

Gap Coverage Procedures

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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, Ioan 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 \$50,000 (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. Guidelines to Filing a Claim

At the time of early termination of such Finance Agreement due to unrecovered theft or total loss of such vehicle, the consumer shall provide to the Lender's/Lessor's Administrator, at the address shown below, within 60 days, the following:

1. The customer copy of this Addendum.

2. Copy of any physical damage insurance company's settlement statement for such theft or total loss or signed statement that no insurance was in force.

- 3. Copy of police report.
- 4. Copy of the FINANCE AGREEMENT.

5. A complete loan/lease payment history and statement from the Assigned Lending/Leasing Institution showing the net payoff as of the Date of Loss.

6. You will send this information to the Administrator.

This information must be submitted no later than sixty (60) days from the date of the comprehensive vehicle insurance company's loss settlement or the date the lender/lessor determined the close-out balance or net payoff, whichever occurs later. Failure to submit a claim in a timely manner will result in denial of the claim.

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

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

FINANCE AGREEMENT DATE Date GAP becomes effective

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

• CONSUMER PHONE NUMBER Telephone number of consumer

7 NAME OF CONSUMER

Name of consumer

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

• 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

¹³ LENDING OR LEASING INSTITUTION ADDRESS, CITY, STATE, ZIP Address of lending or leasing institution

GUARANTEED ASSET PROTECTION ADDENDUM

						ADDEND	UM NO.	
INFORMATION PAGE	E				01-	44-1		
LENDER/LESSOR NAME		ADDRESS			CI	TY, STATE		ZIP
1		2						
LENDER NO.	FINANCE AGREEMENT DATE	DATE VEHICLE PURCHA	SED/LEASED	CONSUMER	PHONE NU	JMBER		
3	(MM/DD/YY) 4		5	()	- 6		
LAST NAME OF CONSUMER		FIRSTNAME				MIDDLE INITI	AL	
7		7					7	
STREET ADDRESS		CITY				STATE	ZIP	
8		8				8	8	
VEHICLE IDENTIFICATION NUMBER	R (17 CHARACTERS)	YEAR MAKE		MODEL				
	9	10	11			12		
ASSIGNED LENDING INSTITUTION	ADDRESS	CITY,STATE ZI			ZIP			
	13	14						
PHONE NUMBER	TERM (MONTHS)*	AMOUNT FINANCED OF	RLEASED*				APR	
() 15	16		17		OAN EASE	18	19	
	(CANNOT EXCEED 84 MONTHS)	(CANNOT EXCEED \$100	0,000)		EAGE			
PRIMARY INSURANCE DEDUCTIBL	E DOWNPAYMENT	MSRP/NADA (MAXIMUM 150%) GAP ADD		GAP ADDEND	DENDUM PURCHASE PRICE		RETAIL PRIC	E
2	0 21		22			23		24
(MAXIMUM BENEFIT \$1,000)								-
TYPE OF VEHICLE ASSET:	AUTO-PP 25							

*This addendum is available only at the time the FINANCE AGREEMENT is executed and ONLY if monthly payments are required, the Amount Financed or Leased does not exceed \$100,000, and the term does not exceed 84 months. Amount for lease is the total monthly payments plus residual value.

This Addendum is not a contract of insurance, does not provide general liability coverage and does not fulfill the requirements of any financial responsibility law.

You might not need GAP protection depending on how much of a down payment (including trade-in value) you made on your Vehicle, the terms of your Finance Contract, the make of vehicle and other considerations.

IF A REQUEST FOR BENEFITS UNDER THIS ADDENDUM HAS NOT BEEN MADE, YOU MAY CANCEL THIS ADDENDUM AND RECEIVE A FULL REFUND WITHIN THE FIRST 30 DAYS AND A PARTIAL REFUND AS DETERMINED BY THE RULE OF 78s THEREAFTER. THIS REFUND WILL BE APPLIED TO THE FINANCE AGREEMENT.

Enrollment in this program is VOLUNTARY and is NOT REQUIRED to obtain credit. The coverage will cost the CONSUMER the amount shown as GAP Addendum Purchase Price above for the Term shown above. If you choose, you may obtain GAP protection from alternate sources.

YOUR signature acknowledges that YOU request the vehicle asset protection and have read and understand the foregoing and the terms of this agreement and any attachments.

Consumer

GAP-ADDM2401 (3/01)

Administered by

WESTERN DIVERSIFIED SERVICES, INC. 1-800-222-2721 _____

Co-Consumer

(Rev. 7/04)

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

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

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

IS LOAN OR LEASE Check loan or lease box

APR Annual percentage rate for the finance contract.

20 PRIMARY INSURANCE DEDUCTIBLE Primary insurance deductible 21 DOWN PAYMENT Amount of down payment

Print Name

Signature

Date

Print Name

Signature

Date

 23 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 **RETAIL PRICE** Retail price for dealer

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

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. The time frame allotted for a full refund can vary between ten (10) to thirty (30) days depending on the state. 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 defined in the Addendum/Policy and can vary due to state insurance regulations. 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 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.



Claims Procedures

Ι.	Claim Checklist 1
١١.	Claim Form 2



	Completed GAP claim
	A copy of your original "GAP" addendum/contract
	A copy of the entire original retail installment loan contract
	Documentation of the date of loss
	A copy of the police accident/theft report or your notarized statement that no police report was filed (include reason for loss).
	A copy of your insurance company's settlement statement for this loss, <u>including</u> <u>the settlement statement and worksheet explaining how they calculated the</u> <u>settlement amount, the date of loss, your deductible</u> , and the name and phone number of the insurance adjustor and your claim number
	A statement from your lien holder, showing the "net" pay-off <u>as of the date of the loss</u> . (Before the insurance check was applied). Information must include your account number and the name and address of the lien-holder.
	A payment history from your lien holder* *Loan payment histories must be requested from your lender. The contract holder should request this information immediately.
	Documentation indicating cancellation refund amount for your vehicle service contract. (Contract your selling dealer if purchased)
	Documentation indicating cancellation refund amount for your credit life and disability contract. (Contact your selling dealer if purchased)
We w	ill complete claim processing upon receipt of all the required information.
lf you	have any questions please contact us at 800-323-5771, extension 6170.
Docur Maile	nents can be faxed to: 866-638-8722 or d to: Protective Attn: GAP Claims PO Box 770 Deerfield, IL 60015-0770

GAPCOVERAGE

Guaranteed Asset Protection Claim Form



Contract Information				
GAP Addendum/Policy Number:				
Term:				
Lease: Yes No				
Consumer Information				
Consumer Name:				
Address:				
City: State	: Zip:			
Residence Phone:	Business Phone:			
Vehicle Information				
Vehicle Make:	Vehicle Identification #:			
Vehicle Year:	Vehicle Model:			
Primary Insurance Company				
Company Name:	Policy Number:			
Phone Number:	Claim Number:			
Fax Number:	Deductible:			
Lien Holder Information				
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 or incident report
- Installment loan contract
- Mileage at the time of loss
- > Payoff as of the date of loss, payment history from the lien holder
- Settlement statement and worksheet from primary insurance company explaining how they calculated the settlement amount or a signed statement that no insurance was in force.
- Cancellation amount from any cancelable items (credit insurance, service contract, etc.)

Documents can be faxed to: **866-638-8722** or Mailed to: Protective Attn: GAP Claims

P.O. Box 770 Deerfield, IL 60015-0770



Contact Information

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

Customer Support Center Phone Number: 800 670 6032

Send GAP Coverage Supply Orders To:: protective.supplies@protective.com

F&I Café Access: www.protectiveassetprotection.com or www.ficafe.protective.com