



Signature Protecting YOUR Investment

Signature GAP 125% WIC (8/17)

GAP ADDENDUM

CUSTOMER (BORROWER) INFORMATION

LAST NAME _____ FIRST NAME _____ MIDDLE INITIAL _____
 STREET ADDRESS _____ APT # _____
 CITY _____ STATE _____ ZIP CODE _____
 HOME PHONE # _____ BUS. PHONE # _____ EMAIL _____

COVERED VEHICLE INFORMATION

MANUFACTURER _____ MODEL _____ APR % _____ YEAR _____
 VEHICLE ID NUMBER _____ COMMERCIAL USAGE
 ONE TIME CHARGE TO CUSTOMER FOR DEFICIENCY WAIVER ADDENDUM \$ _____ ORIGINAL DATE OF CONTRACT _____
 INSTALLMENT SALES BALLOON AMOUNT _____ *MSRP/NADA \$ _____ Mileage: _____
 CONTRACT/LOAN/LEASE LOAN FINANCED \$ _____ **TERM (IN MONTHS) _____ NEW USED

DEALER (CREDITOR) INFORMATION *Maximum Eligibility Limit **125%** MSRP/NADA **Maximum Term of GAP **84** Months Maximum GAP Benefit **\$50,000**

DEALER # _____ DEALERSHIP _____
 STREET ADDRESS _____
 CITY _____ STATE _____ ZIP CODE _____

ASSIGNEE INFORMATION

ASSIGNEE _____ INSTALLMENT SALES CONTRACT / LOAN / ACCT. # _____
 STREET ADDRESS _____
 CITY _____ STATE _____ ZIP CODE _____

Max. Limit of Liability: \$50,000 **Max. Primary carrier Deductible: \$1,000** **Max. Financing contract Term: 84 Mos.**
Max. % of Vehicle Value At Loan/Lease: 125% **Max. Financing contract Amount: \$125,000**

This GAP protection addendum, which is effective as of the inception date above, amends the FINANCING CONTRACT. This addendum is between the CUSTOMER shown above (YOU or YOUR) and the DEALER shown above (WE, US, or OUR) or if the FINANCING CONTRACT is assigned to another party, the ASSIGNEE.

YOU may wish to consult an alternative source to determine whether similar protection may be obtained and at what cost. If YOU purchase GAP from this source, YOU understand that the DEALER may retain all or a portion of the charge for this GAP addendum. YOU should carefully read the back of this addendum for additional information on eligibility, requirements, CONDITIONS and EXCLUSIONS that could prevent YOU from receiving benefits under this addendum.

GAP does not take the place of insurance on the PROTECTED VEHICLE. YOU are responsible for maintaining collision and comprehensive insurance for the full value of the vehicle and any other insurance required by the FINANCING CONTRACT or applicable law. YOU are responsible for all notifications or claims that are required to be filed with YOUR automotive insurance company. WE will not process or handle YOUR insurance claims for YOU. If YOU move during the term of this contract, it is YOUR responsibility to notify US or OUR Administrator of YOUR change of address.

BY YOUR SIGNATURE BELOW YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

- THAT THIS GAP ADDENDUM IS NOT AN INSURANCE POLICY OR PART OF AN INSURANCE POLICY.
- THAT YOUR ACCEPTANCE OF THIS GAP ADDENDUM IS VOLUNTARY AND IS NOT REQUIRED IN ORDER FOR YOU TO OBTAIN CREDIT, DOES NOT IMPACT YOUR ABILITY TO OBTAIN ANY PARTICULAR OR MORE FAVORABLE CREDIT TERMS AND HAS NO EFFECT ON THE TERMS OF THE RELATED SALE OF THIS VEHICLE.
- THAT YOU HAVE READ AND UNDERSTAND THIS ADDENDUM AND ITS PROVISIONS AND AGREE THAT NO VERBAL REPRESENTATIONS HAVE BEEN MADE TO YOU THAT DIFFER FROM THESE WRITTEN PROVISIONS.
- YOU AUTHORIZE RELEASE OF FINANCING CONTRACT INFORMATION REQUIRED FOR PROCESSING OF A LOSS.
- LOSSES MUST BE REPORTED TO THE BELOW ADMINISTRATOR WITHIN NINETY (90) DAYS OF THE PRIMARY CARRIER'S SETTLEMENT OR, IF THERE IS NO PRIMARY CARRIER, WITHIN NINETY (90) DAYS OF THE DATE OF LOSS.

Yes, I elect the GAP Protection and acknowledge understanding of all provisions above and on succeeding pages.

Customer Signature: _____ Date: _____

DEALER Signature: _____ Date: _____

DISTRIBUTION: CUSTOMER - CLASSIC - DEALER - ASSIGNEE

Administered by Norman and Company, Inc. 106 State Street East, Oldsmar, FL 34677 800-930-4633

LIMITATIONS--THIS IS ONLY A PARTIAL LIST. YOU MUST READ THIS ENTIRE GAP ADDENDUM FOR ALL LIMITATIONS:

- A. We will not waive that portion of the **UNPAID NET BALANCE** that results from the original **FINANCING CONTRACT** amount exceeding the Max. % of Vehicle Value at Loan/Lease stated above at the inception date of this addendum.
- B. The GAP term must match the **FINANCE CONTRACT** term not to exceed the Maximum Finance Contract term stated on Page 1.
- C. Any addendum issued for an amount financed in excess of A above will be deemed eligible for enrollment as limited by this section.
- D. **FINANCING CONTRACTS** that do not have uniform monthly repayment terms for the full period of the **FINANCING CONTRACT** are subject to the provisions of **CONDITION B**.

YOUR RIGHT TO CANCEL: YOU may cancel this addendum before midnight of the 30th day after the inception date shown above and receive a full refund/credit. In the event of early termination of the addendum after the 30th day, any refund will be calculated on the basis of a Pro Rata refund method, less a \$50.00 cancellation fee (the cancellation fee is waived on all Ford Motor Credit (FMC) installment loans), unless other state regulatory methods apply. WE will apply all refunds to **ASSIGNEE** unless proof of total pay off is provided by YOU. It is YOUR responsibility to notify the **DEALER/CREDITOR** in writing within 90 days of YOUR request to cancel this addendum and request a refund/credit of the GAP charges. **If YOU do not receive the refund/credit within 60 days of notice of cancellation/termination, contact the GAP Administrator.**

In the event of a **CONSTRUCTIVE TOTAL LOSS** or **UNRECOVERED THEFT** to the **PROTECTED VEHICLE**, WE agree to waive OUR rights against YOU for an amount subject to the **LIMITS OF LIABILITY** and the terms, **CONDITIONS** and **EXCLUSIONS** hereof. YOU will remain responsible for payment of any items stated under **EXCLUSIONS** and that remain unpaid in the **FINANCING CONTRACT**.

TERMINATION OF ADDENDUM: This addendum will terminate on the date the **FINANCE CONTRACT** is scheduled to terminate and no refund will be due. This addendum will terminate and a refund may be due if any of the following events occur: 1. The **FINANCING CONTRACT** is terminated prior to its maturity date; 2. In the event of a **CONSTRUCTIVE TOTAL LOSS** or theft of the **PROTECTED VEHICLE** after the Gap amount has been waived 3. in the event that a **PROTECTED VEHICLE** is sold, assigned or transferred by YOU before the expiration date of the **FINANCING CONTRACT**; 4. expiration of any redemption period following the repossession or surrender of the **PROTECTED VEHICLE**; or 5. the date the **FINANCING CONTRACT** is prepaid or the **FINANCING CONTRACT** is refinanced. **It is YOUR responsibility to notify the DEALER/CREDITOR in writing, within 90 days of a terminating event, unless prohibited by law, of YOUR request to cancel this coverage and to request a refund/credit of the GAP charges.**

LIMITS OF LIABILITY

The amount WE will waive under this addendum shall not exceed the lesser of:

- A. The amount shown as the **MAXIMUM LIMIT OF LIABILITY** on Page 1; or
- B. If the collateral is protected by a **PRIMARY CARRIER**; the amount obtained by subtracting the primary insurance settlement, including any amount that the **PRIMARY CARRIER** Deductible exceeds the Max. **PRIMARY CARRIER** Deductible reflected on Page 1, from the **UNPAID NET BALANCE**. If a portion of the **PROTECTED VEHICLE** is not covered by a **PRIMARY CARRIER**, the **ACTUAL CASH VALUE AT LOSS** of that portion and the amount of any unrepaired prior damage or the value of any retained salvage shall be added to the primary insurance settlement. The total will then be subtracted from the **UNPAID NET BALANCE**; or
- C. If the **PROTECTED VEHICLE** is not protected by a **PRIMARY CARRIER**; the amount obtained by subtracting the **ACTUAL CASH VALUE AT LOSS** of the **PROTECTED VEHICLE**, reduced by the amount of any prior damage or retained salvage, from the **UNPAID NET BALANCE**.

DEFINITIONS

A. FINANCING CONTRACT/LOAN/LEASE: The contract which represents the financing agreement between YOU and US for the purchase or lease of the **PROTECTED VEHICLE**, and which sets forth the terms, **CONDITIONS**, inception date and expiration date of the financing agreement.

B. PROTECTED VEHICLE: The vehicle shown on Page 1. The vehicle shown on Page 1 must be a private passenger automobile, SUV or light truck of no more than 12,500 lbs. GVWR and not otherwise excluded from this addendum that appears in NADA or equivalent guide.

C. COMMERCIAL USAGE as selected on the front of this form: A **COVERED VEHICLE** utilized for any commercial purpose is excluded unless the **COMMERCIAL USAGE** option has been purchased. A vehicle registered as commercial or registered to a business shall be deemed as utilized for commercial purposes. Vehicle used for police or emergency service, principally off-road use, snow removal, carriage of passengers for hire, rental purposes, road repair or hauling activities are not eligible for coverage hereunder. Share the expense car pools are not considered commercial purpose.

D. VEHICLE VALUE AT LOAN/LEASE: The lesser of (1) the manufacturer's suggested retail price, (2) the selling price of the vehicle or (3) the vehicle's retail value from the current, at date of loan or lease, National Automobile **DEALER'S** Association (NADA) guide.

E. PRIMARY CARRIER: The insurance company that: 1) is secured by YOU to provide physical damage coverage, as required in the **FINANCING CONTRACT** on a **PROTECTED VEHICLE**, or 2) provides liability coverage to any person who has caused YOUR vehicle to incur a **CONSTRUCTIVE TOTAL LOSS** and for which that person is legally liable. Additionally, the **PRIMARY CARRIER** shall be any other coverage YOU may have protecting YOUR interest in the **PROTECTED VEHICLE**, contingent upon the failure or absence of YOUR coverage.

F. CONSTRUCTIVE TOTAL LOSS: A loss where the cost to repair or replace the **PROTECTED VEHICLE** plus its salvage value would exceed the **ACTUAL CASH VALUE AT LOSS**.

G. UNRECOVERED THEFT: A **PROTECTED VEHICLE** reported as stolen to both the police and the **PRIMARY CARRIER** who have made every effort, yet have failed to find and return the **PROTECTED VEHICLE**. A **PROTECTED VEHICLE** that is confiscated or improperly taken or secreted by YOU, where both YOUR and the **PROTECTED VEHICLE'S** whereabouts are not known shall not be deemed for the purposes of this addendum as an **UNRECOVERED THEFT** loss.

H. ACTUAL CASH VALUE AT LOSS: The retail value of the **PROTECTED VEHICLE** or any portion thereof with appropriate adjustments for mileage, optional equipment or unrepaired prior damage. The retail value will be determined from the current, at **DATE OF LOSS**, National Automobile **DEALERS** Association guide.

I. UNPAID NET BALANCE: The amount owed to US by YOU, in accordance with the terms and **CONDITIONS** of the **FINANCING**

CONTRACT, resulting from early termination of the **FINANCING CONTRACT**. This amount may not include any unearned interest; loan or lease charges; late charges; any **DELINQUENT PAYMENTS**; any uncollected service charges; refundable prepaid taxes or fees; or any other proceeds **YOU** may duly recover by canceling insurance coverages, service contracts, warranties; unearned GAP charges; disposition fees, termination fees, penalty fees, or other items added to the initial **FINANCING CONTRACT** balance after the inception of the **FINANCING CONTRACT**. If two or more pieces of collateral are secured under a **FINANCING CONTRACT**, **WE** will not waive more than the proportionate share of the total **UNPAID NET BALANCE** that the balance applicable to the **PROTECTED VEHICLE** represents to the total **FINANCING CONTRACT** balance. The **UNPAID NET BALANCE** also excludes loans or special finance offers which may waive or delay payment of principal or interest.

J. DELINQUENT PAYMENT(S): Any payment, as described in the **FINANCING CONTRACT**, which remains unpaid for a period of more than ten (10) days after the date stated in the **FINANCING CONTRACT**. **DELINQUENT PAYMENTS** will also include any late charges or interest that have accrued due to past due **FINANCING CONTRACT** payments.

K. DATE OF LOSS: The date on which the actual physical damage or **UNRECOVERED THEFT** occurs. If such date is indeterminable, the **DATE OF LOSS** shall be the date the **PRIMARY CARRIER** makes settlement and payment to **YOU**.

EXCLUSIONS

This addendum does not cover loss or damage:

- A.** Occurring prior to the effective date of this addendum.
- B.** In connection with a **FINANCING CONTRACT** effected prior to the effective date of this addendum.
- C.** Resulting directly or indirectly from any dishonest, fraudulent, criminal or illegal act or arising from an intentional act committed by **YOU**.
- D.** Due to intentional or criminal acts of a **CUSTOMER/BORROWER** or their permissive user while committing a felony, including but not limited to DUI/DWI, or while seeking to elude lawful apprehension or arrest by a law enforcement official.
- E.** Due to or resulting from mechanical or electrical breakdown or failure.
- F.** Resulting from the vehicle being operated, used, or maintained in any race, speed contest or other contest.
- G.** If the vehicle was ever titled as salvage or rebuilt vehicle.
- H.** The following vehicles which are excluded from coverage: Any vehicle with a gross vehicle weight rating (GVWR) in excess of 12,500lbs, Aston Martin, Bentley, Daewoo, Dodge, Sprinter, Lamborghini, Lotus, Maserati, Ferrari, Rolls Royce, Yugo, RV's, boats, ATV's, snowmobiles, motorcycles, trailers, cargo vans, limousine, taxi, buses, rental cars, and the following trucks: box trucks, dump, flat bed, semi cab, towing and utility. In addition, vehicles with special commercial equipment, accessories, and body components are excluded.
- I.** For any amounts deducted from the **PRIMARY CARRIER'S** settlement due to wear and tear, prior damage, unpaid insurance premiums, salvage, towing and storage and other **CONDITION** adjustments.
- J.** Attributable to other than the standard or optional equipment available from the manufacturer of the **PROTECTED VEHICLE**, including but not limited to: special carpeting, furniture, bars, audio, video or data equipment, cooking and sleeping facilities, customized paint, or any equipment installed to overcome a physical handicap. Factory approved conversion packages and **DEALER** installed options usually included in used car value guidebooks are not excluded.
- K.** If **YOU** (1) intentionally concealed or misrepresented any material fact; (2) engaged in fraudulent conduct; or (3) made a false statement in submitting a potential loss.
- L.** Due to the **UNRECOVERED THEFT** of the vehicle unless a police report has been filed.
- M.** If the loss is not reported within ninety (90) days of settlement with the **PRIMARY CARRIER** or, should there be no **PRIMARY CARRIER**, within ninety (90) days of the **DATE OF LOSS**.
- N.** Occurring after the expiration of any redemption period following the repossession or surrender of the **PROTECTED VEHICLE**.

CONDITIONS

A. ADDENDUM PERIOD, TERRITORY: This addendum shall be effective for the term reflected on Page 1, and will only cover losses that occur during the original **FINANCING CONTRACT** term of a **PROTECTED VEHICLE** in the United States, its territories and possessions and Canada.

B. FINANCING CONTRACTS WITH NON-UNIFORM PAYMENT TERMS:

If the first monthly payment is due more than forty-five (45) days after the date of the **FINANCING CONTRACT**, for the purpose of loss settlement the **FINANCING CONTRACT** shall be amortized as if the first monthly payment were due in forty-five (45) days, using equal monthly payments, applying the lowest interest rate applicable at any time during the term of the **FINANCING CONTRACT**.

(1) Unless designated on page 1 as a lease or balloon loan, if the **FINANCING CONTRACT** is a lease or a loan with a balloon payment at the end of the **FINANCING CONTRACT** term, for the purpose of loss settlement the **FINANCING CONTRACT** shall be amortized using the method below that results in the lower balance at the time of the **CONSTRUCTIVE TOTAL LOSS** or **UNRECOVERED THEFT**:

- a) The amortization schedule specified in the **FINANCING CONTRACT**, or
 - b) Full amortization of the **FINANCING CONTRACT** to zero balance using equal monthly payments and the **FINANCING CONTRACT** interest rate over the **FINANCING CONTRACT's** original term.
- (2) If designated as a lease or balloon loan on page 1, for the purpose of loss settlement, the lease or balloon note loan shall be amortized to the lesser of (a) the residual value or balloon amount stated in the **FINANCING CONTRACT** or (b) the residual value of the **PROTECTED VEHICLE** as shown in the most current edition of the *Automotive Lease Guide (ALG)* in use on the **FINANCING CONTRACT** effective date.
- (3) All other **FINANCING CONTRACTS** with non-uniform payment terms shall be amortized on a simple interest basis over the stated **FINANCING CONTRACT** term using the lowest interest rate applicable at any time during the **FINANCING CONTRACT** term and equal monthly payments.
- (4) If the **FINANCING CONTRACT** is a lease, the residual value of the **PROTECTED VEHICLE** on the last day of the lease term shall be the residual value stated in the leasing contract or the *Automobile Lease Guide (ALG)* Used Vehicle Guide residual value of the **PROTECTED VEHICLE** shown in the most current version of the guide on the effective date of the lease, whichever is less.

C. MITIGATION OF LOSS: **YOU** should do all things reasonable and practical to avoid or reduce any loss under this addendum and

to protect the **PROTECTED VEHICLE** from any further loss. **YOU** should also take reasonable measures to ensure that the maximum amount of **ACTUAL CASH VALUE** of a **PROTECTED VEHICLE** is paid by the **PRIMARY CARRIER**. Any loss due to **YOUR** failure to protect the vehicle or maximize settlement from the **PRIMARY CARRIER** shall not be recoverable under this addendum.

D. DECLARATIONS: By accepting this addendum, **YOU** acknowledge the agreements and representations in the addendum and agree that this addendum is issued based upon the truth of such representations.

E. ASSIGNMENT: This GAP addendum will follow the **FINANCING CONTRACT** with no subrogation rights against the Purchaser/Customer/Lessee, if the **FINANCING CONTRACT** is sold or assigned by the **DEALER**. This addendum shall not be assigned, ceded or transferred by **YOU**.

LOSS DOCUMENT REQUIREMENTS: **YOU** shall report any potential loss to the **ADMINISTRATOR** (at the address shown on the front) within ninety (90) days of settlement with the **PRIMARY CARRIER** or should there be no **PRIMARY CARRIER** within ninety (90) days of the **DATE OF LOSS**. For each loss **YOU** must provide the following and any other additional information **WE** may request: 1) a copy of the primary insurance settlement worksheet and check; 2) verification of any other insurance or other recoverables (including sale of salvage); 3) verification of any other refundable amounts; 4) a copy of this GAP addendum; 5) verification of the primary insurance deductible and the date of loss; 6) a copy of the police report, in the case of an **UNRECOVERED THEFT**; 7) details of the **FINANCING CONTRACT** include **YOUR** name and address, account number, amount borrowed, interest rate, payment amount, **FINANCING CONTRACT** history and calculation of **UNPAID NET BALANCE** amount and; 8) any additional reasonable documentation requested by **OUR** GAP administrator. No amount shall be waived by **US** if the claim is not reported or if the documentation is not provided within the stated time period. All amounts waived as the result of this addendum shall be applied to the **FINANCING CONTRACT** balance within thirty (30) days after satisfactory presentation and acceptance of all information listed above to **OUR** administrator. Loss processing will not be made until **YOU** have recovered all amounts from any insurance or other indemnity which is valid and collectible and from any other recoverable or refundable source.

ARBITRATION

YOU agree that any claims or disputes arising from or relating to this Addendum, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether **YOUR** dispute is with Administrator or Provider will be settled by impartial arbitration. Each party hereby agrees it will be administered under the rules of the American Arbitration Association (AAA) in effect when the Claim is filed.

The parties agree that arbitration will be heard by a single arbitrator either by telephone, or in the county of **YOUR** residence. **YOU** must notify the Administrator in writing of **YOUR** desire to submit **YOUR** issue to arbitration. The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree to an arbitrator, the arbitrator will be selected by a court of competent jurisdiction. **YOU** agree to abide by the arbitrator's decision and share the cost of the arbitration equally, unless the arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Addendum was purchased, the state's arbitration rules will govern.

Any Addendum that has Ford Motor Credit as its lender will not be subject to any arbitration language or rules.

STATE PROVISIONS

The cancellation fee and processing fee is not applicable in Kansas, Indiana, Louisiana, Missouri, New Mexico, South Carolina, Vermont and Wisconsin.

Alabama: The cost of the GAP Addendum is not regulated and **YOU** should determine whether the cost of this GAP Addendum is reasonable.

Alaska: The **GAP Addendum** will not waive the deductible on the **PRIMARY CARRIER'S** policy. The Customer will be responsible to pay the deductible portion to the creditor.

Illinois: Exclusion D. is amended as follows: "including but not limited to DUI/DWI," is deleted.

Indiana: The **EXCLUSIONS** Section is amended to include; **FINANCING CONTRACTS** where the amount financed is less than 80% of MSRP are not eligible for participation in this GAP program.

Kansas: The **CONDITIONS** Section is amended by deleting exclusion C. **CONDITION** Section E. **ASSIGNMENT** is deleted and replaced by the following: Assignment: This addendum will remain part of the **FINANCING CONTRACT** with no subrogation rights against **YOU** if the **FINANCING CONTRACT** or lease is assigned, sold or transferred by the **DEALER**. Exclusion D. is amended as follows: "including but not limited to DUI/DWI," is deleted. If **YOU** have complaints regarding this Addendum **YOU** may contact the Office of the State Bank Commissioner, 700 S.W. Jackson #300, Topeka, KS 66603, (785) 296-2266 or toll free 1-877-387-8523. **GAP coverage may not cancel or waive the entire amount owing at the time of loss.**

Louisiana: Payable Loss: The difference between the net payoff on the date of loss and the **PRIMARY CARRIER** settlement. The payable loss will not exceed \$50,000. Payable loss includes the amount of **YOUR** physical damage deductible on the **PRIMARY CARRIER'S** policy up to \$1,000. In the event that there is no **PRIMARY CARRIER** coverage in effect on the date of loss, or if the **PRIMARY CARRIER** is declared insolvent, **WE** will only waive the difference between the net payoff as of the date of loss and the **ACTUAL CASH VALUE (ACV)** for any amount deducted from the **PRIMARY CARRIER'S** settlement due to prior damage, unpaid insurance premiums, salvage, towing and storage and other **CONDITION** adjustments. Exclusion H is amended to read: H..." due to prior damage, unpaid insurance premiums, salvage, towing and storage and other **CONDITIONS** adjustments.

Maine: The "**EXCLUSIONS**" section is amended to add O. The GAP Addendum will not apply to **FINANCE CONTRACT** that are designated as "Lease".

Minnesota: THE GUARANTEED ASSET PROTECTION (GAP) WAIVER (ADDENDUM) 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. **YOUR RIGHT TO CANCEL** section is deleted in its entirety and replaced with the following: **YOU have the**

unCONDITIONal right to cancel this optional Addendum for a refund/credit of the unearned portion of the charge for this Addendum at any time. If any cancellation occurs within thirty (30) days of the Addendum purchase YOU will receive a full refund/credit of the Addendum cost, so long as no benefits have been provided. After thirty (30) days, a refund/credit of the Addendum cost will be calculated by the pro rata method, or by the refund method as may be required by state or federal law, less a \$50.00 cancellation fee. All refund amounts will be returned to the lender, unless proof of total payoff of the FINANCING CONTRACT is provided by YOU. If YOU choose to cancel this Addendum, YOU must request a refund/credit within sixty (60) days of notice of cancellation/termination, contact the GAP administrator shown above to assist YOU in obtaining any refund due.

Mississippi: The Guaranteed Asset Protection (GAP) Addendum YOU are purchasing is between YOU and the DEALER/CREDITOR and is not supported by a manufacturer or distributor; however, this Addendum is administered by Norman & Company, Inc./Classic. Terms defined in this Amendment have the meanings set forth in YOUR Addendum.

Nebraska: This addendum is not regulated by the Department of Insurance.

South Carolina: 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.

TERMINATION OF ADDENDUM section is deleted in its entirety and replaced with the following: This Addendum will terminate on the date YOUR FINANCING CONTRACT is scheduled to end and no refund is due. The Addendum will also terminate for the following reasons, including but not limited to: 1. Payment in full of the FINANCING CONTRACT; 2. Expiration of any redemption period following the repossession or surrender of the COVERED VEHICLE; 3. In the event of a CONSTRUCTIVE TOTAL LOSS or theft of the COVERED VEHICLE; or 4. The date the FINANCING CONTRACT is refinanced; and in these events a refund may be due if no benefits have been provided. YOU must request a refund, in writing from the DEALER/CREDITOR for any terminating event within ninety (90) days of the occurrence of such event. **YOUR RIGHT TO CANCEL** section is deleted in its entirety and replaced with the following: **YOU have the unCONDITIONal right to cancel this optional Addendum for a refund/credit of the unearned portion of the charge for this Addendum at any time. If YOU cancel this Addendum during the first thirty (30) days from the Addendum purchase date, YOU will receive a full refund/credit of the Addendum cost, so long as no benefits have been provided. If YOU cancel this Addendum cancellation occurs after the first thirty (30) days from the Addendum purchase date, a refund/credit of the Addendum cost will be calculated by the pro rata method, or by the refund method as may be required by state or federal law. All refund amounts will be returned to the Lender, unless proof of total payoff of the FINANCING CONTRACT is provided by YOU. If YOU choose to cancel this Addendum, YOU must request a refund/credit, from the DEALER/CREDITOR, in writing, at the address shown above. If YOU do not receive the refund/credit within sixty (60) days of notice of cancellation/termination, contact the GAP Administrator shown above to assist YOU in obtaining any refund due.**

NEVADA: A GAP 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 GAP waiver.

Tennessee: The cost of this addendum is not regulated and YOU have the responsibility to determine whether the cost of this addendum is reasonable in relation to the protection afforded by this addendum.

Utah: This addendum is subject to limited regulation by the Utah Insurance Commissioner and a complaint regarding this addendum may be submitted to the Commissioner at the Utah Department of Insurance, State Office Building, Room 3110, Salt Lake City, UT 84114.

Vermont: WE must assign, sell or transfer, within 15 business days, the Retail Installment sale contract/loan/lease to a Financial Institution as defined in the subdivision 11101(32) of Title 8 to an entity licensed under subdivision 2209(a)(1) or (3) of Title 8 or this addendum is void and YOU will receive a full refund of the charges of this addendum. The extension of credit, the terms of the credit nor the terms of the related sale in the case of a motor vehicle are to be **CONDITIONed** upon the purchase of a debt protection agreement.

Washington: 1. Any refund of the purchase price for an addendum that was included in the financing of the **PROTECTED VEHICLE** may be applied by the creditor as a reduction of the overall amount owed under the **FINANCING CONTRACT**, rather than applying the refund strictly to the purchase price of the addendum. 2. The guaranteed asset protection addendum is not credit insurance, nor does it eliminate the borrower's obligation to insure the **PROTECTED VEHICLE** as provided by laws of this state. Purchasing a GAP addendum does not eliminate the borrower's rights and obligations under the vendor single-interest and collateral protection coverage laws of this state.

Wisconsin: Termination of addendum is amended as follows "It is **YOUR** responsibility to notify the **DEALER** in writing, of **YOUR** request to cancel this addendum and to request a refund/credit of the GAP charges." is deleted. A cancellation refund within the first 30 days will also include the amount of the applicable finance charge. The **CONDITION** provision is amended by deleting item B(1).