

GUARANTEED ASSET PROTECTION (GAP) ADDENDUM

ADDENDUM NO.

30-T

INFORMATION PAGE

DEALER/CREDITOR NAME		ADDRESS		CITY, STATE		ZIP
DEALER/CREDITOR NO.	FINANCING AGREEMENT DATE (GAP EFFECTIVE DATE)	DATE VEHICLE PURCHASED/LEASED	CUSTOMER/BORROWER PHONE NUMBER () -			
LAST NAME OF CUSTOMER/BORROWER		FIRST NAME		MIDDLE INITIAL		
STREET ADDRESS		CITY		STATE	ZIP	
VEHICLE IDENTIFICATION NUMBER (17 CHARACTERS)		YEAR	MAKE	MODEL		
FINANCIAL INSTITUTION/LENDER		ADDRESS		CITY, STATE		ZIP
PHONE NUMBER ()	TERM (MONTHS)* (CANNOT EXCEED 84 MONTHS)	AMOUNT FINANCED OR LEASED* (CANNOT EXCEED \$100,000)	<input type="checkbox"/> LOAN / RETAIL INSTALLMENT <input type="checkbox"/> LEASE <input type="checkbox"/> BALLOON		APR	
PRIMARY INSURANCE DEDUCTIBLE (MAXIMUM BENEFIT \$1,000)	DOWN PAYMENT	MSRP/NADA * (MAXIMUM LOAN TO VALUE 150%)	GAP ADDENDUM PURCHASE PRICE			
TYPE OF VEHICLE ASSET: <input type="checkbox"/> AUTO - PP			<input type="checkbox"/> NEW <input type="checkbox"/> PREOWNED		ODOMETER READING	
CUSTOMER/BORROWER EMAIL ADDRESS:						

*This GAP Addendum amends the FINANCING AGREEMENT and is available only at the time the FINANCING AGREEMENT is executed and ONLY if monthly payments are required, the Amount Financed or Leased does not exceed \$100,000, the Term does not exceed 84 months, and the maximum LOAN TO VALUE does not exceed 150% of MSRP if new and NADA if pre-owned. Amount for lease is the total monthly payments plus residual value. Any VEHICLE with a BRANDED TITLE is not eligible.

The GAP Addendum is not credit insurance, nor does it eliminate the borrower's obligation to insure the motor vehicle as provided by laws of the state. Purchasing a GAP Addendum does not eliminate the CUSTOMER/BORROWER'S rights and obligations under the vendor single-interest and collateral protection coverage laws of the state. This GAP Addendum does not provide general liability coverage and does not fulfill the requirements of any financial responsibility law. GAP is not a substitute for collision or property damage insurance.

You might not need GAP coverage depending on how much of a down payment (including trade-in value) You made on Your VEHICLE, the terms of Your FINANCING AGREEMENT, the make of VEHICLE and other considerations. The GAP BENEFIT may decrease over the term of Your FINANCING AGREEMENT.

The cost of this GAP Addendum is not regulated. It is your responsibility to determine whether the cost of the GAP Addendum is reasonable in relation to the protection afforded.

No GAP BENEFIT is provided for that portion of the net payoff that results from the amount financed/leased cost exceeding the maximum LOAN TO VALUE stated above at the inception date of this GAP Addendum and will be deducted from the payable GAP BENEFIT due. If there is any other coverage for the VEHICLE, this GAP Addendum shall be considered excess and will not apply or contribute to the payment of any loss until the benefits under the other coverages have been exhausted.

IF A REQUEST FOR GAP BENEFIT UNDER THIS GAP ADDENDUM HAS NOT BEEN MADE, YOU MAY CANCEL THIS GAP ADDENDUM AND RECEIVE A FULL REFUND WITHIN THE FIRST 30 DAYS AND A PARTIAL REFUND AS DETERMINED BY THE PRO-RATA METHOD LESS A \$35 CANCELLATION FEE THEREAFTER. THIS REFUND WILL BE APPLIED TO THE FINANCING AGREEMENT.

Any refund of the GAP Addendum purchase price that was included in the financing of the motor vehicle may be applied by the Dealer/Creditor as a reduction of the overall amount owed under the FINANCING AGREEMENT, rather than applying the refund strictly to the purchase price of the GAP Addendum.

There is no responsibility to process a refund until written notice is sent by You as provided in Section 5. If You do not receive Your refund, please call 1-800-323-5771 ext. 6181.

Enrollment in this program is VOLUNTARY and is NOT REQUIRED as 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 GAP. This GAP Addendum will cost You the amount shown as the GAP Addendum Purchase Price above for the term shown above. You may obtain GAP from alternate sources.

THE DEALER/CREDITOR WILL CANCEL CERTAIN AMOUNTS CUSTOMER/BORROWER OWES UNDER THE FINANCING AGREEMENT IN THE CASE OF A CONSTRUCTIVE TOTAL LOSS OR UNRECOVERED THEFT OF THE VEHICLE AS STATED IN THE GAP ADDENDUM.

Your signature acknowledges that You request the GAP Addendum and have read and understand the foregoing and the terms of this GAP Addendum and any attachments.

DEALER/CREDITOR: _____
Dealership Name

CUSTOMER/BORROWER: _____
Print Name

Signature Date

Signature Date

Program Administrator:
Western Diversified Services, Inc.
1-800-323-5771 ext. 6181
P.O. Box 770, Deerfield, IL 60015

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**Program Administrator:
Western Diversified Services, Inc.
1-800-323-5771 ext. 6181
P.O. Box 770, Deerfield, IL 60015**

CO-CUSTOMER/BORROWER: _____
Print Name

Signature Date

1. DEFINITIONS

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

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 CARRIER. If no PRIMARY CARRIER exists or the PRIMARY CARRIER has been declared insolvent or for any instance where the PRIMARY CARRIER's total loss calculation is reduced due to limited liability coverage, the retail value will be determined utilizing the National Automobile Dealer's Association (NADA) Official Used Car Guide, adjusted for applicable mileage and equipment. If no NADA retail value is available, the value will be determined using other available industry information.

ACTUAL PAYOFF BALANCE means the payoff balance provided by the assigned Financial Institution/Lender as of the DATE OF LOSS minus any and all unearned finance charges/interest or lease charges, late charges, DELINQUENT PAYMENTS and any amount added to the balance after the inception date of the FINANCING AGREEMENT.

BRANDED TITLE means any certificate of ownership that currently is or has previously been declared as defective. This may include but is not limited to notations of Salvage, Rebuilt, Flood, or Lemon.

COMMERCIAL USE means the use of the VEHICLE for transportation of persons or property for hire, compensation, profit or in the furtherance of a commercial enterprise.

CONSTRUCTIVE TOTAL LOSS means the direct and accidental loss of the VEHICLE resulting in the inability to repair a VEHICLE due to severe damage or a theft as determined by the PRIMARY CARRIER. If no PRIMARY CARRIER exists, then CONSTRUCTIVE TOTAL LOSS shall mean the cost to repair the VEHICLE exceeds its ACTUAL CASH VALUE or shall mean an UNRECOVERED THEFT.

CUSTOMER/BORROWER means the purchaser or lessee of the VEHICLE, as listed in the Information Page of this GAP Addendum, and is referred to as You or Your throughout the GAP Addendum.

DATE OF LOSS means the exact day on which the VEHICLE is reported stolen or incurs physical damage that is severe enough to be deemed a CONSTRUCTIVE TOTAL LOSS.

DELINQUENT PAYMENTS means any payment as described in the FINANCING AGREEMENT, which remains unpaid for a period of more than fifteen (15) days after the due date stated in the FINANCING AGREEMENT.

FAMILY MEMBERS means a person related to You by blood, marriage or adoption including a step child, ward child, foster child or other dependent.

FINANCING AGREEMENT means the contract that represents the written understanding between the Dealer/Creditor and You for the purchase or lease of the VEHICLE and which sets forth the terms, conditions, inception date, and expiration date of the contract.

GAP BENEFIT means under the terms of the FINANCING AGREEMENT, as amended by this GAP Addendum, if the VEHICLE is deemed a CONSTRUCTIVE TOTAL LOSS or is an UNRECOVERED THEFT, You are entitled to a benefit under this GAP Addendum.

LOAN TO VALUE means: If the VEHICLE is purchased new, the percentage amount is determined by dividing the total amount financed according to the FINANCING AGREEMENT by the Manufacturer's Suggested Retail Price (MSRP). If the VEHICLE is purchased pre-owned, the percentage amount is determined by dividing the total amount financed according to the FINANCING AGREEMENT by the National Automobile Dealers Association (NADA) Official Used Car Guide average retail value as of the origination of the FINANCING AGREEMENT.

PRIMARY CARRIER means the insurance company selected by You to provide the physical damage coverage on the VEHICLE or the insurance carrier liable for the CONSTRUCTIVE TOTAL LOSS of Your VEHICLE.

UNRECOVERED THEFT means the covered VEHICLE is stolen and not recovered within thirty (30) days after the DATE OF LOSS.

VEHICLE means the four-wheeled private passenger car, van, pickup or light truck as listed in the Information Page of this GAP Addendum, not to exceed a gross vehicle weight rating (GVWR) of 10,000 lbs.

2. GAP BENEFIT CALCULATION

The GAP BENEFIT cancels all or a portion of the ACTUAL PAYOFF BALANCE on the DATE OF LOSS minus:

- A. Any refunds available on the other items financed in the FINANCING AGREEMENT;
- B. The amount of Your PRIMARY CARRIER insurance deductible that exceeds \$1000 if applicable;
- C. The CONSTRUCTIVE TOTAL LOSS settlement made by the PRIMARY CARRIER or the ACTUAL CASH VALUE if no PRIMARY CARRIER coverage is in force on the DATE OF LOSS;
- D. Any amount deducted from the PRIMARY CARRIER's CONSTRUCTIVE TOTAL LOSS settlement for prior damage remaining unrepaired at the time of CONSTRUCTIVE TOTAL LOSS, value of owner retained salvage, towing fees, inspection fees, storage charges or any other unrelated deductions.

The maximum GAP BENEFIT shall only apply one time for each VEHICLE and will never exceed 150% of the Manufacturer's Suggested Retail Price (or 150% of the average retail value for a used vehicle in the NADA Official Used Car Guide, or its equivalent) of Your Vehicle at the date of Your original purchase or lease, less the Actual Cash Value.

Assignment of the FINANCING AGREEMENT by the Dealer/Creditor shall not in any way affect the amendment of such FINANCING AGREEMENT provided for in this GAP Addendum. This GAP Addendum is transferable if there is a transfer of equity.

If the VEHICLE is repossessed, the assigned Financial Institution/Lender on the Information Page is authorized to initiate cancellation and receive the refund, as the sole payee.

3. GAP BENEFIT PROCEDURE

At the time of early termination of such FINANCING AGREEMENT due to CONSTRUCTIVE TOTAL LOSS or UNRECOVERED THEFT of such VEHICLE, You shall provide to the Dealer/Creditor's Program Administrator, at the address shown below, within ninety (90) days, the following:

- A. Your copy of this GAP Addendum.
- B. Copy of any settlement statement of the PRIMARY CARRIER for the loss, including a copy of the settlement check, worksheet explaining how the settlement amount was calculated, the DATE OF LOSS and Your deductible.
- C. Copy of the policy report for any UNRECOVERED THEFT remaining unrecovered for more than 30 days or if You do not have a PRIMARY CARRIER.
- D. Copy of the FINANCING AGREEMENT.

- E. A complete loan/retail installment payment history and statement from the assigned Financial Institution/Lender showing the net payoff as of the DATE OF LOSS. If no payoff is provided from the assigned Financial Institution/Lender or the payment history is incomplete, the loan/retail installment sales contract will be amortized based on the original terms, or if leased, a complete lease payment history from the assigned Financial Institution/Lender.
- F. Copy of the documents indicating the refund amounts for any items financed in the FINANCING AGREEMENT.
- G. A completed GAP Addendum Benefit Form, obtained from the Program Administrator.
- H. Any other reasonable documentation requested by the Program Administrator in order to determine the GAP BENEFIT amount.
- I. Upon reasonable advance notice, the holder may inspect the retail buyer's vehicle to determine pre-damage and mileage condition upon a CONSTRUCTIVE TOTAL LOSS of the VEHICLE.
- J. This information should be sent to:
GAP BENEFITS
P.O. BOX 770
DEERFIELD, IL 60015-0770

If You include proof that the FINANCING AGREEMENT has been satisfied in full, the GAP BENEFIT will be payable to You. If this proof is not provided, the assigned Financial Institution/Lender will be named payee of the GAP BENEFIT.

Any questions can be directed to the Program Administrator at 1-800-323-5771 ext. 6170.

A REQUEST FOR A GAP BENEFIT MUST BE SUBMITTED WITHIN NINETY (90) DAYS OF THE FOLLOWING, WHICHEVER OCCURS LATER: A) THE DATE THE PRIMARY CARRIER'S LOSS SETTLEMENT IS GIVEN TO YOU; OR B) THE DATE THE FINANCIAL INSTITUTION/LENDER DETERMINED THE CLOSE-OUT BALANCE OR NET PAYOFF AMOUNT.

ALL DOCUMENTS LISTED ABOVE IN SECTION 3 MUST BE RECEIVED WITHIN 180 DAYS FROM THE DATE THE REQUEST FOR THE GAP BENEFIT WAS INITIATED. THE PROGRAM ADMINISTRATOR WILL NOT OBTAIN THIS DOCUMENTATION FOR YOU. FAILURE TO SUBMIT ALL DOCUMENTS IN A TIMELY MANNER WILL RESULT IN DENIAL OF THE GAP BENEFIT.

4. OTHER EXCLUSIONS AND RESTRICTIONS

This GAP Addendum will not provide benefits for:

- a. Losses occurring prior to the GAP Effective Date (shown above on the Information Page), including prior losses resulting in a BRANDED TITLE.
- b. Losses caused by an act where You, Your FAMILY MEMBERS, employees or agents damage the VEHICLE intentionally causing a CONSTRUCTIVE TOTAL LOSS.
- c. A request for GAP BENEFIT arising from misrepresentation of facts, falsification of documents, fraudulent or dishonest act(s), repossession, or due to legal confiscation of the VEHICLE by a public official.
- d. Losses resulting directly or indirectly from any criminal or illegal act committed by You, Your FAMILY MEMBERS, employees or agents.
- e. A request for GAP BENEFIT that does not constitute a CONSTRUCTIVE TOTAL LOSS.
- f. Losses caused by or resulting from any repairing, restoration, alterations, modification, or remodeling process.
- g. Losses occurring outside of the United States or its territories or possessions, or outside of Canada, its territories or possessions.
- h. Losses to Your personal property.

5. EARLY TERMINATION AND REFUND

If a request for GAP BENEFIT under this GAP Addendum has not been made, You may voluntarily terminate this GAP Addendum early by notifying the Program Administrator in writing of Your intent to terminate early. The termination date will be the date the Program Administrator receives Your written notice.

This GAP Addendum will be deemed terminated early if any of the original FINANCING AGREEMENT terms are changed or altered, if the original FINANCING AGREEMENT is refinanced, or if the FINANCING AGREEMENT is paid off early. The deemed termination date will be the date of the event that caused the deemed early termination.

If You voluntarily terminate this GAP Addendum in accordance with the provisions herein within the first 30 days, You will be entitled to a full refund of the GAP Addendum Purchase Price. In all other situations where there is a voluntary or deemed early termination, You will be entitled to a partial refund determined by the pro-rata method less a \$35 cancellation fee. Any refund that is processed will be applied to the FINANCING AGREEMENT, if there is an amount still outstanding, or, if not, then paid to You.

The Dealer/Creditor has no responsibility to process a refund until written notice sent by You is received by the Program Administrator, in the case of a voluntary termination, or received by the Dealer/Creditor, in the case of a deemed termination. Your written notice should include: Your name and address, the FINANCING AGREEMENT number, the reason for the early termination, and the date of the event (if not a voluntary termination). If You have any questions about how to notify the Dealer/Creditor in writing, call the Program Administrator at 1-800-323-5771 ext. 6181. You may not start a legal action or other proceeding for a refund until 60 days after the Program Administrator or Dealer/Creditor has received Your written notice in accordance with this paragraph.

6. ARBITRATION

It is understood and agreed that this GAP Addendum incorporates by reference and is subject to the arbitration provisions of the FINANCING AGREEMENT and that the administrator is an intended beneficiary thereof.

In the event there is no Arbitration Provision in the FINANCING AGREEMENT the following will apply to the GAP Addendum.

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

We (collectively, the "Parties") agree that the transactions between us substantially affect interstate commerce, and that disputes between us to which an amicable understanding cannot be reached are to be decided in arbitration. Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either You or we (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this GAP Addendum decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims for equitable; injunctive or declaratory relief; 3) Constitutional Claims; 4) Claims between You and us, Your/our employees, agents, successors, assigns, subsidiaries, or affiliates; 5) Claims arising out of or relating to this GAP Addendum, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this GAP Addendum.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either You or we choose to arbitrate a Claim, then You and We agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION. ONLY A COURT, AND NOT ARBITRATOR(S), CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

Rights You And We Do Not Give Up: If a Claim is arbitrated, You and We will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the VEHICLE, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; and 4) Right to request that a court of law review whether the arbitrator exceeded its authority.)

Either Party must contact the association listed below and the other Party to start arbitration. The applicable rules (the "Rules") may be obtained from the association.

- American Arbitration Association ("AAA"), at 1-800-778-7879, or www.adr.org;

If there is a conflict between the Rules and this GAP Addendum, this GAP Addendum shall govern. This GAP Addendum is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the Federal Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. We will pay Your total reasonable arbitration fees and expenses (not including attorney fees, except where applicable law otherwise provides).

No Severability: If any portion of this arbitration provision is found unenforceable, including but not limited to the class action waiver, all other portions and requirements of this provision will remain in full force and effect.