized representative's driving under the influence, driving while intoxicated or driving without a valid license;
- H. Due to war, whether or not declared, invasion, civil war, insurrection, rebellion, revolution, terrorism, riots or civil unrest;
- I. Due to any acts occurring after the original maturity date of the Finance Agreement, Assignee's/Lender's acceleration of the Finance Agreement or during or after the repossession of the Covered Vehicle;
- J. Caused by conversion, embezzlement, or concealment by any person in lawful possession of the Covered Vehicle;
- K. Due to the operation, use, or maintenance of the Covered Vehicle in any race or speed contest;
- L. If the purchase date of the Covered Vehicle is different than the purchase date of this Addendum or if the Total Loss occurs prior to the Effective Date of this Addendum.

5. TRANSFER

This Addendum is transferable if the Finance Agreement is assumed by a third party individual, no terms of the Finance Agreement are modified other than the identity of the Customer, and the fifty (\$50) dollar transfer fee is received by Administrator within thirty (30) days of the Covered Vehicle's transfer. Copies of the Registration Page, the revised Finance Agreement and a check for fifty (\$50) dollars are required by Administrator to process the transfer request. This Addendum is not transferable to another vehicle or another Finance Agreement.

6. CANCELLATION

This Addendum is cancelable. To cancel the Addendum, Customer must provide Administrator or Dealer with written notice of Customer's request to cancel the Addendum. This Addendum may be cancelled for a full refund of the Addendum Retail Price within thirty (30) days of the Effective Date of the Addendum provided that no Waiver Benefit has been provided. After thirty (30) days any refunds will be calculated pro-rata based upon the time expired from the Effective Date, less a fifty (\$50) dollar processing fee, unless otherwise required by applicable state law. If this Addendum is declared void pursuant to the terms stated in this Addendum, Customer is entitled to a refund of the Addendum Retail Price calculated in accordance with this Section 6, Cancellation. However, in the event a Waiver Benefit has been provided, this Addendum will be deemed as fully earned, and no refund will be due or paid to the Customer. Customer must provide the written request for a refund to Administrator or Dealer within ninety (90) days of the requested effective date of cancellation of this Addendum or the occurrence of the event terminating the Finance Agreement. Any refund due under this Addendum will be made payable to the Assignee/Lender unless Customer provides Administrator with written documentation from Assignee/Lender stating the Finance Agreement has been paid in full. If the cancellation of the Addendum occurs as a result of a default under the Finance Agreement or the repossession of the Covered Vehicle, any refund due may be paid directly to the Assignee/Lender. If the Addendum Retail Price was included in the financing of the Covered Vehicle, any cancellation refund may be applied by the Assignee/Lender as a reduction of the overall amount owed under the Finance Agreement rather than applying the refund strictly to the Addendum Retail Price.

7. WAIVER BENEFIT PROCEDURES (HOW TO FILE A CLAIM)

To initiate a request for a Waiver Benefit, Customer must submit a written request for a Waiver Benefit or at least one (1) of the documents listed below to Administrator within ninety (90) days of the Settlement Date (or within ninety (90) days of the Date of Loss if there is no Primary Insurance on the Covered Vehicle or Primary Insurance settlement). Additionally, Customer must submit all documents listed below to Administrator within two hundred ten (210) days of the Settlement Date (or within two hundred ten (210) days of the Date of Loss if there is no Primary Insurance on the Covered Vehicle) before any Waiver Benefit under this Addendum can be processed. It is Customer's responsibility to provide the required documentation to Administrator. Failure to properly initiate a claim within ninety (90) days of the Settlement Date and/or provide the required documentation within two hundred ten (210) days of the Settlement Date will VOID this Addendum and no Waiver Benefit will be processed. **Customer should submit all documents to Administrator at Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 844-670-1872.**

- A. Complete copy of the **Primary Insurance Settlement Statement** substantiating the date of and cause of the Total Loss of the Covered Vehicle, gross settlement amount, deductible and net settlement amount. Should the Customer not have collectible physical damage insurance on the Date of Loss, it is the Customer's responsibility to initiate a claim within ninety (90) days of the Date of Loss, and Administrator will arrange for an independent appraisal in order to calculate the Actual Cash Value of the Covered Vehicle immediately prior to the Total Loss. The cost of the appraisal will be deducted from the amount of any Waiver Benefit.
- B. Complete copy of the **Total Loss Evaluation report from the Primary Insurer** substantiating the basis of how the Actual Cash Value of the Covered Vehicle was determined (must include all options on the Covered Vehicle and mileage on the Date of Loss, if available).
- C. Copy of the Primary Insurer's **Settlement Check**.
- D. Copy of a statement from Assignee/Lender documenting Your **Payoff Amount**, including detail of past due amounts and late charges, if any.
- E. Copy of the **Complete Payment History** (record of payments from inception through Date of Loss).
- F. Copy of the **Finance Agreement** (including term, APR, amount financed, payment amount, payment due date and any cancelable items purchased).
- G. Copy of **Buyer's Order/Purchase Order** (if provided to Customer) from the Dealer substantiating make, model, year, mileage and vehicle options.
- H. Copy of **this Addendum** (all pages).
- I. Copy of **Police Report**, if a Police Report was voluntarily filed. Please note, a Police Report is required if the Total Loss was a result of the theft of the Covered Vehicle.
- J. Copy of the documentation showing **refund amounts** of any cancelable items purchased.
- K. Any additional documents reasonably requested by Administrator.

PLEASE MAKE SURE all documents are totally legible, otherwise the Waiver Benefit may be delayed until legible copies can be obtained.

8. ARBITRATION PROCEDURE

You agree that all individual claims or disputes arising from or relating to this Addendum, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator, Assignee/Lender, Dealer or any of their respective insurers, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Administrator with at least three proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If Administrator demonstrates that none of the three proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Addendum was purchased, the state's arbitration rules will govern.

TERMS AND CONDITIONS CONTINUED

9. STATE DISCLOSURES

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

Alabama: The cost of this Addendum is not regulated. The Customer should determine whether the Addendum Retail Price is reasonable in relation to the protection afforded by this Addendum. In the event the Finance Agreement is terminated early, the Assignee/Lender will, within sixty (60) days of the termination of the Finance Agreement, refund or credit the appropriate amount of the Addendum Retail Price, or cause the refund to be issued by another appropriate party, according to the cancellation provisions of this Addendum. There is no obligation on the part of the Customer to request this refund.

Alaska: There is no deductible coverage available for vehicles financed in Alaska.

Arkansas: The cost of this Addendum is not regulated. The Customer should determine whether the Addendum Retail Price is reasonable in relation to the protection afforded by this Addendum.

COLORADO: THE PURCHASE OF GAP IS NOT REQUIRED IN ORDER TO OBTAIN THE CREDIT OR ANY PARTICULAR OR FAVORABLE CREDIT TERMS. THE Customer HAS THE RIGHT TO CONSULT AN INSURANCE AGENT TO DETERMINE WHETHER SIMILAR COVERAGE MAY BE OBTAINED AND AT WHAT COST. GAP BENEFITS MAY DECREASE OVER THE TERM OF THE CONSUMER CREDIT SALE OR CONSUMER LOAN.

Georgia: If Customer cancels this Addendum, Customer must provide the written cancellation request within ninety (90) days of the occurrence of the event terminating the Finance Agreement or within ninety (90) days of the Customer's decision to cancel the Addendum.

Illinois: A portion of the Addendum Retail Price that You pay for Your GAP coverage will be retained by the Dealer. If the Finance Agreement is a lease agreement, then pursuant to this Addendum, the Dealer/Assignee will waive the "gap amount" which is the difference between the amount owed by the lessee under the lease agreement in the event of a Total Loss of the Covered Vehicle prior to the end of the lease term occasioned by its theft or physical damage loss and the Actual Cash Value, or portion of the Actual Cash Value of the Covered Vehicle actually received by the lessor from the Primary Insurer. If no Primary Insurer exists, the Primary Insurer has been declared insolvent, or the Primary Insurance policy has either a stated value or a limit of liability that is less than the value of the Covered Vehicle, the retail value will be determined 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 Covered Vehicle's options, mileage and condition. The amount waived by the Dealer/Assignee pursuant to this Addendum will not include any deductible amount applicable to an insurance policy maintained by the lessee, or any past due amounts owed by the lessee or any other amount due because of the lessee's default.

Indiana: The sale of this Addendum is not permitted if the amount financed, less the cost of the Addendum, less the cost of credit insurance, and less the cost of warranties or service agreements is less than eighty (80%) percent of MSRP for a new vehicle or eighty (80%) percent of the NADA average retail value for a pre-owned vehicle. Customer may be able to obtain GAP coverage from their Primary Insurer. In the event the Finance Agreement is prepaid in full or otherwise terminated early, this Addendum will automatically terminate, and the Dealer is obligated to make a timely refund of the Addendum Retail Price according to the cancellation provisions of the Addendum. There is no obligation on the part of Customer to request a refund in the event of early termination of the Finance Agreement. There is no subrogation against the Customer. Customer may be responsible for the amount not covered by the Addendum. For additional information or complaints, contact: **Indiana Department of Financial Institutions at 800-382-4880 or by mail to 30 South Meridian Street, Suite 300, Indianapolis, IN 46204-2759.**

Kansas: Any clause requiring alternative dispute resolution (such as arbitration or mediation) to resolve any controversy related to this Addendum is not valid in Kansas. You may pursue any legal option available under state law. This Addendum follows the Finance Agreement if the Finance Agreement is sold or assigned with no subrogation rights against the Customer. Exclusion 4(B) is replaced in its entirety by the following language: Resulting directly from any fraudulent act by the Customer, family member or other person acting under the Customer's authority. **The GAP coverage provided by this Addendum may not cancel or waive the entire amount owing at the time of loss. Complaints:** Kansas consumers with complaints may contact the Office of the State Bank Commissioner, 700 S.W. Jackson #300, Topeka, KS 66603, <http://www.osbckansas.org/>.

Louisiana: Section 4(E) is deleted in its entirety and replaced with: "Due to freezing, mechanical/electrical breakdown or failure."

Maine: This Addendum may not be sold on a leased vehicle and/or in conjunction with a lease agreement. No cancellation fee will be charged due to cancellation or termination of this Addendum. Section 2, Definitions, the definition of "Covered Vehicle" is deleted in its entirety and replaced with the following: "Covered Vehicle" means the vehicle listed on the Registration Page, including all options and equipment, that is the subject of the Finance Agreement. Section 3(F) is deleted in its entirety. Section 4(L) is deleted in its entirety and replaced with the following: "If the Total Loss occurs prior to the Effective Date of this Addendum." In accordance with Section 7, Waiver Benefit Procedures (How to File a Claim), if Administrator requests additional documents from Customer or if Customer provides proof that he/she could not reasonably meet the applicable deadlines, the deadlines may be extended, as reasonably determined by Administrator. If the Dealer/Assignee reasonably has access to or is able to provide a required document listed in Section 7, Waiver Benefit Procedures (How to File a Claim), You will not be required to provide such documentation to the Administrator.

Maryland: The fifty thousand (\$50,000) dollar maximum Total Loss Waiver Benefit is not applicable. "Actual Cash Value" means the proceeds of any insurance maintained on the Covered Vehicle paid by the Primary insurer. If no Primary Insurer exists, the retail value will be determined by 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 Covered Vehicle's options, mileage and condition. "Primary Insurer" means a third party insurance company providing comprehensive/collision coverage on the Covered Vehicle. The "Unpaid Net Balance" shall not include 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 one thousand (\$1,000) dollars. Sections 3(A) and 3(B) are replaced in their entirety by the following: "This Addendum is only available on Finance Agreements with terms of eighty-four (84) months or less where the amount financed is less than or equal to one hundred fifty (150%) percent of NADA retail for a used vehicle as determined on the Addendum Effective Date. No coverage is provided if the term exceeds eighty-four (84) months or if the amount financed exceeds one hundred fifty (150%) percent. In the event a Customer receives an Addendum with a term exceeding eighty-four (84) months or if the amount financed exceeds one hundred fifty (150%) percent, no Waiver Benefit will be provided; however, Customer is entitled to a full refund of the Addendum Retail Price." Section 3(G) and Section 3(H) are deleted in their entirety and do not apply in Maryland. Section 4(I) is deleted in its entirety and replaced with: "Due to any acts occurring after the maturity date of the Finance Agreement, Assignee's/Lender's acceleration of the Finance Agreement or during or after the repossession of the Covered Vehicle after the redemption period has expired."

MINNESOTA: 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. This Addendum remains a part of the Finance Agreement upon the assignment, sale, or transfer of such Finance Agreement by the creditor or the creditor's designee.

NEVADA: 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.

New Hampshire: If the Finance Agreement is a lease agreement, then pursuant to this Addendum, the Dealer/Assignee will waive the "gap amount" which is the difference between the amount owed by the lessee under the lease agreement in the event of a Total Loss of the Covered Vehicle prior to the end of the lease term occasioned by its theft or physical damage loss and the Actual Cash Value, or portion of the Actual Cash Value of the Covered Vehicle actually received by the lessor from the Primary Insurer. If no Primary Insurer exists, the Primary Insurer has been declared insolvent, or the Primary Insurance policy has either a stated value or a limit of liability that is less than the value of the Covered Vehicle, the retail value will be determined using the nationally- or regionally-recognized guide, such as

TERMS AND CONDITIONS CONTINUED

National Automobile Dealers Association (NADA) or Kelley Blue Book (KBB), based on the best information available on the Covered Vehicle's options, mileage and condition. The amount waived by the Dealer/Assignee pursuant to this Addendum will not include any deductible amount applicable to an insurance policy maintained by the lessee, or any past due amounts owed by the lessee or any other amount due because of the lessee's default.

New Jersey: In the event of the cancellation or termination of this Addendum, the Assignee/Lender will provide, or will cause the Administrator or Dealer to provide, any refund due pursuant to the cancellation provisions of this Addendum within sixty (60) days of the cancellation or termination. In the event the Finance Agreement is terminated early, there is no obligation on the part of the Customer to request any refund due pursuant to the cancellation provisions of this Addendum.

Oregon: In the event the Finance Agreement is terminated early, the Assignee/Lender will initiate the refund of the Addendum Retail Price according to the cancellation provisions of the Addendum. There is no obligation on the part of the Customer to request this refund.

Pennsylvania: A portion of the charges You pay for Your GAP coverage will be retained by the Dealer.

South Carolina: THIS GAP WAIVER ADDENDUM WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL ADDENDUM RETAIL PRICE. The sale of this Addendum is not permitted if the amount financed, less the cost of the Addendum, less the cost of credit insurance, and less the cost of service contracts is less than eighty (80%) percent of MSRP for a new vehicle or eighty (80%) percent of the NADA average retail value for a used vehicle.

Tennessee: The cost of this Addendum is not regulated, and the Customer has the responsibility to determine whether the cost of the Addendum is reasonable in relation to the protection afforded by the Addendum. If Customer cancels this Addendum, Customer must provide the written cancellation request within ninety (90) days of the occurrence of the event terminating the Finance Agreement or within ninety (90) days of the Customer's decision to cancel the Addendum.

Utah: This Addendum remains a part of the Finance Agreement upon the assignment, sale, or transfer of such Finance Agreement by the creditor or the creditor's designee. This Addendum is subject to limited regulation by the **Utah Insurance Department. Complaints regarding this Addendum may be submitted to the Utah Insurance Department at 3110 State Office Building, Salt Lake City, UT 84114, (800) 439-3805.** The Arbitrator's decision may include an award of attorney's fees if allowed by state law, is binding upon both parties and may be entered as a judgment in any court of proper jurisdiction. Customer's failure to submit a written request for a Waiver Benefit within the time frame set forth in Section 7, Waiver Benefit Procedures (How to File a Claim), shall not invalidate Customer's claim if Customer demonstrates that it was not reasonably possible to submit a written request within the prescribed time and that Customer made such request as soon as reasonably possible.

Vermont: The Dealer must assign, sell or transfer, within fifteen (15) business days, the Finance Agreement to a financial institution/lender as defined in subdivision 11101(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 Addendum Retail Price.

Washington: This Addendum shall be void if any material fact(s) have been intentionally concealed or misrepresented, or in the case of fraud. This Addendum is not credit insurance, nor does it eliminate the borrower's obligation to insure the Covered Vehicle as provided by the laws of Washington. Purchasing a guaranteed asset protection waiver does not eliminate Customer's rights and obligations under vendor single-interest and collateral protection coverage laws of Washington.

West Virginia: Once Customer has initiated a request for a Waiver Benefit in accordance with Section 7, Waiver Benefit Procedures (How to File a Claim), and until such time as the request for a Waiver Benefit under this Addendum is resolved, the Addendum shall not be terminated or cancelled, nor shall a request for a Waiver Benefit under this Addendum be denied, by the Dealer, Assignee/Lender, Administrator, or any other party, solely due to the Customer's failure to make monthly payments owed for the Addendum Retail Price.

Wisconsin: This Addendum may be cancelled by You at any time. This Addendum will terminate upon the earliest of the following events: (a) cancellation by You; (b) payment in full of the Finance Agreement; (c) the expiration of any redemption period following the repossession or surrender of the Covered Vehicle; (d) Total Loss of the Covered Vehicle after a Waiver Benefit has been provided, or if it is determined that no Waiver Benefit will be provided. If cancellation or termination occurs within the first thirty (30) days of the Effective Date, You are entitled to a full refund of the Addendum Retail Price, or a full credit of the Addendum Retail Price plus the amount of any applicable finance charges. If cancellation or termination occurs after thirty (30) days from the Effective Date, You are entitled to a pro-rata refund of the unearned portion of the Addendum Retail Price. No cancellation fee will be charged due to cancellation or termination of this Addendum. However, in the event a Waiver Benefit has been provided, or if the term has expired, this Addendum will be deemed as fully earned, and no refund or credit will be due or paid to the Customer. Upon cancellation or termination of the Addendum, the Dealer or the Assignee/Lender, as applicable, will make an appropriate refund or credit of the Addendum Retail Price, or shall direct another appropriate party in writing to make the refund or credit, according to the cancellation provisions of this Addendum. The transfer fee is not applicable in Wisconsin. Customer will not be charged for the cost of any appraisal requested by the Administrator.

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ADMINISTRATOR WILL INVESTIGATE AND PROSECUTE ANY SUSPECTED FRAUDULENT CLAIMS TO THE FULLEST EXTENT OF THE LAW. ADMINISTRATOR WILL CANCEL ANY ADDENDUM THAT WAS SECURED BY THE CUSTOMER VIA FRAUDULENT OR MISREPRESENTATIVE STATEMENTS OR ACTIONS.