



GAP ADDENDUM

150SGDFS

This Guaranteed Asset Protection (GAP) Contract Addendum (“Contract”) amends the Financial Agreement. This Contract is between the Buyer (“I”, “You”, “Your” or “Consumer”) and the Seller, or if assigned, with the Financial Institution.

BUYER			SELLER			SELLER NUMBER							
ADDRESS						ADDRESS							
CITY		STATE		ZIP		CITY		STATE		ZIP			
MOBILE PHONE			SECONDARY PHONE			CONTACT			PHONE				
CUSTOMER E-MAIL					ODOMETER		FINANCIAL INSTITUTION						
VIN NUMBER		YEAR		MAKE		MODEL		ADDRESS					
VEHICLE PURCHASE PRICE		<input type="checkbox"/> NEW <input type="checkbox"/> USED		MSRP/NADA		CITY		STATE		ZIP			
\$				\$									
<input type="checkbox"/> LOAN/INSTALLMENT SALES CONTRACT						<input type="checkbox"/> LEASE		<input type="checkbox"/> BALLOON CONTRACT					
AMOUNT FINANCED/LEASE CAP COST						APR		PRIMARY INSURANCE DEDUCTIBLE		FINANCIAL AGREEMENT DATE		FINANCIAL AGREEMENT TERM	
\$						%		\$				MONTHS	
YOUR CHARGE FOR GAP CONTRACT			SURCHARGE: <input type="checkbox"/> Commercial Use or Class 3 Truck										
\$			(Check if one or both applies)										

I hereby acknowledge that this Guaranteed Asset Protection (GAP) Contract is STRICTLY VOLUNTARY, IS NOT REQUIRED BY THE CREDITOR, and NEITHER THE EXTENSION OF CREDIT, THE TERMS OF THE CREDIT, NOR THE TERMS OF THE RELATED MOTOR VEHICLE SALE OR LEASE MAY BE CONDITIONED UPON THE PURCHASE OF THE CONTRACT. Although I am not required to do so, I have elected to purchase this Contract for an additional charge, which is shown above. I acknowledge that the cost of the above described Contract has been disclosed to me and I agree to pay that amount. I understand that I may wish to consult an insurance agent to determine whether similar coverage may be obtained and at what cost. I understand that I may obtain a contract from anyone I choose that is acceptable to the Financial Institution, and that GAP benefits may decrease over the term of the Financial Agreement. This Contract includes a binding arbitration clause. This Contract may not waive the entire amount owing at the time of loss.

WARNING: THIS CONTRACT DOES NOT PROVIDE AND IS NOT A SUBSTITUTE FOR BODILY INJURY, PROPERTY DAMAGE, LIABILITY, COMPREHENSIVE OR COLLISION INSURANCE AND DOES NOT COMPLY WITH ANY FINANCIAL RESPONSIBILITY LAW OR ANY OTHER LAW MANDATING MOTOR VEHICLE INSURANCE COVERAGE. Please carefully read this Contract in its entirety for additional information on eligibility, conditions, limitations and exclusions that could prevent you from receiving benefits under this Contract.

GAP AGREEMENT

The Buyer and the Seller named above hereby agree to amend the provisions of the Financial Agreement for the Vehicle indicated above as follows: In the event of a Total Loss, a deficiency will be considered which will be waived subject to the terms and conditions of this Contract. If the Vehicle is deemed a Total Loss by the Primary Insurance carrier; then, subject to the terms and conditions of this Contract, the Seller agrees to waive the difference between:

- (a) the Outstanding Balance of the Financial Agreement on the Date of Loss; and,
- (b) the Actual Cash Value of the Vehicle.

Up to one thousand dollars (\$1,000.00) of the Buyer’s Primary Insurance deductible, if applicable, is also waived under the Contract, unless otherwise limited by applicable State Provisions. The Buyer will always be responsible for (1) all Primary Insurance deductibles over one thousand dollars (\$1,000.00) and (2) any amounts not covered under the terms and conditions of this Contract.

LIMITATIONS

The amount waived shall not exceed fifty thousand dollars (\$50,000). No coverage is provided for that portion of a deficiency that results from an original amount financed that exceeds 150% of (1) MSRP for new vehicles or (2) NADA or equivalent for used vehicles and will be deducted from the Outstanding Balance. This Contract is only available for purchase on the Financial Agreement Date when the Financial Agreement is originally executed and only provides coverage during the Financial Agreement Term. This Contract does not provide coverage, and will automatically terminate if the Financial Agreement is refinanced. This Contract is not transferable to any other vehicle or financial agreement.

YES, I ELECT TO PURCHASE THIS GAP ADDENDUM CONTRACT AND ACCEPT ITS TERMS, LIMITATIONS, AND CONDITIONS.

BUYER/LESSEE(S)

SELLER

BUYER/LESSEE SIGNATURE

DATE

BY SELLER

DATE

CO-BUYER/LESSEE SIGNATURE

DATE

TITLE

**Report Your Total Loss To The Program Administrator:
FINANCIAL GAP ADMINISTRATOR LLC
P.O. BOX 22439, ST. LOUIS, MO 63126-2439
Phone (888) 427-2037 • Fax (636) 349-3169 • Email: LossReport@GapAdmin.com**

Original: Administrator Yellow: Financial Institution Pink: Seller White: Buyer
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CANCELLATION

You may cancel this Contract at any time prior to the occurrence of a Total Loss by mailing or delivering written notice of cancellation request to the Seller/Financial Institution or Program Administrator. The Program Administrator must receive cancellation requests within ninety (90) days of the requested cancellation date. If this Contract is cancelled within thirty (30) days of the date of purchase, You will receive a full refund. If this Contract is cancelled after thirty (30) days from the date of this Contract, the refund will be calculated using the pro rata refund method, less a \$50.00 cancellation fee, unless otherwise indicated in STATE PROVISIONS. The Financial Institution will be named as payee on any refund of this Contract unless the Program Administrator is provided with written documentation stating the Financial Agreement has been paid in full. This Contract will not be reinstated after a cancellation has been processed. If we cancel, we will calculate Your refund pro rata. Notice of cancellation will state the effective date of cancellation. The Contract period will end on that date. In the event of a Total Loss to the Vehicle, all fees paid for the Contract shall become fully earned and no refund will be made, whether or not a deficiency has been waived under this Contract.

LOSS DOCUMENT REQUIREMENTS

In the event of a Total Loss, it is Your responsibility to keep Your account current until any deficiency is determined and waived. If there is a Total Loss due to theft of the Vehicle, You must report the incident to law enforcement authorities within twenty-four (24) hours of Your knowledge of the theft. You shall provide the following documentation to the Program Administrator at the address shown below. All copies must be complete and legible. This documentation must be submitted within ninety (90) days from the date of the Primary Insurance company settlement or, in the absence of Primary Insurance, ninety (90) days from the Date of Loss. Failure to do so will void this Contract.

1. A copy of the Primary Insurance company claim settlement check(s), settlement worksheet and Actual Cash Value evaluation.
2. A copy of the police report.
3. A copy of all contracts financed into the Financial Agreement, such as a service contract, credit insurance or other similar items and proof of proceeds recovered from the cancellation of any such refundable contracts.
4. A copy of the Financial Agreement.
5. Documentation from the Financial Institution detailing the complete payment history of the Financial Agreement including all the payments and transactions.
6. A copy of the bill of sale.

You shall also provide any other reasonable documentation requested by the Program Administrator that is necessary to complete Your request to waive a deficiency. You may direct all inquiries regarding this Contract to the Program Administrator shown below:

**Program Administrator: Financial Gap Administrator LLC, P.O. Box 22439, St. Louis, MO 63126-2439
Phone (888) 427-2037 • Fax (636) 349-3169 • Email: LossReport@GapAdmin.com**

DEFINITIONS

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

Actual Cash Value, at the Date of Loss means, (1) the Actual Cash Value established by the Primary Insurance company; or (2) in the absence of Primary Insurance, the retail value of the Vehicle (per NADA or equivalent market evaluation manual). In the absence of Primary Insurance the terms and conditions of this Contract will remain the same. Adjustments will be made for prior unrepaired damage, mileage, usage, condition, applicable taxes or fees, and documented Vehicle options and accessories purchased at the time the Financial Agreement was executed. If it is determined that Your Primary Insurance company did not pay a fair Actual Cash Value and we provide You with evidence obtained in our research, You may be required to contact Your Primary Insurance carrier and request a higher payment.

Buyer, as identified on page 1, means the purchaser, borrower or lessee.

Class 3 Truck means any van or light truck rated Class 3 (GVWR from 10,001 lbs to 14,000 lbs) or higher by the manufacturer according to Department of Transportation guidelines. A van or light truck rated Class 3 or higher is excluded from coverage unless the Class 3 Truck surcharge option has been selected and purchased.

Commercial Use means utilization of the Vehicle under limited conditions for light commercial purposes generally regarded as professional, including, but not limited to a Vehicle used by an individual driver for sales/services (e.g., real estate, cleaning services, home health services) or light duty contracting such as an electrician or plumber. A Vehicle registered as commercial or to a business shall be deemed commercial. A Vehicle utilized for Commercial Use is excluded from coverage unless the Commercial Use surcharge option has been selected and purchased. Ride-Sharing is not considered Commercial Use. Additional exclusions apply - see the EXCLUSIONS section for complete details.

Contract means this Addendum to the Financial Agreement.

Date of Loss means the date on which the Total Loss occurred.

Delinquent Payment means any amount as required by the original terms of the Financial Agreement that, as of the Date of Loss, has remained unpaid after the due date.

Equal Monthly Installment Method means the presumption of equal monthly installments beginning no more than forty-five (45) days from the purchase date of the Vehicle and amortized over not more than eighty-four (84) months.

Financial Agreement means the retail installment sales contract, loan, or lease document(s) evidencing Your purchase or lease of the Vehicle with a period of not more than forty-five (45) days from the date of purchase to the first payment.

Financial Institution means the dealer, assignee, lienholder or lessor.

Outstanding Balance means the amount in U.S. currency required to satisfy or payoff the Financial Agreement as of the Date of Loss. The Outstanding Balance shall be determined based only on the amount You originally borrowed to purchase the Vehicle. Amounts added subsequent to the purchase of the Vehicle, such as but not limited to collateral protection insurance, unearned finance charge, rental charges, taxes, Delinquent Payments, past due amounts, late charges, extensions of maturity, salvage, repo expense, towing and storage are not included. The Outstanding Balance shall be reduced by any proceeds that could be recovered from the cancelling of any items, such as a service contract, credit insurance, or other similar items, that were included in the Financial Agreement. In the absence of Primary Insurance, the Outstanding Balance shall be reduced by any costs incurred in obtaining an appraisal or the value of the Vehicle. The Outstanding Balance, at the Date of Loss, shall be determined by the lower of (1) the Financial Agreement original payment schedule or (2) the Equal Monthly Installment Method, as applicable under the terms of this Contract. If additional collateral is secured under the Financial Agreement, the described Vehicle shall bear a proportionate share of the total Outstanding Balance in proportion to the amortized amount You originally borrowed directly related to Your purchase of the Vehicle.

Primary Insurance means the comprehensive, collision, and/or other insurance coverage as required under the terms and conditions of the Financial Agreement or any third party insurance responsible for damage to or theft of the Vehicle.

Ride-Sharing means a utilization of the Vehicle in connection with a Transportation Network Company. Ride-Sharing is not considered Commercial Use.

Seller means the entity from which You purchased this Contract or their assignee.

Territory means the United States of America, its territories or possessions, and Canada.

Total Loss means that the Vehicle is deemed a Total Loss by the Primary Insurance company due to an insured peril. In the absence of Primary Insurance, the Vehicle must be available for the Program Administrator's inspection or appraisal to determine if the Vehicle is a constructive Total Loss with repairs greater than the Actual Cash Value of the Vehicle immediately prior to the Date of Loss. If the Vehicle is not available for inspection or appraisal, no deficiency benefit will be waived.

Transportation Network Company means a company that uses an online-enabled application or digital network to connect passengers with drivers using their personal vehicles for the purpose of providing prearranged transportation services for compensation. Examples of a Transportation Network Company include but are not limited to: Uber, Lyft, and Sidecar.

Vehicle means the motor vehicle described on Page 1 of this Contract. The Vehicle must be garaged and used only in the Territory.

You, Your, Consumer means the Buyer, purchaser, borrower or lessee.

CONTRACT EXPIRATION

This Contract expires upon the earliest of (1) the original termination date of the Financial Agreement, (2) the early termination of the Financial Agreement, (3) occurrence of a Total Loss, (4) date of repossession of the Vehicle, (5) eighty-four (84) months after the date of this Contract, or (6) any term limitation as set forth in the VEHICLE TYPE AND PROGRAM ELIGIBILITY section hereof. You must request a refund, in writing, except where prohibited by law, from the Seller/Financial Institution for any Contract expiring event. The maximum term of this Contract for which a deficiency may be waived will not exceed eighty-four (84) months. This Contract is not renewable.

ASSIGNMENT

The Financial Institution shall have the right to assign its right(s), title, and interests in this Contract at any time. Assignment of the Financial Agreement by the Financial Institution shall not in any way affect the terms and conditions of this Contract. This Contract is void should You transfer the Vehicle to any third party. This Contract is for the sole benefit of the registered Buyer as described on Page 1 of this Contract and may not be assigned or transferred by You to another person or financial institution.

VEHICLE TYPE AND PROGRAM ELIGIBILITY

You are not eligible for this Contract if You do not own or lease the Vehicle. Coverage extends only to the Vehicle and Vehicle accessories included in the original Financial Agreement. Trailers and special commercial usage optional equipment, accessories and body components are not covered. Additionally, the following limitations, exclusions, and eligibility requirements apply:

MOTOR VEHICLE - AUTOMOBILE, VAN, or LIGHT TRUCK: Includes a Vehicle utilized for personal use, Ride-Sharing, and/or Commercial Use (with payment of the applicable Surcharge) that are less than 15,000 pounds gross vehicle weight (GVWR). Certain vehicle makes, models, types and uses are ineligible for coverage - see EXCLUSIONS below.

LEASES, BALLOON FINANCIAL AGREEMENTS AND DEFERRED PAYMENT FINANCING: The maximum term of any lease, balloon Financial Agreement, or deferred payment Financial Agreement shall be no more than eighty-four (84) months. Deferred payment Financial Agreements and balloon Financial Agreements will be converted to the Equal Monthly Installment Method.

EXCLUSIONS

No deficiency benefit will be waived under this Contract respecting a Total Loss,

- (1) occurring prior to its effective date;
- (2) resulting from an intentional act, forgery or any criminal or illegal, intentional, willful, reckless, negligent or wanton act (including but not limited to DWI/DUI) by You, or any authorized driver, whether acting alone or in collusion with others;
- (3) on any of the following vehicles or vehicle types which are excluded from coverage: Aston Martin, Bentley, Bugatti, Dodge Viper, Ferrari, Ford GT, Karma, Lamborghini, Lotus, McLaren, Mercedes-Maybach, Rolls Royce, 12 cylinder vehicles, ATVs, boats, motorcycles, RVs, snowmobiles, trailers, vehicles used for emergency services or for any rare, exotic, unusual, limited-production, one-of-a-kind, kit, or customized vehicle;
- (4) due to confiscation, forfeiture, seizure, or destruction of the Vehicle by any governmental authority or public official;
- (5) if the Primary Insurance company settlement is equal to or greater than the Outstanding Balance;
- (6) resulting from any civil commotion, disturbance, riot, or action taken by any governmental authority in dealing with such;
- (7) resulting from the Vehicle being operated, used, or maintained in any race, speed, or other contest;
- (8) resulting from the Vehicle being operated or utilized for daily rental, livery, carrying passengers for hire (taxi, limo, shuttle services), towing or road service operations, government/military use, law enforcement, emergency services, or snowplowing;
- (9) resulting from nuclear reaction or radiation or radioactive contamination;
- (10) resulting from Total Loss to the Vehicle caused by or resulting from wear and tear, gradual deterioration, obsolescence, rust, corrosion, latent defect, inherent defect, freezing, overheating, or resulting from any repairing, restoration, or remodeling process, structural, mechanical, or electrical breakdown or failure unless fire or other accident ensues and then only for the physical loss or damage by such ensuing fire or accident, are specifically excluded;
- (11) for any vehicle held as collateral for any purpose other than purchase of the Vehicle;
- (12) if the Vehicle has either a rebuilt, salvage, branded or junk title or has been previously declared a Total Loss;
- (13) if the Vehicle was being operated or utilized for Commercial Use unless the Commercial Use surcharge option has been selected and purchased; or,
- (14) for any loss other than a Total Loss. NOTE: In addition, there shall be no coverage for any benefits under this Contract unless there is a deficiency waived.

ARBITRATION

It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Contract or the sale of this Contract, including for recovery of any claim under this Contract including the applicability of this arbitration clause and the validity of this Contract shall be resolved by neutral binding arbitration on an individual basis without resort to any form of class action or any other collective or representative proceeding by the American Arbitration Association (AAA), under the Commercial Arbitration Rules in effect at the time the claim is filed. All preliminary issues of arbitration will be decided by the arbitrator.

- 1.) The arbitration shall take place in the county of residence of the Buyer unless another location is mutually agreed upon by the parties. The arbitration shall take place before a single arbitrator selected in accordance with the AAA Commercial Arbitration Rules. AAA rules and forms may be obtained and all claims shall be filed at www.adr.org or at any AAA office.
- 2.) The cost of the arbitration shall be borne by the Seller except that each party must bear the cost of filing and the cost of its own attorneys, experts and witness fees and expenses. You may seek a waiver of the filing fee under the applicable AAA rules. If the arbitrator holds that a party has raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by the other party.
- 3.) It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial. You will not be able to participate as a representative or member of any class of claimants. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.
- 4.) All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. In the event of a conflict or inconsistency between this arbitration provision and the other provisions of this Contract or any prior agreement, this arbitration provision shall govern.

FRAUD AND MISREPRESENTATION

This Contract is issued in reliance upon the truth of all representations made by You. This Contract shall be void where you: 1. Intentionally concealed or misrepresented any material fact; 2. Engaged in fraudulent conduct; or 3. Made a false statement relating to submitting a claim. 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 Total Loss, this Contract may be voided and all charges will be returned, less a \$50.00 processing fee.

STATE PROVISIONS

Alabama: In the event of cancellation of the GAP waiver due to early termination of the finance agreement, the creditor shall provide, or cause the administrator or retail seller to provide, within 60 days of termination, any refund due to a borrower without requiring the borrower to request cancellation of the waiver.

Alaska: The Buyer's Primary Insurance deductible will not be waived under this Contract.

Arkansas: The cost of this Contract is not regulated and You should determine whether Your Charge For GAP Contract is reasonable in relation to the protection afforded by this Contract.

Illinois: Lease and balloon Financial Agreements are not allowed. A portion of the charges You pay for Your GAP coverage will be retained by the Seller.

Indiana: The cancellation/processing fee is not applicable. The sale of the GAP Waiver Agreement is not permitted if the amount financed, less the cost of the GAP Waiver Agreement, less the cost of credit insurance, and less the cost of warranties or service agreements is less than 80% of MSRP for a new vehicle or 80% of the NADA average retail value for a used vehicle. In the event of early termination of the Financial Agreement the GAP Contract You will receive any refund due without requiring You to request cancellation within sixty (60) days. The cost of the GAP Contract is not regulated, the Borrower should determine whether the cost of the GAP is reasonable in relation to the protection afforded by the GAP.

Kansas: If You have questions or **complaints** regarding this Contract You may contact the Kansas Office of the State Bank Commissioner, 700 S.W. Jackson #300, Topeka, KS 66603, <http://www.osbckansas.org/>. For **claims** contact Program Administrator: Financial Gap Administrator LLC, P.O. Box 22439, St. Louis, MO 63126-2439 • Phone (888) 427-2037 • Fax (636) 349-3169 • Email: LossReport@GapAdmin.com.

STATE PROVISIONS cont.

Louisiana: The cancellation/processing fee is not applicable. The extender of credit hereby agrees, by acceptance of this Contract as an amendment to the Financial Agreement upon assignment, to waive Your liability for the difference between the Outstanding Balance (excluding past due amounts, payment extensions, insurance or other charges as described in this Contract) under the Financial Agreement and the Actual Cash Value of Your Vehicle as of the Date of Loss of Your Vehicle. Exclusions #2 is amended as follows; "resulting from a forgery or any criminal or illegal act (including but not limited to DWI/DUI) by You". Exclusions #10 is amended as follows: "wear and tear, gradual deterioration, obsolescence, rust, corrosion, latent defect, inherent defect" are deleted.

Minnesota:

THE GAP WAIVER 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.

Missouri: The cancellation/processing fee is not applicable.

Nebraska: This Contract is not insurance and is not regulated by the Department of Insurance and remains a part of the Financial Agreement upon the assignment, sale or transfer of such Financial Agreement by the Seller or Seller's designee.

NEVADA:

A GUARANTEED ASSET PROTECTION WAIVER IS NOT A POLICY OF LIABILITY OR CASUALTY INSURANCE AND DOES NOT SATISFY THE REQUIREMENT TO MAINTAIN LIABILITY INSURANCE PURSUANT TO NRS 485.185. FAILURE TO MAKE A TIMELY PAYMENT UNDER THE TERMS OF THE FINANCE AGREEMENT MAY VOID THE GUARANTEED ASSET PROTECTION WAIVER.

New Jersey: The creditor shall provide, or cause the administrator or dealer to provide, the borrower any refund due within 60 days of the event terminating the finance agreement without requiring the borrower to request the refund, or within 60 days of receipt of the borrower's cancellation.

New Mexico: The cancellation/processing fee is not applicable.

Oregon: In the event of early termination of the Financial Agreement and the Contract, You will receive any refund due, without requiring You to request cancellation, within sixty (60) days.

Pennsylvania: A portion of the charges You pay for the Contract will be retained by the Seller.

South Carolina: The cancellation/processing fee is not applicable. **THIS GAP WAIVER IS NOT REQUIRED TO OBTAIN CREDIT, NOR TO OBTAIN CERTAIN TERMS OF CREDIT OR TO PURCHASE THE RELATED MOTOR VEHICLE. THIS GAP WAIVER WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST.**

Tennessee: The cost of this Contract is not regulated and the Buyer has the responsibility to determine whether the cost of the Contract is reasonable in relation to the protection afforded by the 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 Program Administrator.

Utah: This Contract is subject to limited regulation by the Utah Insurance Commissioner and a complaint regarding this Contract may be submitted to the Commissioner at the Utah Department of Insurance, State Office Building, Room 3110, Salt Lake City, UT 84114. Loss Document Requirements is revised to state if You show that it was not reasonably possible to submit Total Loss documentation within time prescribed, this Contract will not be void.

Vermont: The cancellation/processing fee is not applicable. Seller must assign, sell or transfer, within fifteen (15) business days, the Financial Agreement to a Financial Institution as defined in the subdivision 11101(32) of Title 8, or an entity licensed under subdivision 2209(a)(1) or (3) of Title 8, or this Contract is void and You will receive a full refund of the charges of this Contract. You may cancel this Contract for any or no reason within thirty (30) days of the purchase date and receive a full refund if no loss or event covered has occurred.

Washington: 1. Any refund of the purchase price for a Contract that was included in the financing of the motor vehicle or vessel may be applied by the Financial Institution as a reduction of the overall amount owed under the Financial Agreement, rather than applying the refund strictly to the purchase price of the Contract. 2. The guaranteed asset protection Contract is not credit insurance, nor does it eliminate the Buyer's obligation to insure the motor vehicle as provided by laws of this state. Purchasing a guaranteed asset protection contract does not eliminate the borrower's rights and obligations under the vendor single-interest and collateral protection coverage laws of this state.

West Virginia: Once activation of the Contract has been initiated, and until such time as the request for a benefit under the Contract is resolved, the Contract shall not be terminated or cancelled, nor shall a request for a benefit under the Contract be denied, by the creditor, administrator or other designated party, solely due to the Buyer's failure to make monthly payments owed for the Contract purchase price.

Wisconsin: The cancellation/processing fee is not applicable. The Contract Expiration section is replaced by the following: This Contract terminates no later than the earliest of the following events: (1) Cancellation by You; (2) Payment in full of the Financial Agreement; (3) Expiration of any redemption period after a repossession or surrender of the Vehicle; or (4) Upon Total Loss of the Vehicle, after the Financial Institution has waived the gap amount or it is determined that no gap amount exists. You must request a refund in writing, except where prohibited by law, from the Seller/Financial Institution for any Contract expiring event. This Contract is not renewable. To cancel this Contract, contact the Program Administrator at P.O. Box 22439, St. Louis, MO 63126-2439. You will not be charged for the cost of any appraisal requested by Program Administrator. The Arbitration provision is amended as follows: In the second sentence, the language "including the applicability of this arbitration clause and the validity of this Contract" is deleted. The sentence: "All preliminary issues of arbitration will be decided by the arbitrator." is deleted. Class Action or any other collective or representative claims are not prohibited under this provision. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision will remain valid to the extent not prohibited by the Wisconsin Consumer Act. A cancellation refund within the first 30 days will also include the amount of the applicable finance charge.

STATE LAW - If any provision of this Addendum conflicts with the laws of the state in which it was issued, the provision(s) is severable and hereby amended to conform to state law. The remaining provisions of this Addendum remain in full force.