

# Procedures

**Table of Contents**

I. Introduction - - - - - 1

II. Eligibility - - - - - 1

III. Addendum / Policy Issuance - - - - - 1

IV. Benefits - - - - - 2

V. GAP Benefit Procedure - - - - - 2

VI. Addendum/Policy Cancellation- - - - - 3

VII. Contract Completion Guide - - - - - 5



**I. Introduction**

We appreciate the opportunity to provide your Guaranteed Asset Protection program. This manual will assist you in handling the Guaranteed Asset Protection (GAP) Program. For specific coverage information, please refer to the actual Guaranteed Asset Protection Addendum/Policy.

This product may be sold on automobile Retail Installment Contracts, Loans and Leases.

**II. Eligibility**

The GAP Addendum amends the automobile Retail Installment Contract, Loan or Lease and provides protection for the debtor or lessee. The following criteria must be met in its entirety for a vehicle to be eligible for this program.

- 1. Amount financed (for leases the total of monthly payments plus residual value) cannot exceed \$100,000 waiver/\$150,000 insurance, or 150% of MSRP/NADA valuation, whichever is less. The MSRP/NADA loan to value must be at least 80%, but no greater than 150%.
- 2. Term of the finance contract cannot exceed 84 months.
- 3. Dealer must be properly licensed or registered, if required, by the appropriate state agency.
- 4. Dealer offering the Addendum/Policy must be an active Protective GAP Program participant at the time the Addendum/Policy is executed.
- 5. Available only at the time the Retail Installment Contract, loan or lease is executed.
- 6. Available only on private passenger vehicles. Commercial Vehicles are excluded.

Any GAP Addendum/Policy not meeting all of the above criteria is void, and is not covered by the Administrative Service Agreement or insurance policy of the GAP Program.

**III. Addendum/Policy Issuance**

- 1. Consult your local legal counsel as to Regulation Z disclosures for GAP.
- 2. Qualify the vehicle and Finance Contract (see rate schedule for eligibility).
- 3. Issue the GAP Addendum/Policy.
  - a. Complete all sections of the Information/Declaration Page.
  - b. The Addendum/Policy contains four copies of the Declaration Page; these should be distributed as follows:

|                      |  |
|----------------------|--|
| Administrator (Top): | Retain and submit with monthly Report and Remit form.  |
| Lender/Dealer:       | Retain with the customer file.   |
| Lending Institution: | Submit with Retail Installment Contract or loan to the lending institution or lease contracts to lease creditor. |
| Customer:            | To the vehicle purchaser or lessee.  |

Every GAP Addendum/Policy must be issued in numerical sequence and all forms must be accounted for. If one is spoiled, mark it "VOID" and include it with your monthly Report and Remit form.

- 4. Submit the monthly Report and Remit form along with the Administrator's

Addendum/Policy copies and payment by the 10th of each month for all issuances during the preceding month.

5. Any GAP Addendum/Policy that does not meet all eligibility requirements will be returned with funds. Also, any Addendum/Policy not reported within 90 days of the Addendum/Policy effective date will be returned with funds. The customer will be notified in both cases. The related coverage will not be available on any returned Addendum/Policy. It is the dealership's responsibility to return all funds to the appropriate party.
6. GAP Addendum/Policy: Complete all sections of the Information/Declaration Page. Pay special attention to (refer to sample on page 3):
  - a. Dealer's name and address.
  - b. The GAP Addendum/Policy effective date, term and amount to be financed or leased must agree with the Finance Contract for insurance benefits to be payable in the event of a claim. For a lease, the amount leased equals the total of all monthly payments plus the determined vehicle residual value.
  - c. Lending Institution where the loan/lease will be assigned.
  - d. The Addendum/Policy must be signed by the consumer(s) and dealer representative.

#### **IV. Benefits (See actual Addendum/Policy for specifics and limitations)**

If the vehicle described in the Declaration Page is deemed a total loss as a result of an accident or theft, the Lienholder (lending institution) and the Purchaser/Borrower/Lessee, jointly, will be reimbursed for the GAP Plan Benefit subject to the terms and conditions of the GAP Addendum/Policy. This benefit may include the primary insurance deductible (up to \$1,000) where available. The maximum benefit available under the GAP Addendum/Policy is \$75,000 - \$150,000 (see contract for specific amount). Payment will be made to the lending institution where the Finance Contract was assigned, if so designated on the Information/Declaration Page.

Credit is taken for any refund on items financed with the Finance Contract such as credit insurance and vehicle service contracts.

#### **V. 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 police report. If no police report is available, a sworn statement indicating: no police report was filed, the DATE OF LOSS, detailed description of the loss, and VEHICLE information including the vehicle identification number.
- 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 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 lease, 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.

Questions can be directed to the Program Administrator at 1-800-323-5771 ext. 6181.

A REQUEST FOR A GAP BENEFITS 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.

**IMPORTANT NOTE:**

FOR CLAIM SUBMISSION, VEHICLE ELIGIBILITY AND/OR ADMINISTRATION QUESTIONS, PLEASE MAIL OR CALL:

Protective  
 P.O. Box 770  
 Deerfield, IL 60015-0770  
 Admin. Ph: (800) 670-6032

**VI. Addendum/Policy Cancellation**

If no claim for benefits has been made, the GAP Addendum/Policy can be cancelled for a full refund during a specified period of time. Please refer to the GAP Addendum/Policy for specific cancellation provisions. The full refund period starts on the Addendum/Policy effective date shown on the Information Page. After this specified period the GAP Addendum/Policy can be cancelled and a refund issued based on the refund method and the cancellation provisions defined in the Addendum/Policy. Please refer to the actual Addendum/Policy for refund method or contact the claim administrator.

If the Addendum/Policy was assigned to a third party, it is the lender/lessor's (automobile dealer) responsibility to pay the lending institution the refund. Administrator will compute the amount of the refund (based on the GAP Addendum/Policy price shown on the Information Page). Administrator will refund its portion of the cancellation based on the procedures below:

1. Cancellation Procedure:

- a. The lender/lessor (automobile dealer) must submit a completed Cancellation form and enclose the original GAP Addendum/Policy. All cancellations must be received by the administrator or postmarked within ninety (90) days of the cancellation date.
- b. The lender/lessor (automobile dealer) will receive The Administrator portion of the refund.

2. Amount of Refund:

A full refund is available for a specified period of time as identified on the Information Page of the Addendum/Policy, this time frame varies between ten (10) to thirty (30) days depending on the state. After this period, both Administrator's refund to the lender/lessor (automobile dealer) and the dealer's refund to the lending institution will be determined by the appropriate refund method (refund method can vary due to state insurance regulations). Please contact administrator for the correct cancellation method. Administrator will refund the applicable portion of the net paid by the lender/lessor (automobile dealer).

3. Addendum/Policy that does not meet underwriting criteria:

If an Addendum/Policy is issued that does not meet the eligibility requirements of the GAP program, the administrator will reject/void the Addendum/Policy. Copies of the rejection/void letter will be sent to both the issuing dealer and the lending institution. The total fee charged to the borrower must be refunded to the lending institution by the dealership.

If you have any questions, contact your Protective Authorized Representative or our Customer Support Center at 800-670-6032.

# VII. Contract Completion Guide

**1 LENDER/LESSOR NAME**  
Name of dealer

**2 ADDRESS, CITY, STATE, ZIP**  
Address of dealer who sold the vehicle being covered

**3 LENDER NO**  
Dealer account # issued by Protective Representative

**4 FINANCE AGREEMENT DATE**  
Date GAP becomes effective

**5 DATE VEHICLE IS PURCHASED/LEASED**  
Date the vehicle is purchased or leased

**6 CONSUMER PHONE NUMBER**  
Telephone number of consumer

**7 NAME OF CONSUMER**  
Name of consumer

**8 STREET ADDRESS, CITY, STATE, ZIP OF CUSTOMER**  
Street address, City, state and zip of purchaser

**9 VEHICLE IDENTIFICATION NUMBER**  
Vehicle identification number (17 characters)

**10 YEAR**  
Year of the vehicle

**11 MAKE**  
Make of the vehicle

**12 MODEL**  
Model and trim of vehicle

**13 ASSIGNED LENDING OR LEASING INSTITUTION NAME**  
Name of lending or leasing institution

**14 LENDING OR LEASING INSTITUTION ADDRESS, CITY, STATE, ZIP**  
Address of lending or leasing institution

**15 LENDING OR LEASING INSTITUTION TELEPHONE**  
Telephone number of lending or leasing institution

## GUARANTEED ASSET PROTECTION (GAP) ADDENDUM ADDENDUM NO. 60-4

|   |   |  |  |
|---|---|--|--|
| DEALER/CREDITOR NAME<br><b>1</b>                                    |   | ADDRESS<br>CITY, STATE ZIP   |  |
| DEALER/CREDITOR NO.<br><b>3</b>                                     | FINANCING AGREEMENT DATE<br>(GAP EFFECTIVE DATE) <b>4</b> | DATE VEHICLE PURCHASED/LEASED<br><b>5</b>                          | CUSTOMER/BORROWER PHONE NUMBER<br>( ) - ( ) <b>6</b>   |
| LAST NAME OF CUSTOMER/BORROWER<br><b>7</b>                          |   | FIRST NAME<br><b>7</b>   | MIDDLE INITIAL<br><b>7</b>   |
| STREET ADDRESS<br><b>8</b>  |   | CITY<br><b>8</b>   | STATE ZIP<br><b>8</b>  |
| VEHICLE IDENTIFICATION NUMBER (17 CHARACTERS)<br><b>9</b>           |   | YEAR<br><b>10</b>  | MAKE<br><b>11</b>  |
| FINANCIAL INSTITUTION/LENDER<br><b>13</b>                           |   | ADDRESS<br>CITY, STATE ZIP<br><b>14</b>                            |  |
| PHONE NUMBER<br>( ) <b>15</b>                                       | TERM (MONTHS)*<br>(CANNOT EXCEED 84 MONTHS) <b>16</b>     | AMOUNT FINANCED OR LEASED*<br>(CANNOT EXCEED \$100,000) <b>17</b>  | <input type="checkbox"/> LOAN / RETAIL INSTALLMENT<br><input type="checkbox"/> LEASE<br><input type="checkbox"/> BALLOON <b>18</b> |
| PRIMARY INSURANCE DEDUCTIBLE<br>(MAXIMUM BENEFIT \$1,000) <b>20</b> | DOWN PAYMENT<br><b>21</b>                                 | MSRP/NADA *<br>(MAXIMUM LOAN TO VALUE 150%) <b>22</b>              | GAP ADDENDUM PURCHASE PRICE<br><b>23</b>   |
| TYPE OF VEHICLE ASSET: <input type="checkbox"/> AUTO - PP <b>24</b> |   | <input type="checkbox"/> NEW<br><input type="checkbox"/> PRE-OWNED | ODOMETER READING<br><b>25</b>  |
| CUSTOMER/BORROWER EMAIL ADDRESS: <b>26</b>                          |   |  |  |

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, and the Term of the loan does not exceed 84 months. If the LOAN TO VALUE (the ratio of Vehicle loan amount to Manufacturer Suggested Retail Price for new cars/NADA value for used cars) exceeds 150%, the GAP benefit will be adjusted by subtracting the amount in excess of 150% of the actual LOAN TO VALUE as determined at the time of claim. 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 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: \_\_\_\_\_  
Signature Date  
Program Administrator:  
Western Diversified Services, Inc.  
1-800-323-5771 ext. 6181  
P.O. Box 770, Deerfield, IL 60015

CUSTOMER/BORROWER: \_\_\_\_\_  
Signature Date

CO-CUSTOMER/BORROWER: \_\_\_\_\_  
Signature Date

GAP-ADDM2426-CF (5/11)

ADMINISTRATOR COPY

LZX 71311

**16 TERM (MONTHS)**  
Finance term (months) can not exceed 84 months.

**17 AMOUNT FINANCED OR LEASED**  
Amount financed or leased (cannot exceed \$100,000)

**18 LOAN OR LEASE**  
Check loan or lease box

**19 APR**  
Annual percentage rate for the finance contract.

**20 PRIMARY INSURANCE DEDUCTIBLE**  
Primary insurance deductible

**21 DOWN PAYMENT**  
Amount of down payment

**22 MSRP/NADA (Maximum 150%)**  
Manufactured Suggested Retail "MSRP" / National Automobile Dealers Association "NADA" amount (maximum loan to value 150%)

**23 GAP ADDENDUM PURCHASE PRICE**  
GAP addendum purchase price for customer

**24 TYPE OF VEHICLE ASSET**  
Check box that apply to the vehicle being purchased

**25 ODOMETER READING**  
Odometer reading at the time of purchase

**26 EMAIL ADDRESS**  
Email address of customer

**GAPCOVERAGE**

# Claims

## Table of Contents

|                                   |   |
|-----------------------------------|---|
| Claim Benefit Checklist - - - - - | 1 |
| Claim Benefit Form - - - - -      | 2 |
| State Fraud Notice - - - - -      | 3 |

# GAPCOVERAGE

## Guaranteed Asset Protection

### GAP Benefit Checklist

- A copy of your original "GAP" Addendum/Contract and GAP Benefit Form
- A copy of the entire original Retail Installment Loan Contract
- A copy of the police accident/theft report, or your notarized Statement of Loss, if no police report was filed (include date of loss, year, make, model, vehicle identification number and description of the incident). The Total Loss Statement form is available upon request.
- A copy of your insurance company's documentation as follows:
  - A copy of settlement check
  - A copy of the NADA or Insurance Valuation Report with date of loss and mileage
  - A copy of breakdown calculations, including deductible
  - If no insurance -- provide statement of no insurance coverage at time of loss and inspection report
- A statement from your lien holder, showing the "net" pay-off as of the date of the loss (Before the insurance check was applied). Information must include your account number and the name and address of the lien holder.
- A complete payment history from your lien holder with Principal and Interest breakdown and/or running balance.  
***\*Loan payment history must be requested from your lender. The contract holder should request this information.***
- Documentation indicating cancellation refund amounts, if applicable, for the following after-market contracts: **(Contact your selling dealer if purchased)**

|                          |                          |
|--------------------------|--------------------------|
| Vehicle Service Contract | Credit Life & Disability |
| Theft Protection         | Road Hazard              |
| Lojack, Etch, or other   | Maintenance              |
- Supply copies of after-market contracts with terms and conditions if non-cancelable, non-refundable or expired.
- New Car: A copy of MSRP (Manufacturer's Suggested Retail Price)/Factory Invoice.  
Or: \_\_\_\_\_

We will complete processing upon receipt of all the required information. If you have any questions please contact us at **800-323-5771**, extension **6170**.

Documents can be faxed to: **866-638-8722** or Mail to: **GAP Administration**  
**Attn: GAP Benefits**  
PO Box 770  
Deerfield, IL 60015-0770



# GAPCOVERAGE

Guaranteed Asset Protection  
GAP Benefit Form

|   |                             |      |
|---|-----------------------------|------|
| <b>Contract Information</b>                                     |                             |      |
| GAP Addendum/Policy Number:                                     |                             |      |
| Term:   |                             |      |
| Lease: <input type="checkbox"/> Yes <input type="checkbox"/> No |                             |      |
| <b>Consumer Information</b>                                     |                             |      |
| Consumer Name:  |                             |      |
| Address:  |                             |      |
| City:   | State:                      | Zip: |
| Residence Phone:  | Business Phone:             |      |
| Email Address:  |                             |      |
| <b>Vehicle Information</b>                                      |                             |      |
| Vehicle Make:   | Vehicle Identification No.: |      |
| Vehicle Year:   | Vehicle Model:              |      |
| <b>Primary Insurance Company</b>                                |                             |      |
| Company Name:   | Policy Number:              |      |
| Phone Number:   | Claim Number:               |      |
| Fax Number:   | Deductible:                 |      |
| <b>Lien Holder Information</b>                                  |                             |      |
| Name:   | Phone Number:               |      |
| Account Number:   | Fax Number:                 |      |
| Address for Payment:  |                             |      |

**Attach copies of all of the following materials:** (Retain originals for your records)

- Original GAP Addendum/Policy
- Police Report, Theft-Incident Report or Notarized Statement of Loss if no police report.
- Retail Installment Loan Contract
- Payoff as of the date of loss, Payment History from the lien holder
- Settlement check, Valuation Report , mileage at time of loss and Breakdown with deductible from primary insurance company or a signed statement that no insurance was in force.
- Cancellation amount from any cancelable items (credit insurance, service contract, etc.)
- New Car: MSRP(Manufacturer's Suggested Retail Price)/Factory Invoice

If you have any questions please contact us at **800-323-5771**, extension **6170**.

Documents can be faxed to: **866-638-8722** or Mailed to: **GAP Administration**  
**Attn: GAP Benefits**  
P.O. Box 770  
Deerfield, IL 60015-0770

## NOTICE

**Alaska Residents:** A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

**Arizona Residents:** For your protection Arizona law requires the following statement to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**Arkansas Residents:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**California Residents:** For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**Colorado Residents:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Delaware Residents:** Any person who knowingly, and with intent to injure, defraud or deceive an insurer, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

**District of Columbia Residents:** Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**Florida Residents:** Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Hawaii Residents:** For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss of benefit is a crime punishable by fines or imprisonment, or both.

**Idaho Residents:** Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement containing any false, incomplete, or misleading information is guilty of a felony.

**Indiana Residents:** A person who knowingly, and with intent to defraud an insurer, files a statement of claim containing any false, incomplete or misleading information commits a felony.

**Kentucky Residents:** Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**Louisiana Residents:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Maine Residents:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**Maryland:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Minnesota Residents:** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**New Hampshire:** Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud as provided by R.S.A. 638.20.

**New Jersey Residents:** Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

**New Mexico Residents:** Any person who knowingly presents a false or fraudulent claim for payment of a loss of benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**Ohio Residents:** Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Oklahoma Residents:** WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**Pennsylvania Residents:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Puerto Rico Residents:** Any person who knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

**Rhode Island Residents:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Tennessee Residents:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**Virginia Residents:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**West Virginia Residents:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**GAPCOVERAGE**

## **Contacts**

Protective  
P.O. Box 770  
Deerfield, IL 60015-0770  
Main Phone Number: 800-323-5771 / 847-948-8988

GAP Coverage Supply orders send to  
[protective.supplies@protective.com](mailto:protective.supplies@protective.com)  
Customer Support Center phone number:  
800-670-6032

Online electronic F&I resource center at F&I Cafe:  
[www.protective.com/dealerservices](http://www.protective.com/dealerservices) or  
[www.FICAFE.com](http://www.FICAFE.com)

