



GAP ADDENDUM

SGCODFS

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			FINANCIAL AGREEMENT DATE		FINANCIAL AGREEMENT TERM MONTHS	
AMOUNT FINANCED/LEASE CAP COST				APR		PRIMARY INSURANCE DEDUCTIBLE				TERM OF GAP CONTRACT 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 GAP 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 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). 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. 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 the 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 Finance 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.

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.



GAP ADDENDUM CANCELLATION REQUEST

SGCO

This Guaranteed Automobile 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
\$					%		\$				MONTHS
YOUR CHARGE FOR GAP CONTRACT		\$									

YOU HAVE THE UNCONDITIONAL RIGHT TO CANCEL AND TERMINATE THIS OPTIONAL GAP ADDENDUM FOR A FULL REFUND/CREDIT WITHIN THIRTY (30) DAYS AFTER IT IS PURCHASED PROVIDED YOUR VEHICLE HAS NOT SUFFERED A TOTAL LOSS, AND YOU COMPLETED AND RETURNED THIS FORM OR OTHER WRITTEN NOTICE OF CANCELLATION TO THE BELOW ADDRESS POSTMARKED NO LATER THAN THIRTY (30) DAYS AFTER GAP WAS PURCHASED. IF YOU DO NOT RECEIVE THE REFUND/CREDIT WITHIN SIXTY (60) DAYS OF NOTICE OF CANCELLATION/TERMINATION, CONTACT THE GAP ADMINISTRATOR STATED BELOW.

CANCELLATION REQUESTS AFTER THIRTY (30) DAYS WILL BE ENTITLED TO A REFUND/CREDIT ACCORDING TO THE PRO-RATA REFUND METHOD.

IF YOU HAVE NOT PAID YOUR FINANCIAL AGREEMENT IN FULL AND/OR DO NOT PROVIDE EVIDENCE OF SAID PAYMENT IN FULL, YOUR REFUND/CREDIT WILL BE FORWARDED TO THE ASSIGNEE FINANCIAL INSTITUTION FOR REFUND/CREDIT TO YOUR FINANCIAL AGREEMENT.

Mail Cancellation Request to your financial institution (Assignee/Lienholder) named above or to the GAP Administrator at:

Financial Gap Administrator LLC
Attn: GAP Cancellation Department
P.O. BOX 22439
ST. LOUIS, MO 63126-2439
Phone: (888) 427-2037 Fax: (636) 600-4426 Email: Cancellations@GapAdmin.com

YOU CERTIFY THAT YOUR COLLATERAL HAS NOT SUFFERED A TOTAL LOSS AND YOU HAVE NOT REQUESTED BENEFITS UNDER THE TERMS OF YOUR GAP ADDENDUM.

BY YOUR SIGNATURE BELOW, YOU ARE HEREBY REQUESTING CANCELLATION OF YOUR PARTICIPATION IN THE GUARANTEED ASSET PROTECTION PROGRAM AS DESCRIBED IN YOUR GAP ADDENDUM.

YOU AGREE THAT NO BENEFITS DUE UNDER THE TERMS OF YOUR GAP ADDENDUM WILL BE PAYABLE AS OF THE DATE OF THE CANCELLATION.

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