

Dealer:	Name		Address		City	State	Zip
<b>IMPORTANT: TYPE OR PRINT</b>							
Purchaser/ Lessee:	Last Name		First Name - Initial		Month	Day	Year
Address:	Street			City	State	Zip	
Vehicle:	Year	Make	Model	Mileage	Vehicle Identification No.		
Financial Institution/ Lender	Name		Address		City	State	Zip
<input type="checkbox"/> Installment Sales Contract	Amount Financed/Lease Cap		Monthly Payment		Term in Months	Enrollment Price	
<input type="checkbox"/> Loan	\$		\$			\$	
<input type="checkbox"/> Lease							

NEW VEHICLE:

USED VEHICLE:

### Debt Relief Waiver Addendum ("Agreement") Provision

I understand that this Debt Relief Waiver Addendum is not an offer of insurance coverage. I understand by accepting the Waiver Addendum for my retail installment sales contract, loan or lease that my responsibility for any **"Outstanding Deficiency"** is waived in the event of the total destruction, unrecovered theft or constructive total loss of the above described vehicle, not to exceed \$50,000 or a term of seventy-two (72) months. **Outstanding Deficiency** is defined as the difference between the actual cash value of my automobile and the net installment sales contract/loan/lease payoff as of the date of loss, plus the primary automobile insurance deductible amount where applicable as defined in section (II) "Agreement" on the reverse side of this addendum.

**Exceptions:** You will not receive payment under this GAP AGREEMENT for amounts of the outstanding installment sales contract/loan or lease balance on the Date of Loss representing these items: 1) Interest, rental or other charges that accrue after the date of loss; 2) Delinquent payments or taxes, late charges or interest; 3) Refundable charges, including but not limited to service contracts, credit life or accident and health insurance; or 4) The portion of the original amount financed/total cost of lease which exceeds 150% of the manufacturer's suggested retail price (MSRP) for a new vehicle or 150% of the average retail value of a used vehicle at the time of sale using the region specific NADA Automobile Value Guide for this calculation.

I hereby acknowledge that I have read, understand and accept all of the provisions as printed on both sides of this Addendum, and agree to all of the provisions herein. The purchase of the Debt Relief Waiver Addendum is voluntary and not required by the Financial Institution/Lender to obtain credit. I want to purchase this Agreement.

Purchaser/Lessee Acceptance \_\_\_\_\_ Dealer Representative \_\_\_\_\_

### Declination of Debt Relief Addendum

I do not choose to purchase the debt relief waiver addendum. I understand that by not accepting the waiver addendum, I am not entitled to any of the benefits in the event of a total loss of the vehicle.

Purchaser/Lessee Decline \_\_\_\_\_ Date \_\_\_\_\_

Contract# G1GMPC

LZX 4789

#### I. Definitions:

1. **Covered vehicle** shall mean the item as described on page 1 of this **Agreement** which is not used for racing purposes, nor a law enforcement vehicle, fire engine, ambulance, taxi cab, limousine or any vehicle used for the purposes of delivery or livery services where compensation is provided for those services.
2. **We, Us, Our** shall mean the Dealer named herein, whose Administrator provides administrative services under this GAP Waiver **Agreement**.
3. **You, Your** shall mean the Buyer/Customer as described on page 1 of this **Agreement**.
4. **Total Loss** shall mean a direct and accidental physical loss of or damage to the **covered vehicle**, which meets one or more of the following additional conditions:
  - a) the total cost of repair of the **covered vehicle** is greater than or equal to the **Actual Cash Value** of the **covered vehicle**; or
  - b) the **covered vehicle** is stolen and is not recovered within 30 days of the date of the loss; or
  - c) Primary Insurance is settled on a **total loss** basis. **Your** failure to maintain primary insurance shall not affect **our** obligation under this **Agreement**.
5. **Established Retail Guide** means the same retail value guide that was used in determining the retail value of the **covered vehicle** as of the date of Retail Installment Sales Contract inception, such as NADA Retail Automobile Guide or Kelley Blue Book or their equivalent.
6. **Retail Installment Sales Contract Balance** (hereinafter "**balance**") shall mean a monetary amount owed to the Dealer/Financial Institution/Lender by **you** as of the date of loss, but in no event greater than the outstanding **Retail Installment Sales Contract Balance** amortized at the Retail Installment Sales Contract term, but such amounts shall not exceed the maximum benefit limit percentage of 150% of MSRP or **Established Retail Guide**, as of the date of the Retail Installment Sales Contract.
7. **Actual Cash Value** shall mean:
  - a) the value of the **covered vehicle** including tax, title and license as determined by **your** primary insurer via **total loss** payment less the primary deductible amount (NOTE: This addendum does not provide coverage for any amounts deducted from the insurer's settlement due to wear and tear, prior damage, mileage, salvage, towing or storage.); or
  - b) if at the time of loss there is no listing for the **covered vehicle**, **Actual Cash Value** shall be the amount **we** have determined, based on the best available information substantiating the retail value of the **covered vehicle** as of the date of **total loss** less the primary insurance deductible amount.
  - c) if it is determined that **your** insurance company did not pay a fair **Actual Cash Value**, and **we** provide **you** evidence obtained in **our** research, **you** may be required to contact **your** primary insurance carrier and request a higher payment.

#### II. Agreement:

1. If the **covered vehicle** is declared a **total loss** within a maximum term of seventy-two (72) months, the amount waived shall be the difference between (a) the **balance** which remains payable with respect to the involved Retail Installment Sales Contract and (b) the **Actual Cash Value** of the **covered vehicle**, with such difference then reduced by (c) the sum of any delinquent payments, all past due charges, late payment charges, Retail Installment Sales Contract extensions, disposition fees, sales tax, use tax, security deposits, any proceeds that may be recovered by insurance coverages, service contracts, extended warranties or similar items, any collection fees, early termination fees, any charges that may have been added to the outstanding **balance** after the inception of the Retail Installment Sales Contract, unearned finance charges/unearned rental payments and any primary insurance deductible(s) assessed over \$1000 at the time of such loss (Except Arkansas where it remains the responsibility of the **Purchaser**) provided all of the following conditions have been met:
  - a) **You** provide a copy of this **Agreement** to the Administrator;
  - b) **You** must report the **total loss** if the loss is the result of theft, to law enforcement authorities within twenty-four (24) hours of knowledge of the theft;
  - c) **You** must report **total loss** to **your** primary insurance carrier within five (5) days of knowledge of the loss, or if no primary insurance was available, provide two estimates of damage to vehicle, and;
  - d) **You** must provide proof of loss including such documents as **we** may require to Administrator within a reasonable period of time, usually within ninety (90) days of the date of **total loss**.
  - e) In the event of a **total loss** it is **your** responsibility to keep **your** account current until any deficiency is determined and paid.

#### III. Agreement Limitations:

1. Installment payments must be scheduled for a date that is within 45 days of the Retail Installment Sales Contract Inception Date. If they are scheduled to start beyond such 45 day period, **we** will amortize the Retail Installment Sales Contract as if the first payment had been paid 45 days after the Retail Installment Sales Contract Inception Date when determining the **balance** for loss purposes.
2. Any loss other than **total loss**, and any loss which is due to any fraudulent, deceptive, illegal, or criminal act by **You**, whether acting alone or in collusion with others, is specifically excluded.
3. This **Agreement** is for the sole benefit of the registered buyer/customer as described on page 1 of this **Agreement**, and may not be assigned or transferred to another person, is not renewable, and is cancelable as provided in this **agreement**. **We** may assign the benefit under this **Agreement** to a Finance Company/Lienholder. If assigned, **we** will pay benefit to the Finance Company/Lienholder named herein.
4. Any loss resulting from **total loss** to the **covered 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.
5. Any damage occurring to **covered vehicle** prior to Retail Installment Sales Contract Inception Date which contributes toward the vehicle being deemed a **total loss** is specifically excluded.
6. Any loss resulting from **total loss** to the **covered vehicle** caused by or resulting from any of the following causes are specifically excluded:
  - a) hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against actual, impending or expected attack;
  - b) any weapon of war employing atomic fission or radioactive force, whether in time of peace or war;
  - c) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such occurrence, seizure or destruction under quarantine or customs regulations, seizure or confiscation by order of any government or public authority, risks of contraband or illegal transportation or trade;
  - d) occurring after **covered vehicle** has been repossessed or placed in repossession; or
  - e) occurring outside of the United States or Canada.
7. Maximum GAP Waiver **Agreement** Limits: Any Retail Installment Sales Contract which exceeds a term of seventy-two (72) months, exceeds a MSRP or NADA retail value of more than \$75,000, or has limits of liability exceeding \$50,000, is not eligible for the GAP Waiver **Agreement**. Additionally, the amount waived shall not exceed the **balance** less the value of the **covered vehicle** including tax, title and license as determined by **your** primary insurer via **total loss** payment less the primary deductible.
8. Any used vehicle not listed in the then current **Established Retail Guide** at the time of financing or any truck or van weighing over 13,000 lbs (GVW) are not eligible for this GAP Waiver **Agreement**.
9. All coverage terminates at the end of the Retail Installment Sales Contract term with respect to each **covered vehicle** or under any of the following conditions:
  - a) payment of a loss under this **Agreement**;
  - b) early Retail Installment Sales Contract payoff or refinancing of original loan;
  - c) sale or transfer of the **covered vehicle** to a new registered Buyer/Customer or;
  - d) date of repossession of the **covered vehicle**.

#### IV. Termination Provisions:

In the event of a claim, the charge you paid for this Agreement is fully earned. Otherwise, you may cancel this Agreement within the first thirty (30) days and receive a full refund. Following that, you may cancel by returning the original copy to the Administrator with your written statement as to the future date you desire cancellation stated thereon. Your refund will be calculated in accordance with the Pro-rata method (or by the refund method as required in YOUR state), less a \$25 cancellation fee. The assignee lienholder will be loss payee on all refunds under this Agreement, and sole payee for refund, if your vehicle is repossessed.

To receive a refund for a cancellation, in the event of early termination due to early contract payoff or refinancing of original loan, You must give Us written notice of the early termination of your loan. Notice should be mailed to the Administrator at the address shown on page 1 of this Agreement. We have the right to require proof of the date of termination of loan. If You have questions on how to obtain a refund, call 1-800-346-6469.

#### V. Settlement Requirements:

All settlements must be reported in accordance with Section II above to the Administrator. If you require additional information or have any questions concerning these terms and conditions, please call or write Administrator shown on page 1 of this Agreement.

#### VI. STATE PROVISIONS:

Any terms and conditions of this **Agreement** that are in conflict with the statutes of the state wherein it is issued are hereby amended to conform to those statutes.