



# APPI Guaranteed Asset Protection (GAP) Addendum to Vehicle Finance Agreement

## APPI-GW

Last 8 of VIN \_\_\_\_\_

This is an Addendum to the vehicle Finance Agreement and is a part thereof. It is entered into between the Buyer and the Seller identified below. The Addendum provides specific benefits which are subject to the terms, conditions, eligibility, limitations and exclusions specified herein. Please carefully read this Addendum in its entirety for any term or condition that may prevent You from receiving the benefits provided hereunder.

BUYER			SELLER		SELLER NUMBER	
ADDRESS				ADDRESS		
CITY		STATE		ZIP		
CITY		STATE		ZIP		
HOME PHONE		BUSINESS PHONE		PHONE		CONTACT
YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER			CURRENT MILEAGE
FINANCIAL AGREEMENT		MSRP/NADA		FINANCIAL INSTITUTION		FINANCIAL AGREEMENT NUMBER
DATE		\$		ADDRESS		
<input type="checkbox"/> FINANCIAL AGREEMENT	<input type="checkbox"/> LEASE	TERM OF THE FINANCIAL AGREEMENT		ADDRESS		
SALES CONTRACT	IN MONTHS					
<input type="checkbox"/> NEW	<input type="checkbox"/> USED	AMOUNT FINANCED / LEASE CAP COST		CITY		STATE ZIP
\$						
GAP CONTRACT COST		FINANCE CHARGE	EFFECTIVE DATE		PHONE CONTACT	
\$	%					

### VEHICLE AND PROGRAM INFORMATION

SURCHARGE:	COMMERCIAL USAGE (available only for <i>motor vehicles</i> up to 15,000 GVWR) <i>Commercial usage surcharge not available for Finance Agreements with Ford Motor Credit Corporation</i>
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I hereby acknowledge that:

1. PURCHASE OF THIS GUARANTEED ASSET PROTECTION (GAP) ADDENDUM IS OPTIONAL AND NEITHER THE EXTENSION OF CREDIT, THE TERMS OF THE CREDIT, NOR THE TERMS OF THE RELATED MOTOR VEHICLE SALE OR LEASE MAY BE CONDITIONED UPON THE PURCHASE OF THE ADDENDUM.
2. I elect to purchase this Addendum for the amount shown below under "COST". The cost of the Addendum has been disclosed to me and I agree to pay that amount. I understand that I may wish to consult an insurance agent to determine whether similar coverage may be obtained and at what cost. I understand that I may obtain an Addendum from anyone I choose that is acceptable to the Financial Institution, and that GAP benefits may decrease over the term of the Finance Agreement.
3. In the event that Total Loss results in a deficiency between the Actual Cash Value of the Vehicle and the Finance Agreement's Outstanding Balance, then subject to the terms, conditions, eligibility, limitations and exclusions described herein, this Addendum will provide for the waiver of that deficiency up to fifty thousand dollars (\$50,000.00).
4. No coverage is provided for that portion of any deficiency resulting from the original amount financed exceeding 150% of the Vehicle's Manufacturer Suggested Retail Price ("MSRP") for new vehicles or 150% of the Vehicle's National Automobile Dealers Association Official Used Car Guide ("N.A.D.A. Guide") retail value for used vehicles on the Vehicle purchase date.
5. This Addendum does not apply to any Primary Insurance deductible over one thousand dollars (\$1,000.00) nor to any amounts not specifically covered under the terms and conditions of this Addendum.
6. THIS ADDENDUM DOES NOT PROVIDE AND IS NOT A SUBSTITUTE FOR BODILY INJURY, PROPERTY DAMAGE, LIABILITY, COMPREHENSIVE OR COLLISION INSURANCE AND DOES NOT COMPLY WITH ANY FINANCIAL RESPONSIBILITY LAW OR ANY OTHER LAW MANDATING MOTOR VEHICLE INSURANCE COVERAGE.

COST:	EFFECTIVE DATE:	TERM:
I have read and agreed to all the above conditions: X _____ Consumer Signature(s) Date		
X _____ Seller/Dealer/Lienholder/Lessor Signature Title Date		

**ADMINISTRATOR: ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC.**  
**PO BOX 232437, SAN DIEGO, CA 92193-3879**  
**BENEFIT REQUESTS (833) 412-2662, FAX (866) 778-1498**

TOP WHITE COPY - DEALER

YELLOW COPY - ADMINISTRATOR

PINK COPY - LENDER

BOTTOM WHITE COPY - CONSUMER

## SECTION 1 - GAP AGREEMENT

The Buyer and the Seller named on Page 1 hereby agree to amend the provisions of the Finance Agreement as follows: if the Vehicle is deemed a Total Loss, then the Seller agrees to waive the difference between: (a) the Outstanding Balance of the Finance Agreement on the Date of Loss; and (b) the Actual Cash Value on the Date of Loss. In addition, the Seller will waive up to one thousand dollars (\$1,000.00) towards to the Primary Insurance's carrier's deductible.

## SECTION 2 - LIMITATIONS

1. No coverage is provided for that portion of any deficiency resulting from the original amount financed exceeding 150% of the Vehicle's Manufacturer Suggested Retail Price ("MSRP") for new vehicles or 150% of the Vehicle's retail value according to the NADA Guide for used vehicles on the Vehicle purchase date.
2. This Addendum is not transferable to any other Vehicle or Finance Agreement.
3. This Addendum can only be purchased at the time the Finance Agreement is originally executed.
4. This Addendum is excess coverage over any Primary Insurance policy.
5. This Addendum does not provide coverage if the Finance Agreement is refinanced.

## SECTION 3 - EXPIRATION

This Addendum expires upon the earliest of:

1. the original scheduled termination date of the Finance Agreement;
2. the date of early termination of the Finance Agreement;
3. the Date of Loss (in the event of Total Loss);
4. the date of repossession of the Vehicle;
5. 84 months from the origination date of the Finance Agreement; or
6. The date of any term limitation set forth in **SECTION 5 - VEHICLE TYPE AND PROGRAM ELIGIBILITY**.

## SECTION 4 - DEFINITIONS

As used in this Addendum, the following terms shall have the meanings set forth below:

- **Actual Cash Value** means the value of the Vehicle on the Date of Loss as established by the Primary Insurance carrier. In the absence of Primary Insurance, Actual Cash Value shall mean shall mean retail value as determined using the current edition of the N.A.D.A. Guide. In the absence of Primary Insurance, the terms of this Addendum will remain the same. Adjustments will be made for prior unrepaired damage, mileage, usage, condition, applicable taxes or fees, and documented Vehicle options and accessories purchased at the time the Finance Agreement was executed. If it is determined that Your Primary Insurance carrier did not pay a fair Actual Cash Value and we provide You with evidence obtained in our research, You may be required to contact Your Primary Insurance carrier and request a higher payment.
- **Addendum** means this Guaranteed Asset Protection (GAP) Addendum to the Finance Agreement.
- **Commercial Usage** means utilization of the Vehicle for any commercial purpose. A Vehicle (automobile, van, or light truck) utilized and insured for commercial purpose is not eligible under this Addendum unless the commercial option has been purchased as indicated on the front page of this Addendum. A Vehicle registered to a business shall be deemed as being used for commercial purposes and must pay the Commercial Use Surcharge. Vehicles used for livery (including rideshare services like Lyft and Uber), delivery services, hire, rental, or as taxicabs are not eligible for coverage hereunder. Trailers, special commercial usage optional equipment, accessories, and body components are not covered.
- **Date of Loss** means the date on which the damage or theft occurred.
- **Delinquent Payment** means any amount as required by the original terms of the Finance Agreement that, as of the Date of Loss, has remained unpaid after the due date.
- **Equal Monthly Installment Method** means the presumption of equal monthly installments beginning no more than forty-five (45) days from the Vehicle purchase date and amortized over not more than eighty-four (84) months.
- **Finance Agreement** means the document(s) evidencing Your purchase or lease of the Vehicle with a period of not more than eighty four (84) months.
- **Finance Company** means the Seller, Finance Company or Lessor.
- **Outstanding Balance** means the amount in U.S. currency required to satisfy the Finance Agreement payoff as of the Date of Loss. The Outstanding Balance shall be determined based only on the amount You originally borrowed to purchase the Vehicle. Amounts added subsequent to the purchase of the Vehicle including but not limited to collateral protection insurance, unearned finance charges, rental expenses, taxes, Delinquent Payments, past due amounts, late charges, extensions of maturity, salvage, repossession expense, towing and storage are not included. The Outstanding Balance shall be reduced by any proceeds that can be recovered from the cancelling of any items, such as a service contract, credit insurance, or other similar items, that were included in the Finance Agreement. In the absence of Primary Insurance, the Outstanding Balance shall be reduced by any costs incurred in obtaining the appraisal or value of the Vehicle. The Outstanding Balance, at the Date of Loss, shall be determined by the lower of (1) the Finance Agreement original payment schedule or (2) the Equal Monthly Installment Method. If additional collateral is secured under the Finance Agreement, the described Vehicle shall bear a proportionate share of the total Outstanding Balance (in proportion to the amortized amount You originally borrowed directly related to Your purchase of the Vehicle).
- **Primary Insurance** means comprehensive and collision insurance coverage as required under the terms and conditions of the Finance Agreement or any third party insurance responsible for damage to the covered Vehicle.
- **Seller** means the entity from whom You purchased this Addendum or their assignee.
- **Territory** means the United States of America, its territories or possessions, and Canada.
- **Total Loss** means that the Vehicle is deemed a Total Loss by a Primary Insurance carrier due to an insured peril. In the event that Total Loss does not involve a settlement payment by a Primary Insurance carrier, the Vehicle shall be considered a Total Loss if (a) it has been involved in a collision or sustains major damage whereby the cost to repair the Vehicle exceeds ninety percent (90%) of the Actual Cash Value on the Date of Loss; or (b) if the Vehicle has been stolen and has not been recovered within thirty (30) days from the date of the original police report evidencing theft of the Vehicle.
- **Vehicle** means the motor vehicle described on Page 1 of this Addendum. The Vehicle must be used only in the Territory.
- **You, Your, Consumer** means the Purchaser, Buyer, Borrower or Lessee.

## SECTION 5 - VEHICLE TYPE AND PROGRAM ELIGIBILITY

1. This Addendum applies only to the Vehicle and the Vehicle buyer identified on the front page of this Addendum.
2. Coverage extends only to the Vehicle and Vehicle accessories included in the original Finance Agreement.
3. **Eligible Vehicles:** Automobiles, vans, or light trucks including vehicles used for personal and/or Commercial Usage and that have a maximum Gross Vehicle Weight Rating ("GVWR") of 15,000 lbs.
4. **This Addendum applies only if the amount financed under the Finance Agreement is less than or equal to one hundred thousand dollars (\$100,000.00).**
5. This Addendum applies only if the term of the Finance Agreement is less than or equal to eighty-four (84) months.
6. The maximum term of any lease, balloon Finance Agreement, or deferred payment Finance Agreement shall be no more than eighty-four (84) months. Leases, balloon Finance Agreements and deferred payment Finance Agreements will be converted to the Equal Monthly Installment Method.

## SECTION 6 – EXCLUSIONS

This Addendum shall be void if there have been any material facts withheld concealed or misrepresented or in the event of fraud. No deficiency will be waived under this Addendum with respect to Total Loss:

1. Occurring prior to Vehicle purchase date;
2. Resulting from DWI/DUI or any intentional act, forgery or any criminal or illegal, intentional, willful, reckless, negligent or wanton act committed by You or any authorized driver;
3. On any Vehicle used for emergency services or for any rare, exotic, unusual, limited-production, one-of-a-kind, kit, or customized Vehicle;
4. Due to confiscation, forfeiture, seizure, or destruction of the Vehicle by any governmental authority or public official;
5. If the Primary Insurance carrier settlement is equal to or greater than the Outstanding Balance;
6. Resulting from any civil commotion, disturbance, riot, or action taken by any governmental authority in dealing with such;
7. Resulting from the Vehicle being operated, used, or maintained in any race, speed, or other contest;
8. Resulting from nuclear reaction or radiation or radioactive contamination;
9. Resulting from Total Loss to the covered Vehicle caused by or resulting from the following: wear and tear, gradual deterioration, obsolescence, rust, corrosion, latent defect, inherent defect, freezing, overheating; any repairing, restoration or remodeling process; structural, mechanical or electrical breakdown or failure unless fire or other accident ensues and then only for physical loss or damage by such ensuing fire or accident;
10. For any Vehicle held as collateral for any purpose other than purchase of the Vehicle; or
11. Any loss other than a Total Loss.

**NOTE:** In addition, there shall be no coverage for any benefits, including the Primary Insurance deductible waiver, under this Addendum unless there is a deficiency paid.

## SECTION 7 - CANCELLATION

1. You may cancel this Addendum at any time prior to the occurrence of a Total Loss by mailing or delivering written notice of cancellation request to the Seller/Finance Company or to the Administrator.
2. If this Addendum is cancelled within thirty (30) days of the date of purchase, then You will receive a full refund.
3. If this Addendum is cancelled after thirty (30) days from the date of purchase, then the refund will be calculated using the pro rata refund method based on the number of elapsed months, less a fifty dollar (\$50.00) cancellation fee, unless otherwise indicated in **SECTION 10 - STATE PROVISIONS**.
4. The Finance Company will be named as payee on any refund of this Addendum unless the Administrator is provided with written documentation stating the Finance Agreement has been paid in full.
5. This Addendum will not be reinstated after a cancellation has been processed.
6. If the Seller/Finance Company cancels this Addendum, within thirty (30) days of the date of purchase, then a full refund will be paid. After thirty (30) days, the refund will be prorated based on the number of elapsed months. You will receive written notice of cancellation which will state the effective date of cancellation. The Addendum will terminate on that date.
7. If You are cancelling this Addendum due to early termination of the Finance Agreement, You must provide a written request to the Seller/Finance Company or the Administrator within ninety (90) days of the occurrence of the event terminating the Finance Agreement.
8. In the event of Total Loss of the Vehicle, the Addendum purchase price shall be considered fully earned and no refund will be made regardless of whether a deficiency amount is waived hereunder.

## SECTION 8 - ASSIGNMENT

The Finance Company shall have the right to assign its right(s), title, and interests in this Addendum at any time. Assignment of the Finance Agreement by the Finance Company shall not in any way affect the terms and conditions of this Addendum. This Addendum is void should You transfer the Vehicle to any third party. This Addendum is for the sole benefit of the Buyer described on page 1 and cannot be assigned or transferred to any finance company or other person including any subsequent owner of the Vehicle.

## SECTION 9 – BENEFIT REQUEST PROCEDURE

1. In the event of Total Loss, it is Your responsibility to keep Your account current until the Finance Agreement's Outstanding Balance has been settled.
2. In the event of theft of the Vehicle, You must report the theft to the appropriate law enforcement agency within twenty-four (24) hours of Your discovery of the theft.
3. You must provide the following documentation to the Administrator within ninety (90) days of the Primary Insurance carrier's settlement. If there is no Primary Insurance coverage in place on the Date of Loss, then all documentation must be submitted within ninety (90) days of the Date of Loss. All documentation must be complete, legible, and submitted within the time frame described herein. Your failure to submit the required documentation within the required the time frame may result in denial of the benefit request.
  - a. A complete copy of the Finance Agreement and complete copy of this Addendum;
  - b. A copy of the Finance Agreement's complete payment history detailing the date each payment was made and the amount of each payment;
  - c. A copy of any documents from the Primary Insurance carrier evidencing the Actual Cash Value of the Vehicle on the Date of Loss including any taxes, fees, or deductibles used in calculation of the settlement as well as an evaluation report of the Vehicle. If there is no Primary Insurance coverage in place on the Date of Loss, and the Vehicle has sustained major

damage, then You must submit an itemized estimate of damages from a commercial automotive body repair facility. The cost of the estimate is Your responsibility.

- d. A copy of any refund checks for the cancellation of credit life insurance, credit disability insurance, a vehicle service contract, an extended warranty, a car care agreement or other add-on items that were financed in the Finance Agreement. You are required to submit requests for cancellation on any cancelable products included on Your Finance Agreement;
- e. A copy of the Primary Insurance carrier's settlement statement and check;
- f. A police report; and
- g. Any other documentation that may be reasonably requested by the Administrator to adjudicate the benefit request.

**ADMINISTRATOR: ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC.**

**PO BOX 232437, SAN DIEGO, CA 92193-3879, BENEFIT REQUESTS (833) 412-2662, FAX (866) 778-1498**

**SECTION 10 - STATE AND FINANCE COMPANY PROVISIONS**

- **Ford Motor Credit Company:** If Ford Motor Credit Company is the Finance Company the following items are amended:
  - **Commercial Usage** coverage is not available.
  - **SECTION 5 - VEHICLE TYPE AND PROGRAM ELIGIBILITY** item #3 is deleted and replaced with the following: *"Eligible Vehicles: Automobiles, vans, or light trucks used for personal use that have a maximum Gross Vehicle Weight Rating ("GVWR") of 12,500 lbs."*
- **Alabama** – The purchase price of this Addendum is not regulated by state law. It is Your responsibility to determine whether the purchase price of this Addendum is reasonable in relation to its potential benefit. This Addendum terminates on the date Your Finance Agreement is paid in full (including as a result of refinancing Your Finance Agreement), on the scheduled termination date of Your Finance Agreement or upon the expiration of any redemption period following the repossession or surrender of the Vehicle, whichever is sooner. In the event of the early termination of Your Finance Agreement, any cancellation refund of this Addendum will be provided, within sixty (60) days, without requiring You to apply for a refund or request cancellation.
- **Alaska** - The \$1,000 coverage towards the deductible the Primary Insurance Carrier deducts from their settlement amount does not apply if this Addendum was purchased in Alaska.
- **Arkansas** - In order to receive any refund due in the event of Your cancellation of this Addendum or the early termination of the Finance Agreement after this Addendum has been in force for thirty (30) days, You must provide Us with a written request for cancellation of this Addendum within ninety (90) days of Your decision to cancel or of the occurrence of the event terminating the Finance Agreement.
- **California** – Deficiency means the Outstanding Balance due pursuant to Your Finance Agreement on the Date of Loss after credit for money received from the Primary Insurance carrier or third party liability insurer less any insurance deductible up to \$1,000. If there is no payment from a Primary Insurance carrier or third party liability insurer, then the Deficiency means the difference between the Actual Cash Value of the Vehicle and the Outstanding Balance due pursuant to Your Finance Agreement on the Date of Loss. Actual Cash Value means the retail value as defined in the current National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide.
- **Colorado** – **You may cancel this Addendum for any or no reason within thirty (30) days after purchase and receive a full refund of the premium, so long as no loss or event covered by the Addendum occurred. The maximum fee that may be charged for this Addendum cannot exceed \$300 or 2% of the amount financed, whichever is higher.** **SECTION 7 – CANCELLATION** is amended to delete the cancellation fee. **SECTION 9 – BENEFIT REQUEST PROCEDURE** is amended to allow ninety (90) days from the Primary Insurance carrier's date of settlement or ninety (90) days from the date the Finance Company notifies You of any deficiency balance owed, whichever is later, in which to submit documents whether or not the Total Loss involves a settlement payment by a primary insurance carrier. In the event of the early termination of Your Finance Agreement, any cancellation refund of this Addendum will be provided without requiring You to apply for a refund or request cancellation. **"ACCEPTANCE"** item #4 and **SECTION 2 – LIMITATIONS, item #1** are deleted.
- **Georgia** – In order to receive any refund due in the event of Your cancellation of this Addendum or the early termination of the Finance Agreement after this Addendum has been in force for thirty (30) days, You must provide Us with a written request for cancellation of this Addendum within ninety (90) days of Your decision to cancel or of the occurrence of the event terminating the Finance Agreement. The effective date of any cancellation may be no earlier than ninety (90) days prior to the date such written notice is received by the Administrator.
- **Illinois** – There is no deductible coverage available for Vehicles leased in Illinois.
- **Indiana** – If the amount financed, less the cost of this Addendum, the cost of credit insurance, and the cost of service contracts is less than 80% of the manufacturer suggested retail price (MSRP) for a new vehicle or the National Automobile Dealers Association (NADA) average retail value for a used vehicle, then the Finance Agreement is not eligible for this Addendum. **SECTION 7 – CANCELLATION** is amended to delete the cancellation fee.
- **Kansas** – If You have any questions or complaints regarding this Addendum, You may contact the Office of the State Bank Commissioner, 700 S.W. Jackson #300, Topeka, KS 66603, (785) 296-2266 or toll free at 1-877-387-8523. **GAP COVERAGE MAY NOT CANCEL OR WAIVE THE ENTIRE AMOUNT OWING AT THE TIME OF LOSS.**
- **Louisiana** – **SECTION 6 – EXCLUSIONS**, Exclusion #2 is deleted and replaced with the following: "Resulting from DWI/DUI, forgery or any criminal or illegal act committed by You or any authorized driver." **SECTION 6 – EXCLUSIONS**, Exclusion #9 is deleted and replaced with the following: "Resulting from Total Loss to the covered Vehicle caused by or resulting from the following: obsolescence, latent defect, inherent defect, freezing, overheating; any repairing, restoration or remodeling process; structural, mechanical or electrical breakdown or failure unless fire or other accident ensues and then only for physical loss or damage by such ensuing fire or accident." **SECTION 7 – CANCELLATION** is amended to delete the cancellation fee. The extender of credit hereby agrees, by acceptance of this Addendum as an amendment to the Finance Agreement 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 Finance Agreement and the Actual Cash Value of Your Vehicle as of the Date of Loss of Your Vehicle.
- **Maine** – In order to receive any refund due in the event of Your cancellation of this Addendum or the early termination of the Finance Agreement after this Addendum has been in force for thirty (30) days, You must provide Us with a written request for cancellation of this Addendum within ninety (90) days of Your decision to cancel or of the occurrence of the event terminating the Finance Agreement. This Addendum is not available for leased vehicles. **SECTION 7 – CANCELLATION** is amended to delete the fifty dollar (\$50.00) cancellation fee. **SECTION 9 – BENEFIT REQUEST PROCEDURE** is amended to include the following: (1) Your benefit request will not automatically be denied for failure to submit documentation within the applicable timeframe if You provide a reasonable justification for the delay; and

(2) If the Administrator requests additional documentation following Your initial submission of documentation, then We will extend the timeframe for document submission by a reasonable amount.

- **Maryland – SECTION 5 - VEHICLE TYPE AND PROGRAM ELIGIBILITY**, Item #6 is deleted. Finance Agreements with unequal payments or non-uniform payments (deferred first payments that are made within forty (45) days of the Vehicle purchase date are acceptable) are not eligible under this Agreement. **The \$50,000 maximum deficiency benefit is not applicable. “Actual Cash Value” means the retail value of the Vehicle on the Date of Loss prior to its physical damage or theft, as determined by the Primary Insurance carrier.** If there is no Primary Insurance carrier on the Date of Loss, the retail value will be determined by the Administrator using the most current National Automobile Dealers Association (NADA) valuation guide based on the best information available on the Vehicle’s options, mileage and condition. The “Outstanding Balance” shall not include delinquent or deferred Payments, past due charges, late payment charges, unearned interest, unearned rental payments, the portion of any finance 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. The following is added and supersedes any provision herein to the contrary “This Addendum is only available for Financial Agreements with terms of eighty-four (84) months or less where the amount financed is less than or equal to 150% of the MSRP for a new vehicle or the NADA retail value on the vehicle purchase date for a used vehicle. This Addendum does not provide coverage if the Finance Agreement term exceeds eighty four (84) months or if the amount financed exceeds 150% and no benefit will be provided. However, You are entitled to a full refund of the Addendum purchase price. “ACCEPTANCE” item #4, **SECTION 2 – LIMITATIONS and SECTION 9 – BENEFIT REQUEST PROCEDURE**, item # 3(g) are deleted.
- **Michigan** – You must provide a written request for a refund due under this Finance Agreement within ninety (90) days after cancellation of this Agreement or within ninety (90) days of the occurrence of the event terminating Your Finance Agreement. The effective date of any cancellation may be no earlier than ninety (90) days prior to the date such written notice is received by the Program Administrator.
- **Minnesota: The Addendum is optional. You do not have to purchase this product in order to buy or lease this motor Vehicle. You also have a limited right to cancel.**
- **Mississippi** - In order to receive any refund due in the event of Your cancellation of this Addendum or the early termination of the Finance Agreement after this Addendum has been in force for thirty (30) days, You must provide Us with a written request for cancellation of this Addendum within ninety (90) days of Your decision to cancel or of the occurrence of the event terminating the Finance Agreement.
- **Missouri** - Vehicles must have a MSRP/NADA retail value in excess of seven thousand five hundred dollars (\$7,500.00) to qualify under this Addendum. **SECTION 7 – CANCELLATION** is amended to delete the cancellation fee.
- **Montana** – In order to receive any refund due in the event of Your cancellation of this Addendum or the early termination of the Finance Agreement after this Addendum has been in force for thirty (30) days, You must provide Us with a written request for cancellation of this Addendum within ninety (90) days of Your decision to cancel or of the occurrence of the event terminating the Finance Agreement.
- **Nebraska** –This Addendum is not insurance and is not regulated by the Department of Insurance. In order to receive any refund due in the event of Your cancellation of this Addendum or the early termination of the Finance Agreement after this Addendum has been in force for thirty (30) days, You must provide Us with a written request for cancellation of this Addendum within ninety (90) days of Your decision to cancel or of the occurrence of the event terminating the Finance Agreement. This Addendum remains a part of the Finance Agreement upon the assignment, sale or transfer of such Finance Agreement by the Dealer/Financial Institution.
- **Nevada - ADDITIONAL PROVISIONS FOR NEVADA ADDENDUM HOLDERS**
  - **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.**
- **North Carolina** – Any cancellation refund owed to You for any reason may be applied by Us to the Outstanding Balance on Your Finance Agreement. In the event that the Finance Agreement is terminated, cancellation shall be made by providing a written request to Us or the GAP Administrator within ninety (90) days of the event terminating the Finance Agreement.
- **North Dakota** - In order to receive any refund due in the event of Your cancellation of this Addendum or the early termination of the Finance Agreement after this Addendum has been in force for thirty (30) days, You must provide Us with a written request for cancellation of this Addendum within ninety (90) days of Your decision to cancel or of the occurrence of the event terminating the Finance Agreement.
- **New Hampshire** - If You cancel this GAP Addendum because the Finance Agreement is terminated, You must request cancellation within 90 days of the termination of the Finance Agreement.
- **Oregon** – This Addendum is not insurance and is not subject to the provisions of the Oregon Insurance Code. **The purchase price of this Addendum cannot exceed 5% of the amount financed under the Finance Agreement.** In the event of the early termination of Your Finance Agreement, any cancellation refund of this Addendum will be provided without requiring You to apply or submit a request for the refund. **SECTION 7 – CANCELLATION** is amended to delete the cancellation fee.
- **Pennsylvania** – A portion of the charges You pay for Your GAP coverage will be retained by the Seller.
- **South Carolina** – **THIS ADDENDUM IS NOT REQUIRED TO OBTAIN CREDIT, NOR TO OBTAIN CERTAIN TERMS OF CREDIT OR TO PURCHASE THE RELATED MOTOR VEHICLE. THIS ADDENDUM WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST.**
  - This Addendum is not insurance and does not take the place of collision, comprehensive, or any other form of insurance on the Vehicle.
  - If the amount financed, less the cost of this Addendum, the cost of credit insurance, and the cost of service contracts is less than 80% of the manufacturer suggested retail price (MSRP) for a new vehicle or the National Automobile Dealers Association (NADA) average retail value for a used vehicle, then the Finance Agreement is not eligible for this Addendum.
  - **SECTION 7 – CANCELLATION** is amended to delete the cancellation fee.
  - If You cancel this GAP Addendum because the Finance Agreement is terminated, You must request cancellation within 90 days of the termination of the Finance Agreement.

- If You cancel this Addendum and the purchase price of the Addendum was not financed, You will have the option to either receive a refund of the unearned purchase price directly or to have the refund applied to reduce the amount owed under the Finance Agreement.
- **Tennessee** – The purchase price of this Addendum is not regulated by state law. It is Your responsibility to determine whether the purchase price of this Addendum is reasonable in relation to its potential benefit. After this Addendum has been in force for thirty (30) days, in order to receive a refund due in the event of Your cancellation or the early termination of this Addendum, You must request a refund within ninety (90) days of the occurrence of Your decision to cancel or the event terminating the Finance Agreement by providing Us with a written request for cancellation and refund.
- **Utah** – This Addendum is subject to limited regulation by the Commissioner of Insurance. If You have a complaint related to this Addendum, You may contact the Utah Insurance Department at (800) 439-3805. In order to receive any refund due in the event of Your cancellation of this Addendum or the early termination of the Finance Agreement after this Addendum has been in force for thirty (30) days, You must provide Us with a written request for cancellation of this Addendum within ninety (90) days of Your decision to cancel or of the occurrence of the event terminating the Finance Agreement.
- **Vermont** - We must assign, sell, or transfer 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 within 15 business days or this Addendum is void and You will receive a full refund of the purchase price of this Addendum.
- **Virginia** - In order to receive any refund due in the event of Your cancellation of this Addendum or the early termination of the Finance Agreement after this Addendum has been in force for thirty (30) days, You must provide Us with a written request for cancellation of this Addendum within ninety (90) days of Your decision to cancel or of the occurrence of the event terminating the Finance Agreement.
- **Washington** – THIS ADDENDUM IS NOT CREDIT INSURANCE, NOR DOES IT ELIMINATE YOUR OBLIGATION TO INSURE THE VEHICLE AS PROVIDED BY THE LAWS OF WASHINGTON. PURCHASING THIS ADDENDUM DOES NOT ELIMINATE YOUR RIGHTS AND OBLIGATIONS UNDER WASHINGTON'S VENDOR SINGLE-INTEREST AND COLLATERAL PROTECTION COVERAGE LAWS. IF THIS ADDENDUM WAS INCLUDED IN THE FINANCING OF THE VEHICLE, THEN ANY REFUND OF THE ADDENDUM PURCHASE PRICE MAY BE APPLIED BY THE CREDITOR AS A REDUCTION OF THE OVERALL AMOUNT OWED UNDER THE FINANCE AGREEMENT, RATHER THAN APPLYING THE REFUND STRICTLY TO THE PURCHASE PRICE OF THE ADDENDUM. IN ORDER TO RECEIVE A REFUND DUE IN THE EVENT OF YOUR CANCELLATION OR THE EARLY TERMINATION OF THIS ADDENDUM, YOU MUST REQUEST A REFUND WITHIN NINETY (90) DAYS OF THE OCCURRENCE OF YOUR DECISION TO CANCEL OR THE EVENT TERMINATING THE FINANCE AGREEMENT BY PROVIDING US WITH A WRITTEN REQUEST FOR CANCELLATION AND REFUND.
- **West Virginia** – In order to receive any refund due in the event of Your cancellation of this Addendum or the early termination of the Finance Agreement after this Addendum has been in force for thirty (30) days, You must provide Us with a written request for cancellation of this Addendum within ninety (90) days of Your decision to cancel or of the occurrence of the event terminating the Finance Agreement.