

GAP Addendum Purchase Date: MONTH DAY YEAR

GAP ADDENDUM

	ADN	/INISTRATIVE OFFICE (866) 660	-7003	
Customer/Borrower Informe	ation:			
LAST NAME	FIRST NAME	PHONE	EMAIL	
ADDRESS			TY	STATE ZIP CODE
Co- Customer/Borrower Info LAST NAME	ormation: FIRST NAME	PHONE	EMAIL	
ADDRESS		CI	I TY	STATE ZIP CODE
Dealer/Creditor Information	1:	·		
DEALER/CREDITOR ID# D	EALERSHIP NAME			PHONE
ADDRESS		CI	TY	STATE ZIP CODE
Vehicle Information:				
VIN	YEAR	MAKE	MO	DEL
MSRP/J.D. POWER	AMOUN	T FINANCED/CAP COST	VEHICLE P	URCHASE PRICE APR%
This GAP Addendum (Addendum assignment, sale, or transfer of th nstitution/Lender . Although not	NDER INFORMATION (NAME &) amends the Financing Contract. The e Financing Contract. This Addend required to do so, You have elected	his Addendum forms a part of the Fi um is an agreement between the Cu to participate in Our , or if assigned	nancing Contract and remaistomer/Borrower and the Istomer/Borrower and the	ERM (MONTHS)
nail, or by a means of notice tha hirty (30) days of the assignmen ACKNOWLEDGE AND AGREE THA YOUR ABILITY TO OBTAIN ANY P	at You previously agreed to with the it. ENROLLMENT IS AVAILABLE ON T YOUR ACCEPTANCE OF THIS ADD	e Dealer/Creditor or the Financial LY AT THE TIME THE FINANCING CO ENDUM IS VOLUNTARY AND IS NO	Institution/Lender in com ONTRACT IS ORIGINALLY E T REQUIRED IN ORDER FOI	ress, shall be provided to You in person or I nection with the Financing Agreement with XECUTED. BY YOUR SIGNATURE BELOW, YO R YOU TO OBTAIN CREDIT, DOES NOT IMPAG RELATED SALE OF THE COVERED VEHICLE.
NO ONE CAN MAKE YOU B GET CERTAIN FINANCING 1	BUY A GAP ADDENDUM OR A	ANY OTHER OPTIONAL ADD	ON PRODUCTS OR S	S OR SERVICES. IT IS OPTIONAL. ERVICES TO GET FINANCING, TO WFUL TO REQUIRE OR ATTEMPT OR SERVICES.
x		x		
CUSTOMER/BORROWER SIG	NATURE DA		R SIGNATURE	DATE
		JR TOTAL LOSS TO THE GAP AD TRATOR: ASCENT ADMINISTRAT		

360 South Smith Road • Tempe, AZ • 85281 • 866-660-7003

PROGRAM LIMITS							
Maximum Finance Benefit Limit	Term of GAP Equals Term	Maximum Limit of Coverage:	Maximum Amount Financed Limit:	Finance Instrument:			
150% MSRP/J.D. Power	of Financing Contract	\$50,000	\$125,000	Financing Contract			

DISCLOSURES:

- You acknowledge that You have read and understand this Addendum and its provisions.
- In the event of a Constructive Total Loss to the Covered Vehicle, the Benefit will be waived pursuant to all terms and conditions of the Addendum.
 You will remain responsible for payment of any items not included in the Benefit. This Addendum only provides a benefit if You owe more than the Vehicle is worth at the time of Constructive Total Loss and the terms of this Addendum are satisfied.
- GAP does not take the place of insurance on the Covered Vehicle. This Addendum is not considered insurance and is not a substitute for collision or property damage insurance on the Covered Vehicle. You are responsible for maintaining collision and comprehensive insurance for the full value of the Covered Vehicle, and any other insurance required by the Financing Contract or applicable law. You are responsible for all notifications or claims that are required to be filed with Your automobile insurance company. We, or if assigned, the Financial Institution/Lender, will not process or handle Your insurance claims for You.
- This coverage may decrease over the term of Your Financing Contract and may not extend for the full term of Your Financing Contract. You may wish to consult an insurance agent or alternative source to determine whether similar coverage may be obtained and at what cost.
- No other verbal representations have been made to You that differ from these written provisions.
- If You purchase GAP from this Dealer/Creditor, You understand that the Dealer/Creditor may retain all or a portion of the charge paid by You. You should carefully read this Addendum for additional information on eligibility, requirements, conditions, and exclusions that could prevent You from receiving benefits under this Addendum.

TERMINATION OF ADDENDUM: This Addendum will terminate on the date that one of the following events occur: 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 Covered Vehicle; 4. in the event of a Constructive Total Loss of the Covered Vehicle; or 5. the date the Financing Contract is prepaid or the Financing Contract is refinanced. In the event of early termination of the Financing Contract or Addendum, it is Your responsibility to notify the Financial Institution/Lender, Dealer/Creditor or Administrator, in writing, to request a refund/credit of the Addendum Cost. Refunds will be issued through the Dealer/Creditor from whom the Addendum was purchased or through the Financial Institution/Lender. In the event of Constructive Total Loss and a Benefit is waived, the Addendum will be deemed as fully earned and no refund will be due.

YOUR RIGHT TO CANCEL: You have the unconditional right to cancel this optional Addendum for any reason or for no reason, for a refund/credit of the unearned portion of the Addendum Cost 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 receive a full refund/credit of the Addendum Cost, provided no benefit has been waived. After thirty (30) days, You will receive a refund/credit of the Addendum Cost, provided no benefit has been waived. After thirty (30) days, You will receive a refund/credit of the Addendum Cost calculated by the pro rata method, or by the refund method as may be required by state or federal law, less a fifty dollar (\$50.00) cancellation fee (Cancellation fee not applicable in all states. Please reference State Disclosures). To cancel the Addendum and request a refund/credit, You must contact the Dealer/Creditor, Financial Institution/Lender, or Administrator, in writing, at the address shown above. If You do not receive the refund/credit within sixty (60) days of notice of cancellation/termination, contact the Administrator. In the event of a cancellation, the Financial Institution will be named as payee on all refunds and sole payee on a repossession refund. There is no right to cancel if a benefit has already been provided.

ASSIGNMENT: This Addendum will remain a part of the Financing Contract if the Financing Contract or lease is assigned, sold or transferred by the Dealer/Creditor or Financial Institution/Lender.

LOSS DOCUMENT PROCEDURES: In the event of a Constructive Total Loss, You must notify and provide all of the following, if applicable, to Our Administrator: 1. a complete copy of the primary insurance settlement, including the valuation report; 2. a copy of the original Financing Contract and this Addendum; 3. If applicable, a copy of Your automobile insurance policy; 4. a copy of the payoff from the Financial Institution/Lender as of the Date of Loss; 5. if applicable, a copy of the insurance settlement check; 6. police report, in the case of a Constructive Total Loss when there is no Primary Carrier insurance coverage. If a police report is not provided, a claim may be denied; and 7. any additional reasonable documentation requested by Our Administrator or Us (where applicable, see State Disclosures). The Administrator will not obtain this information for You. A Benefit request must be submitted and all required documentation provided to the Administrator within ninety (90) days of settlement by Your Primary Carrier. If You do not have primary insurance coverage in effect on the Date of Loss, the Administrator must receive this documentation within ninety (90) days from the Date of Loss. No Benefit will be waived under this Addendum if this documentation is not provided to the Administrator within this stated time period. Reasonable access must be provided to the Covered Vehicle for inspection if required.

DEFINITIONS

Actual Cash Value (ACV) – The retail value of the Covered Vehicle, on the Date of Loss, as listed in a national or regional guide, such as J.D. Power Official Used Car Guide. If the retail value is not listed in the J.D. Power Official Used Car Guide, the Administrator may use an equivalent national or regional guide for the territory in which the Covered Vehicle is principally garaged. For a Covered Vehicle which has no retail value available, or is located in territories where J.D. Power or an equivalent national or regional guide is not customarily used, ACV will be determined using the best information available to Our Administrator, or which the Administrator reasonably believes accurately reflects the retail value of the Covered Vehicle and is customarily used as the basis for establishing ACV for Covered Vehicle in the territory of the Covered Vehicle location.

Administrator – The Administrator for this Addendum is: Ascent Administration Services, LLC, 360 South Smith Road, Tempe, Arizona 85281, Telephone: 866-660-7003

Benefit – The amount which the Dealer/Creditor is obligated to waive subject to the terms and conditions of this Addendum.

Commercial Vehicle – A **Commercial Vehicle** is defined as: any vehicle used for the business purpose of providing rideshare services (Uber, Lyft, etc.), farming or ranching, pushing, pulling, or hauling material of any kind (except in a towing/wrecker service capacity), route work, job site activities, service or repair work, or has been issued commercial plates in the state in which it is titled, or is used for a commercial enterprise. Vehicles used commercially for snow removal must be equipped with factory installed or factory authorized snowplow package. Usage must not exceed manufacturer's ratings and/or limitations. **Constructive Total Loss** – The theft of, or accidental damage to, a **Covered Vehicle** which meets one of the following criteria: (a) The **Covered Vehicle** is declared a total loss by a **Customer/Borrower's Primary Carrier**; (b) No **Primary Carrier** coverage exists and the **Covered Vehicle** is stolen and not recovered **AAS GAP PS 01/2024**

within thirty (30) days after the date of theft and remains unrecovered at the time of notification of loss to **Us** (a police report must be provided); or (c) No **Primary Carrier** coverage exists and the total cost to repair the **Covered Vehicle** is greater than or equal to its **Actual Cash Value**. In the case there is no **Primary Carrier** coverage, the **Collateral** must be available for inspection with reasonable advance notice by the **Dealer/Creditor**, the **Financial Institution**, or any **Administrator** of the **Addendum** to determine if the **Covered Vehicle** is a **Constructive Total Loss**, except in the case of theft. **You** will not be held responsible for any inspection cost.

Covered Vehicle – The vehicle selected on the Schedule page of this **Addendum** and as described in the **Financing Contract**, utilized for personal purposes. This definition is subject to the Exclusions provisions.

Customer/Borrower (I, You or Your) – The natural person(s) named in the Financing Contract receiving a Financing Contract from the Financial Institution/Lender.

Date of Loss – The date on which Covered Vehicle is reported stolen or incurs physical damage that is severe enough to constitute a Constructive Total Loss. Dealer/Creditor (We, Us, or Our) – The entity originating the Financing Contract and who may assign, sell, or transfer the Financing Contract to a Financial Institution/Lender.

Financing Contract – The contract which represents the financing agreement between the Financial Institution/Lender and Customer/Borrower for the purchase or lease of the Covered Vehicle, and which explains the terms, conditions, inception date, and expiration date of the Financing Contract. Financial Institution/Lender – The entity to which Your Financing Contract is sold, assigned or transferred.

Net Payoff – Subject to the limitations set forth below, the amount due to Us, or if assigned, the Financial Institution/Lender, as of the Date of Loss. Notwithstanding any provision of Your Financing Contract, Net Payoff shall not include any currently due and unpaid monthly payments, unearned finance charges/interest or lease charges, charges arising from Your failure to perform any term or condition of the Financing Contract, or any fees or amounts charged in connection with the early termination of the Financing Contract. Net Payoff shall also be reduced by any other amounts We, or if assigned, the Financial Institution/Lender, receive and apply against Your Financing Contract balance after the Date of Loss, such as refunds from optional vehicle

Primary Carrier – The insurance company that is selected by the Customer/Borrower to provide physical damage coverage on the Covered Vehicle.

Self-financed – A Financing Contract that is funded and retained by the selling dealer or an affiliate.

Territory – This coverage applies only to waivable losses sustained while the **Covered Vehicle** is: 1. within the United States of America (U.S.), its territories or possessions; 2. Canada 3. being transported between any of the previously stated.

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

Waivable Loss – The difference between the Net Payoff and the Primary Carrier settlement but not to exceed \$50,000. Waivable Loss includes the amount of Your physical damage deductible on the Primary Carrier's policy up to \$1,000. In the event that there is no Primary Carrier coverage in effect on the Date of Loss, or if the Primary Carrier is declared insolvent, We will only waive the difference between the Net Payoff as of the Date of Loss and the ACV.

CONDITIONS

Exclusions - This Addendum will not provide coverage for loss:

protection and payment protection programs.

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

1. When a **Date of Loss** is prior to the date of the **Addendum**.

2. For any amounts deducted from the insurance carrier's settlement due to normal wear and tear, unpaid insurance premiums, salvage, towing, and storage.

- 3. A **Covered Vehicle** utilized for commercial purposes as defined: any vehicle that the Gross Vehicle Weight (GVW) exceeds 12,500 lbs., is used for the purpose of commercial rental, taxi, limousine or shuttle, towing/wrecker service; a vehicle equipped with a dump bed, cherry picker, lifting or hoisting equipment; or police, emergency service, or a vehicle with a municipal tag; Vehicles used for prearranged or organized racing or competitive driving.
- 4. When a **Constructive Total Loss** occurs during or after confiscation of **Covered Vehicle** by a government body or public official.

5. When a Constructive Total Loss is caused by theft when there is no Primary Carrier insurance coverage and where a police report has not been filed.

6. When a **Constructive Total Loss** is a result of being operated, used, or maintained in any race, speed contest, or other contest.

7. When a **Constructive Total Loss** occurs during or after the **Covered Vehicle** has been repossessed by a **Financial Institution/Lender** or placed in the **Financial Institution/Lender** or its employee's or agent's possession.

8. When a **Constructive Total Loss** results directly or indirectly from any fraudulent, deceptive, illegal, or criminal act by **You**, whether acting alone or in collusion with others.

9. When a **Constructive Total Loss** may reasonably be expected to result from intentional or criminal acts of a **Customer/Borrower** or their permissive user while committing a felony, including but not limited to DUI/DWI, or while seeking to elude lawful apprehension or arrest by a law enforcement official. No **Benefit** will be waived until the charge has been dismissed or adjudicated not guilty.

10. Unless a **Constructive Total Loss** occurs within: 1. the United States of America, its territories, or possessions; 2. Canada; or 3. being transported between any of the previously stated.

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

1. When the **Customer/Borrower** purchased coverage after the effective date of the **Financing Contract**.

2. The following vehicles which are excluded from coverage: Aston Martin, Bentley, Daewoo, Dodge Sprinter, Lamborghini, Lotus, Maserati, Ferrari, Rolls Royce, Yugo, RV's, boats, trailers, cargo van, limousine, taxi, buses, rental cars, and the following trucks: box, dump, flat bed, semi cab, towing, and utility.

3. For any vehicle with a salvage, branded or rebuilt title as of the effective date of the **Finance Contract** or for which title has been changed or re-issued as salvage or rebuilt prior to the **Date of Loss**.

4. To special carpeting, furniture, bars, audio, video, or data equipment, cooking and sleeping facilities, customized paint, or any equipment installed to overcome a physical handicap, trailers, special commercial usage optional equipment, accessories, and body components. This exclusion does not include: factory approved conversion packages and dealer installed options usually included in used car value guidebooks or attributable to standard or optional equipment available from the manufacturer of the **Covered Vehicle**.

5. A Financing Contract that is Self-Financed or with a dealer who is considered a buy-here pay here dealer.

6. A vehicle classified as a lemon under an individual state's lemon law, and has not been corrected.

7. A **Financing Contract** that requires the first payment to be made more than ninety (90) days from the date of the **Financing Contract**.

8. A Financing Contract that does not have Uniform Monthly Payments.

9. A vehicle with a Manufacturer's Suggested Retail Price (MSRP) of J.D. Power retail value of more than \$125,000, or if the amount financed exceeds \$125,000.

MISREPRESENTATION AND FRAUD

This **Addendum** is issued in reliance upon the truth of all representations made by **You**. A **Benefit** will not be waived as to any **Financing Contract** where **You**: (1) Intentionally concealed or misrepresented any material fact; (2) Engaged in fraudulent conduct; (3) Made a false statement relating to submitting a **Benefit** request. If **You** have concealed or misrepresented any material fact(s) concerning this coverage, or in case of fraud, attempted fraud, or the false swearing by affecting any matter relating to this coverage, whether before or after the **Benefit** request, this **Addendum** may be voided and all charges will be returned. All refunds will be issued through the **Dealer/Creditor** from whom the **Addendum** was purchased.

STATE DISCLOSURES

The cancellation fee is not applicable in the following states: California, Indiana, Louisiana, Maine, Massachusetts, Missouri, New Hampshire, New Mexico, South Carolina, Vermont, Wisconsin, and Wyoming.

<u>Alabama</u>: YOUR RIGHT TO CANCEL, is amended as follows: In the event the Financing Contract is terminated early, the Dealer/Creditor or assigned Financial Institution/Lender, as applicable will, within sixty (60) days of the termination of the Financing Contract, refund or credit the appropriate amount of the Addendum cost, 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/Borrower to request this refund. Any cancellation refund due under this Addendum may be paid directly to the Financial Institution/Lender, who may apply the refund as a reduction of the amount owed under the Financing Contract, unless You can show the Financing Contract has been paid in full. The Addendum Cost is not regulated and You should determine whether the Addendum Cost is reasonable in relation to the protection afforded by this Addendum.

<u>Alaska</u>: The definition of Waivable Loss is revised to remove the following sentence: Waivable Loss includes the amount of Your physical damage deductible on the Primary Carrier's policy up to \$1,000.

<u>Arkansas</u>: The Addendum Cost is not regulated, and You should determine whether the cost of this Addendum is reasonable in relation to the protection afforded by this Addendum.

YOUR RIGHT TO CANCEL, is amended as follows: After the free look period of thirty (30) days, in order to receive any refund due in the event of Your cancellation of this Addendum or the early termination of the Financing Contract, You must provide a written request to cancel to the Dealer/Creditor or Administrator within ninety (90) days of the occurrence of the event terminating the Financing Contract.

<u>California</u>: The **TERMINATION OF ADDENDUM** and **YOUR RIGHT TO CANCEL** provisions are deleted in their entirety and replaced with the following:

TERMINATION OF ADDENDUM: This Addendum will terminate on the earlier date that one of the following events occurs:

- 1) cancellation of this Addendum by You;
- 2) payment in full of the Financing Contract;
- 3) expiration of any redemption and reinstatement periods after a repossession or surrender of the Covered Vehicle specified in the Financing Contract;
- 4) upon the Constructive Total Loss of the Covered Vehicle specified in the Financing Contract, after the Financial Institution/Lender has applied all applicable benefits required under the Addendum;
- 5) the date the Financing Contract is prepaid or the Financing Contract is refinanced.

If termination occurs within thirty (30) days after the date You purchased the Addendum, You are entitled to a full refund of the Addendum cost plus all finance charges attributable to the Addendum. If the termination occurs later than thirty (30) days after the date You purchased the Addendum, You are entitled to a refund of the unearned Addendum cost, which shall be calculated on a pro rata basis. No refund is required upon termination if there has been a Constructive Total Loss of the Vehicle specified in the Financing Contract and You have or will receive the benefit of the Addendum.

Within sixty (60) days from the termination of the Addendum, the Financial Institution/Lender, shall tender the refund required or shall cause to be made the refund by instructing in writing the Administrator or any other appropriate party to make the refund. A refund owed may be applied by the Financial Institution/Lender as a reduction of the amount owed under the Financing Contract unless the Financing Contract has been paid in full.

<u>Colorado</u>: THE PURCHASE OF GAP IS NOT REQUIRED IN ORDER TO OBTAIN CREDIT OR ANY PARTICULAR OR ANY PARTICULAR OR MORE 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 TIME OF THE FINANCE AGREEMENT. THE ADDENDUM IS NOT A SUBSTITUTE FOR COLLISION OR PROPERTY DAMAGE INSURANCE.

This Addendum must waive all of the deficiency balance that would have been owed if You had maintained property damage insurance covering the Actual Cash Value of the Collateral as of the Date of Loss, even if You have not maintained such property damage insurance or the Financial Institution had purchased property damage insurance for the Covered Vehicle.

Leases are not covered under this Addendum and all references to leases are deleted.

If this transaction contains a fee or premium for guaranteed asset protection, all holders and assignees of this consumer credit transaction are subject to all claims and defenses which You could assert against the original creditor resulting from Your purchase of the guaranteed asset protection.

DEFINITIONS, NET PAYOFF, is deleted in its entirety and replaced with the following: **Net Payoff** – The amount due **Us**, as of the **Date of Loss**, subject to the following limitations: (a) amounts owed for unpaid installments under the **Financing Contract**, including any fees or surcharges imposed as late charges for unpaid installments; (b) legally permitted fees incurred after the effective date of the **Financing Contract**; (c) fees for the return or dishonor of checks or other instruments tendered as payment; (d) premiums or fees for legally permitted insurance added after the effective date of the **Financing Contract**; (e) refunds owed on cancellable service contracts and other protection products that were financed in the **Financing Contract**; (f) the salvage value of the **Covered Vehicle**, as determined by **Your Primary Carrier** of the **Covered Vehicle**, if the totaled **Covered Vehicle** is retained by **You**; and (g) deductions taken by **Your Primary Carrier** of the **Covered Vehicle** if, before taking the deduction, the **Administrator** or **Financial Institution** has documentary proof that: (i) **You** submitted an insurance claim related to prior unrepaired damage to the **Covered Vehicle**; or (ii) **You** received payment for the prior unrepaired damage to the **Covered Vehicle**.

You have ninety (90) days after the loss settlement from any property damage insurance or from the date the Dealer/Creditor or Financial Institution notifies You of any deficiency balance owed, whichever is later, to provide the required documentation to the Administrator.

YOUR RIGHT TO CANCEL is deleted in its entirety and replaced with the following: You have the unconditional right to cancel this optional Addendum for any reason or for no reason, 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 effective date of the Addendum, You will receive a full refund/credit of the Addendum Charge, provided no loss or an event covered by this Addendum has occurred. If You cancel this Addendum or in the event of early termination of the Financing Contract, after thirty (30) days, You will receive a refund/credit of the Addendum Charge calculated by the pro rata refund method, less a twenty-five dollar (\$25.00) cancellation fee. To cancel this Addendum and request a refund/credit, it is Your responsibility to contact the Financial Institution, Dealer/Creditor or Administrator, in writing, at the address shown above. If the refund/credit is not received within sixty (60) days of notice of cancellation/termination, contact the Administrator shown above. In the event of a cancellation/termination, the Financial Institution will be named as payee on all refunds and sole payee on a repossession refund.

There is no right to cancel if a benefit has already been provided.

In the event Your Financing Contract has been assigned to a person other than the Dealer/Creditor, the assignee shall send notice to the Dealer/Creditor requesting, on Your behalf, a refund of the unearned Addendum Charge pursuant to this Addendum. Upon receipt of such notice from the assignee, the Dealer/Creditor shall provide the refund to You within thirty (30) days. If the Dealer/Creditor has not provided the refund to You within thirty (30) days, the assignee shall provide the refund to You and the Dealer/Creditor or Administrator shall reimburse the assignee the refund amount no later than forty-five (45) days after the Dealer/Creditor or Administrator has received notice from the assignee.

Exclusions A) item 2. Is amended as follows: For any amounts deducted from the insurance carrier's settlement due to unpaid insurance premiums that were not included within the financing of the **Covered Vehicle**. Exclusion B) item 4. is deleted in its entirety.

<u>Connecticut</u>: YOUR RIGHT TO CANCEL is amended as follows: You have the unconditional right to cancel this optional Addendum for any reason or for no reason, for a refund/credit of the unearned portion of the Addendum Cost at any time. If the Addendum is terminated or cancelled by You within sixty (60) days of the Addendum GAP Purchase Date, You will receive a full refund/credit of the Addendum Cost, provided no benefits have been provided. After sixty (60) days of the Addendum GAP Purchase Date, or in the event of early termination of the Financing Contract, You will receive a refund/credit of the Addendum Cost calculated by the pro rata method, provided no benefits have been provided, less a fifty dollar (\$50.00) cancellation fee. To cancel the Addendum and request a refund/credit, You must contact the Dealer/Creditor, Financial Institution, or Administrator, or other such party, in writing, to the Administrator's address. If You do not receive the refund/credit within sixty (60) days of notice of cancellation/termination, contact the Administrator. In the event of a cancellation, the Financial Institution will be named as payee on all refunds and sole payee on a repossession refund. There is no right to cancel if a benefit has already been provided.

Florida: YOUR RIGHT TO CANCEL, is amended as follows: To cancel this Addendum due to the early termination of the Financing Contract, You must provide a written request to cancel to the Dealer/Creditor or Administrator within ninety (90) days of the event terminating the Financing Contract.

Georgia: YOUR RIGHT TO CANCEL, is amended as follows: After the free look period of thirty (30) days, in order to receive any refund due in the event of Your cancellation of this Addendum or the early termination of the Financing Contract, You must provide a written request to cancel to the Dealer/Creditor or Administrator within ninety (90) days of the occurrence of the event terminating the Financing Contract. 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: DEFINITIONS, WAIVABLE LOSS, is amended as follows for leased Vehicles only: Waivable Loss: The difference between the amount owed (or which would be owed in the absence of GAP protection) by the lessee under the consumer lease in the event of a Constructive Total Loss of the Covered Vehicle prior to the end of the lease term occasioned by its theft, physical damage, or other occurrence as specified in the consumer lease and the Actual Cash Value or portion of the Actual Cash Value of the Covered Vehicle, actually received by the lessor from the Primary Carrier or from any other person. The Waivable Loss amount shall not include any deductible amount applicable to any insurance policy maintained by the lessee or any past due amounts owed by the lessee as of the time of the receipt by the lessor of the insurance proceeds or any other amount due because of the lessee's default. There is no Primary Carrier physical damage deductible coverage available for vehicles leased in Illinois.

<u>Indiana</u>: The Addendum is not available for purchase if the amount financed (not including the cost of the Addendum, the cost of credit insurance, and the cost of warranties or service agreements) is less than eighty percent (80%) of manufacturer's suggested retail price (MSRP), for a new vehicle, or the J.D. Power average retail value for a used vehicle.

If this **Addendum** terminates due to prepayment of the **Financing Contract**, the **Creditor/Financial Institution** is responsible for issuing any refund to **You** that may be due according to the cancellation provisions of this **Addendum**. **You** are not required to request a refund. **You** may be able to obtain GAP coverage from **Your** primary insurance carrier. For additional information or complaints, contact: Indiana Department of Financial Institutions at 800-382-4880 or by mail to 30 South Meridian Street, Ste. 300, Indianapolis, IN 46204-2759.

<u>Kansas</u>: The definition for Actual Cash Value (ACV) is deleted in its entirety and replaced with the following: Actual Cash Value (ACV) – The retail value of the Covered Vehicle, on the Date of Loss, as determined by Your Primary Carrier. If no Primary Carrier Automobile Insurance is in effect on the Date of Loss or the Primary Carrier does not exist as of the Date of Loss or has been declared insolvent, then the retail value of the Covered Vehicle will be determined using the J.D. Power Official Used Car Guide or using another nationally accepted automobile value guide.

Exclusions section is amended by deleting exclusion 8. Resulting directly or indirectly from any fraudulent, deceptive, illegal, or criminal act by **You**, whether acting alone or in collusion with others. **ASSIGNMENT**: This **Addendum** will remain a part of the **Financing Contract** with no subrogation rights against the **Customer/Borrower**, if the **Financing Contract** or lease is assigned, sold, or transferred by the **Dealer/Creditor** or assignee.

The GAP coverage provided by this Addendum may not cancel or waive the entire amount owing at the time of loss. If You have questions or <u>complaints</u> regarding this Addendum, You may contact the Office of the State Bank Commissioner, 700 S.W. Jackson #300, Topeka, KS 66603, http://www.osbckansas.org. <u>CLAIMS</u>: To file a <u>claim</u>, You must contact the Administrator claims department at (866-660-7003).

Louisiana: Exclusion A.2) is revised to remove, normal wear and tear.

YOUR RIGHT TO CANCEL, is amended as follows: In order to receive any refund due for the cancellation of this Addendum, or the early termination of the Financing Contract after the free look period, You must provide a written request for a refund to the Dealer/Creditor, Administrator, or other party named in the Addendum within ninety (90) days after the cancellation of the Addendum or the occurrence of the event terminating the Financing Contract.

<u>Maine</u>: This Addendum is not allowed on leased vehicles. All references to leases are hereby deleted. YOUR RIGHT TO CANCEL, is amended as follows: To cancel this Addendum due to the early termination of the Financing Contract, You must provide a written request to the Dealer/Creditor or Administrator within ninety (90) days of the event terminating the Financing Contract.

Refunds will be paid to the **Financial Institution/Lender** only in the event the **Addendum** Cost was financed or if the **Financing Contract** remains unpaid. The **LOSS DOCUMENT PROCEDURES SECTION** is amended as follows: If the **Customer/Borrower** has a reasonable justification for not providing the required benefit request documentation within ninety (90) days, an extension will be granted. In the event the **Dealer/Creditor** or **Administrator** requests additional documentation from the **Customer/Borrower** the ninety (90) day deadline will be reasonably extended. Items 2 and 4 under **LOSS DOCUMENT PROCEDURES** are hereby deleted. **CONDITIONS – EXCLUSIONS** A) Items 3 and 4 and B) Items 2, 3, 4, 5, 6, 7 and 8 are hereby deleted.

Maryland: The definition of Actual Cash Value is revised as follows: Actual Cash Value means the proceeds of any insurance maintained on the Covered Vehicle paid by the Primary Carrier. If no Primary Carrier exists, the retail value will be determined by Administrator using the nationally or regionally recognized guide, such as J. D. Power or Kelley Blue Book (KBB), based on the best information available on Covered Vehicle's options, mileage, and condition. DEFINITIONS, NET PAYOFF, is deleted in its entirety and replaced with the following: Net Payoff – Subject to the limitations set forth below, the amount due to Us as of the Date of Loss.

Notwithstanding any provision of **Your Financing Contract**, **Net Payoff** shall not include (1) Any delinquent or deferred payments; (2) Past due charges; (3) Late payment charges; (4) Unearned interest; (5) Unearned rental payments; (6) The portion of any financed taxes or charges, including charges for credit life insurance, credit health insurance, credit involuntary unemployment benefit insurance, and mechanical repair contracts, actually refunded to the buyer or credited as a reduction to the loan balance; or (7) By agreement of the parties, the amount of any primary insurance deductible in excess of one thousand dollars (\$1,000).

Exclusions A) item 2. Is deleted in its entirety. Exclusion B) item 4. is deleted in its entirety.

<u>Michigan</u>: YOUR RIGHT TO CANCEL, is amended as follows: In order to receive any refund due for the cancellation of this Addendum, or the early termination of the Financing Contract after the free look period, the Customer/Borrower must provide a written request for a refund to the Dealer/Creditor, Administrator, or other party named in the Addendum within ninety (90) days after the cancellation of the Addendum or the occurrence of the event terminating the Financing Contract.

<u>Minnesota</u>: THE GAP ADDENDUM IS OPTIONAL. YOU DO NOT HAVE TO PURCHASE THIS PRODUCT IN ORDER TO BUY OR LEASE THIS MOTOR VEHICLE. YOU ALSO HAVE A LIMITED RIGHT TO CANCEL. YOUR RIGHT TO CANCEL IS AMENDED AS FOLLOWS: IF YOU CANCEL DUE TO EARLY TERMINATION OF THE FINANCING CONTRACT, YOU MUST REQUEST A REFUND WITHIN NINETY (90) DAYS AFTER THE OCCURRENCE OF THE EVENT TERMINATING THE ADDENDUM. If You make a request for refund/credit because of

early termination of Your Financing Contract, You must provide Your request to the Dealer/Creditor or Administrator within ninety (90) days of the occurrence of the event terminating the Financing Contract.

<u>Mississippi</u>: YOUR RIGHT TO CANCEL, is amended as follows: In order to receive any refund due for the cancellation of the Addendum, or the early termination of the Financing Contract after the free look period, the Customer/Borrower must provide a written request for a refund to the Dealer/Creditor, Administrator, or other party named in the Addendum within ninety (90) days after the cancellation of the Addendum or the occurrence of the event terminating the Financing Contract.

<u>Missouri</u>: YOUR RIGHT TO CANCEL is amended as follows: If cancellation occurs as a result of a default under the Financing Contract, the repossession of the Collateral, or any other termination of the Financing Contract, any refund due may be paid directly to the Financial Institution or Administrator and applied as a reduction of the amount owed under the Financing Contract, unless You can show that the Financing Contract has been paid in full. The cancellation fee does not apply.

<u>Montana</u>: YOUR RIGHT TO CANCEL, is amended as follows: In order to receive any refund due in the event of Your cancellation of this Addendum or the early termination of the Financing Contract, You must provide a written request to cancel to the Dealer/Creditor or Administrator. If You are cancelling this Addendum due to the early termination of the Financing Contract, You must provide written request to the Dealer/Creditor or Administrator within ninety (90) days of the occurrence of the event terminating the Financing Contract.

<u>Nebraska</u>: This Addendum is not regulated by the Department of Insurance. This Addendum remains a part of the Financing Contract upon the assignment, sale, or transfer of the Financing Contract by the Dealer/Creditor or assignee.

YOUR RIGHT TO CANCEL, is amended as follows: If You cancel due to early termination of the Financing Contract, You must request a refund within ninety (90) days after the occurrence of the event terminating the Addendum.

<u>Nevada</u>: YOUR RIGHT TO CANCEL, is amended as follows: If You cancel due to early termination of the Financing Contract, You must request a refund within ninety (90) days after the occurrence of the event terminating the Addendum.

ENROLLMENT PAGE IS AMENDED AS FOLLOWS: A GUARANTEE 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 TIMELY PAYMENT UNDER THE TERMS OF THE FINANCING CONTRACT MAY VOID

THE ADDENDUM. If this Addendum is Void, You must request a refund from the Financial Institution/Lender and a refund will be provided pursuant to the YOUR RIGHT TO CANCEL Section.

<u>New Hampshire</u>: YOUR RIGHT TO CANCEL, is amended as follows: In order to receive any refund due for the cancellation of the Addendum, or the early termination of the Financing Contract after the free look period, the Customer/Borrower must provide a written request for a refund to the Dealer/Creditor, Administrator, or other party named in the Addendum within ninety (90) days after the cancellation of the Addendum or the occurrence of the event terminating the Financing Contract.

DEFINITIONS, WAIVABLE LOSS, is amended as follows for leased Vehicles only: **Waivable Loss**: The difference between the amount owed (or which would be owed in the absence of GAP protection) by the lessee under the consumer lease in the event of a **Constructive Total Loss** of the **Covered Vehicle** prior to the end of the lease term occasioned by its theft, physical damage, or other occurrence as specified in the consumer lease and the **Actual Cash Value** or portion of the **Actual Cash Value** of the **Covered Vehicle**, actually received by the lessor from the **Primary Carrier** or from any other person. The **Waivable Loss** amount shall not include any deductible amount applicable to any insurance policy maintained by the lessee or any past due amounts owed by the lessee as of the time of the receipt by the lessor of the insurance proceeds or any other amount due because of the lessee's default. There is no **Primary Carrier** physical damage deductible coverage available for vehicles leased in New Hampshire.

In the event You do not receive satisfaction under this GAP Waiver Addendum, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-800-852-3416.

<u>New Jersey</u>: YOUR RIGHT TO CANCEL, is amended as follows: In the event the **Financing Contract** is terminated early, the **Dealer/Creditor** or assigned **Financial Institution/Lender**, as applicable will, within sixty (60) days of the termination of the **Financing Contract**, refund or credit the appropriate amount of the **Addendum** Cost, 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/Borrower** to request this refund.

North Carolina: YOUR RIGHT TO CANCEL, is amended as follows: In the event the Customer/Borrower cancels the Addendum or early termination of the Covered Vehicle Financing Contract, the Customer/Borrower may be entitled to a refund of any unearned portion of the Addendum Cost. This term shall include a requirement that in the event the underlying Covered Vehicle Financing Contract is terminated, cancellation shall be made by providing a written request to the Dealer/Creditor, Administrator, or other party within ninety (90) days of the event terminating the Covered Vehicle Financing Contract.

<u>North Dakota</u>: YOUR RIGHT TO CANCEL, is amended as follows: To receive any refund due in the event of Your cancellation of the Addendum or early termination of the Financing Contract after the free-look period, You, in accordance with the terms of the Addendum, shall provide a written request to cancel to the Dealer/Creditor or Administrator. If the request to cancel is a result of the early termination of the Financing Contract, You shall provide the written request to cancel within ninety (90) days of the occurrence of the event terminating the Financing Contract.

<u>Oklahoma:</u> **TERMINATION OF ADDENDUM**, is amended as follows: In the event of early termination of the **Financing Contract** or **Addendum** and no benefit has been or will be provided, it is **Your** responsibility, in accordance with the terms of this **Addendum**, to notify the **Financial Institution**, **Dealer/Creditor** or **Administrator**, in writing, to request a refund/credit of the **Addendum** cost within ninety (90) days of the occurrence of the event terminating the **Financing Contract**.

YOUR RIGHT TO CANCEL, is amended as follows: In order to receive any refund due for the cancellation of this Addendum, the Customer must provide a written request for a refund to the Dealer/Creditor, Administrator, Financial Institution or other such party.

Oregon: In the DEFINITIONS section of this Addendum, Net Payoff is amended to include: If Customer/Borrower has insurance You must rely upon insurer's determination of ACV. If insurance does not cover the loss, You must calculate the ACV using regional or national guide.

YOUR RIGHT TO CANCEL, is amended as follows: If You cancel Your Addendum, You shall apply in writing to the Dealer/Creditor or Administrator for a refund of all or a portion of the Addendum Cost within ninety (90) days after cancellation. If Your Addendum is cancelled as a result of the termination of the Financing Contract, then any cancellation refund shall be provided without You having to apply or submit a claim for a refund.

Pennsylvania: A portion of the charges You pay for Your Addendum will be retained by the Dealer/Creditor.

Rhode Island: YOUR RIGHT TO CANCEL, is amended as follows: After the free look period of thirty (30) days, in order to receive any refund due in the event of Your cancellation of this Addendum or the early termination of the Financing Contract, You must provide a written request to cancel to the Dealer/Creditor or Administrator within ninety (90) days after Your decision to cancel this Addendum or the occurrence of the event terminating the Financing Contract.

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. The sale of the Addendum is not permitted if the amount financed, less the cost of an Addendum, the cost of credit insurance, and the cost of service contracts is less than eighty percent (80%) of the manufacturer suggested retail prices for a new vehicle or the J.D. Power average retail value for a used vehicle.

YOUR RIGHT TO CANCEL, is amended as follows: After the free look period of thirty (30) days, in order to receive any refund due in the event of Your cancellation of this Addendum or the early termination of the Financing Contract, You must provide a written request to cancel to the Dealer/Creditor or Administrator within ninety (90) days after Your decision to cancel this Addendum or the occurrence of the event terminating the Financing Contract.

<u>Tennessee</u>: The cost of this Addendum is not regulated and You have the responsibility to determine whether the cost of this Addendum is reasonable in relation to the protection afforded by this Addendum.

YOUR RIGHT TO CANCEL, is amended as follows: In order to receive any refund due for the cancellation of the Addendum, or the early termination of the Financing Contract after the free look period, the Customer/Borrower must provide a written request for a refund to the Dealer/Creditor, Administrator, or other party named in the Addendum within ninety (90) days after the cancellation of the Addendum or the occurrence of the event terminating the Financing Contract.

<u>Utah</u>: This Addendum is subject to limited regulation by the Utah Insurance Commissioner and a complaint regarding this Addendum may be submitted to the Commissioner at the Utah Department of Insurance, State Office Building, 4315 South 2700 West, Ste. 2300, Taylorsville, UT 84129.

YOUR RIGHT TO CANCEL, is amended as follows: After the free look period, in order to receive any refund due in the event of Your cancellation of this Addendum or the early termination of the Financing Contract, You must provide a written request to cancel to the Dealer/Creditor or Administrator within ninety (90) days after Your decision to cancel this Addendum or the occurrence of the event terminating the Financing Contract.

Vermont: ASSIGNMENT is deleted and replaced with the following: We must assign, sell, or transfer, within fifteen (15) business days, the Financing Contract 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 Cost.

<u>Virginia</u>: YOUR RIGHT TO CANCEL, is amended as follows: To receive any refund due in the event of Your cancellation of the Addendum or early termination of the Financing Contract after the free-look period, You, in accordance with the terms of the Addendum, shall provide a written request to cancel to the Dealer/Creditor or Administrator. If the request to cancel is a result of the early termination of the Financing Contract, You shall provide the written request to cancel within ninety (90) days of the occurrence of the event termination the Financing Contract.

<u>Washington</u>: YOUR RIGHT TO CANCEL, is amended as follows: **1.** Any refund of the Addendum Cost that was included in the financing of the Covered Vehicle or vessel may be applied by the Financial Institution/Lender as a reduction of the overall amount owed under the Financing Contract, rather than applying the refund strictly to the Addendum Cost. 2. The Guaranteed Asset Protection Addendum is not credit insurance, nor does it eliminate the Customer/Borrower's obligation to insure the Covered Vehicle as provided by laws of this state. Purchasing an Addendum does not eliminate the Customer/Borrower's rights and obligations under the vendor single-interest and collateral protection coverage laws of this state.

YOUR RIGHT TO CANCEL, is amended as follows: After the free look period of thirty (30) days, in order to receive any refund due in the event of Your cancellation of this Addendum or the early termination of the Financing Contract, You must provide a written request to cancel to the Dealer/Creditor or Administrator within ninety (90) days after Your decision to cancel this Addendum or the occurrence of the event terminating the Financing Contract.

<u>West Virginia</u>: YOUR RIGHT TO CANCEL, is amended as follows: After the free-look period of thirty (30) days, to cancel this **Addendum** due to the early termination of the **Financing Contract**, You must provide written request to the **Dealer/Creditor** or **Administrator** within ninety (90) days of the event terminating the **Financing Contract**. Once **Benefit** activation has been initiated, the **Addendum** shall not be terminated or cancelled, nor shall a request for **Benefit** under the **Addendum** be denied, by the **Dealer/Creditor**, **Administrator**, or other designated party, solely due to the **Customer/Borrower's** failure to make monthly payments owed for the **Addendum** Cost.

<u>Wisconsin</u>: YOUR RIGHT TO CANCEL, is amended as follows: If a cancellation or termination refund occurs within the first thirty (30) days after the date the **Customer/Borrower** purchased the **Addendum**, the **Customer/Borrower** is entitled to a full refund of the **Addendum** Cost or a full credit of the **Addendum** Cost plus the amount of the applicable finance charge(s). An **Addendum** may terminate no later than the earliest of the following events: (1) Cancellation by the **Customer/Borrower**, (2) Payment in full by the **Customer/Borrower** of the related credit transaction, (3) Expiration of any redemption period after a repossession or surrender of the motor vehicle specified in the **Financing Contract**, or (4) Upon total physical damage loss or unrecovered theft of the **Covered Vehicle** specified in the **Financial Institution/Lender** has waived a **Benefit** or it is determined that no gap amount exists.

It is **Your** responsibility to notify the **Dealer/Creditor** in writing, within ninety (90) days of a terminating event, unless prohibited by law, of **Your** request to cancel this **Addendum** and to request a refund/credit of the **Addendum** charges.

Dealer/Creditor, return document to: ASCENT ADMINISTRATION SERVICES, LLC, 360 South Smith Road • Tempe • AZ 85281 • 866-660-7003 Attn: Cancellation Department. Email: cancelation@ascentadmin.com complete ALL sections of this form and submit along with a copy of the Guaranteed Asset Protection (GAP) Addendum.

CANCELLATION: YOU MAY CANCEL THIS ADDENDUM FOR ANY REASON OR NO REASON WITHIN THE FIRST THIRTY (30) DAYS OF THE ADDENDUM EFFECTIVE DATE AND RECEIVE A FULL REFUND OF THE GAP CHARGE PROVIDED THE COLLATERAL HAS NOT SUFFERED A TOTAL LOSS OR AN EVENT COVERED BY THE ADDENDUM HAS NOT OCCURRED, AND YOU COMPLETED AND RETURNED THIS FORM OR OTHER WRITTEN NOTICE OF CANCELLATION TO THE ABOVE ADDRESS POSTMARKED NO LATER THAN THIRTY (30) DAYS AFTER THE ADDENDUM WAS PURCHASED. IF YOU DO NOT RECEIVE THE REFUND/CREDIT WITHIN SIXTY (60) DAYS OF NOTICE OF CANCELLATION/TERMINATION, CONTACT THE ADMINISTRATOR. REFER TO YOUR RIGHT TO CANCEL SECTION IF THE ADDENDUM IS CANCELLED AFTER THIRTY (30) DAYS.

SECTION A – DEALER INFORMATION (<i>Please</i> PRINT)					
Account Name		Today's Date (mm/dd/yyyy)			
Address					
City	State	Zip Code			
Phone	Fax				
SECTION B – CUSTOMER INFORMATION (Please PRIM	NT)				
Last Name		First Name			
Customer Contact Number	GAP Addendum Number	VIN Number (Last 6 Digits)			
SECTION C – REASON FOR CANCELLATION (Please ch	eck one)				
To process this cancellation request, the following supporting documentation is required:					
□ Customer Request – Attach correspondence or customer signature below		Date Received by Dealer / /			
Repossession – Attach correspondence or customer signature below Repossession Date //					
Other, please explain Other Date// (Please include any supporting documentation)					
SECTION D – SIGNATURES					
Dealership Signature		Print Name			
Customer Signature (<i>if required, see Section C above</i>)		Date			