

Guaranteed Asset Protection

DEBT WAIVER ADDENDUM ("GAP Addendum")



Addendum # _____

Purchaser			Vehicle Information		
Purchaser/Lessee			Vehicle Identification Number		Vehicle Mileage
Co-Purchaser/Co-Lessee			Year		Make
Purchaser/Lessee Address					Model
City			State		Zip Code
			<input type="checkbox"/> Commercial Use Option		
Dealer			Assignee Financial Institution		
Name			Name		
Address			Address		
City			State		Zip Code
Finance Information					
Amount Financed or Gross Capitalized Cost		Term of Finance Agreement		Finance Agreement A.P.R.	
		Months		(Not Applicable for Lease)	
				Addendum Purchase Price	
				%	

ACKNOWLEDGMENT

You understand that:

- THE PURCHASE OF THIS GAP ADDENDUM IS OPTIONAL AND HAS NO BEARING ON THE EXTENSION OF CREDIT, THE TERMS OF CREDIT, NOR THE TERMS OF THE SALE OR LEASE OF THE VEHICLE.
- This GAP Addendum amends Your Finance Agreement, and is between You and the Dealer, or upon assignment between You and the Assignee Financial Institution ("Assignee"). This GAP Addendum remains a part of the Finance Agreement if Dealer, or subsequent Assignee sells, assigns or transfers the Finance Agreement. The term of this Addendum is the same as the original term of Your Finance Agreement.
- This GAP Addendum is not insurance and is not a substitute for collision or property damage insurance. This GAP Addendum does not provide general liability coverage, nor does it fulfill the requirements of financial responsibility laws and Your obligation to insure the Vehicle as provided by state law.
- You may obtain GAP protection from an alternative source and may consult with an insurance agent to determine whether similar coverage may be obtained and at what cost.
- THIS GAP ADDENDUM MAY NOT CANCEL OR WAIVE THE ENTIRE AMOUNT YOU OWE AT THE TIME OF LOSS. Waiver Benefits may decrease over the term of Your Finance Agreement.
- You may cancel this GAP Addendum at any point during the original term of Your Finance Agreement. A cancellation requested within 30 days of purchase will result in a full refund of the Addendum Purchase Price if You have not incurred a Total Loss that resulted in any portion of Your Unpaid Net Balance being waived. A cancellation request received after 30 days of purchase will be handled according to the Addendum Cancellation section.
- VEHICLES ARE NOT ELIGIBLE FOR GAP PROTECTION WHEN THE VEHICLE: 1) is not licensed for highway use; 2) has a branded title, which includes salvage titles; or 3) is a conversion van unless converted by the manufacturer or a company approved by the manufacturer.
- Your Vehicle is not eligible for commercial use unless You have elected the Commercial Use Option above. See the Definitions section for allowable and prohibited commercial use.
- This Addendum is not transferable to any other Vehicle or Finance Agreement.
- This Addendum only provides GAP protection if the Vehicle is deemed a Total Loss.
- THIS GAP ADDENDUM IS VOID AND THE FULL ADDENDUM PURCHASE PRICE WILL BE REFUNDED IF YOU HAVE CONCEALED OR MISREPRESENTED ANY MATERIAL FACT(S), OR IN THE CASE OF FRAUD.
- The Finance Agreement must identify You as the Purchaser or Lessee of the Vehicle in order to be eligible for GAP protection.
- The Finance Agreement must not already include GAP protection.
- Refinancing the Vehicle/Finance Agreement terminates this Addendum.
- This GAP Addendum can only be purchased on the Finance Agreement origination date.
- GAP protection will not be provided unless You accept and sign this GAP Addendum and agree to pay the Addendum Purchase Price.

☐ **Acceptance:** I want to purchase this GAP Addendum. My signature below means that I have read, understand and agree to the Addendum terms and Addendum Purchase Price.

Purchaser/Lessee Signature		Telephone Number	_____	Date	_____
		Email Address	_____		
Co-Purchaser/ Lessee Signature		Telephone Number	_____	Date	_____
Dealer Authorized Representative Signature		Telephone Number	_____	Date	_____

ADMINISTRATOR: Universal Underwriters Service Corporation has been appointed as the **Administrator** of this GAP Program and is authorized to assist You. You may contact the Customer Service Department at: PO Box 7922, Shawnee Mission, KS 66207, or toll free at (888) 835-5063 with questions or to receive help in filing a GAP claim.

WAIVER BENEFIT

You are responsible to the named Dealer/Assignee under the terms of the **Finance Agreement** for any unpaid balance resulting from a **Total Loss** of the **Vehicle**. In the event of a **Total Loss** of the **Vehicle** occurring within the coverage **Territory**, the Dealer/Assignee agrees to waive some or all of **Your** indebtedness subject to the terms and conditions of this Addendum.

This Addendum will waive the amount equal to the **Unpaid Net Balance** on the **Date Of Loss** less the **Actual Cash Value** of the **Vehicle**, including up to \$1,000 of **Your** primary physical damage deductible, if applicable, unless otherwise limited by state law. Any deductible amount in excess of \$1,000 remains **Your** responsibility.

DEFINITIONS

Actual Cash Value: The retail value of the **Vehicle** on the **Date Of Loss** as determined by the **Primary Carrier**. In the absence of primary insurance coverage, or if the **Primary Carrier** has been declared insolvent, or the **Primary Carrier** policy has either a stated value or a limit of liability that is less than the value of the **Vehicle**, for the purpose of the claim calculation, Actual Cash Value shall mean the average retail value of the **Vehicle** based upon information available on **Your Vehicle's** options, condition and mileage of the **Vehicle** as of the **Date Of Loss** using the region specific edition of the J.D. Power Official Used Car Guide, or an equivalent guide customarily used for the **Territory** in which the **Vehicle** is principally garaged. If the **Administrator** provides **You** with evidence that the **Primary Carrier** did not pay a fair Actual Cash Value or missed options/equipment on the **Vehicle**, **You** may be required to contact the **Primary Carrier** to request a higher Actual Cash Value and payment.

Administrator: Universal Underwriters Service Corporation, is the Administrator of this GAP Addendum. Although not a party to this Addendum, its sole responsibility is to perform the administration for this Addendum. If **You** have questions or need assistance filing a GAP claim, **You** may contact the Customer Service Department by calling toll free: (888) 835-5063.

Commercial Use Option: If this option is elected, Waiver Benefits are extended to include vehicle use for permitted commercial purposes as follows: using the **Vehicle** for transportation to and from commercial work-related activities, including, but not limited to: vehicles used for sales/services (e.g. real estate, cleaning services, and home health/aide care services); or light duty services (e.g. electrician, carpenter and plumber). In addition, permitted commercial purpose vehicles include vehicles primarily used for delivery and limousine service. Prohibited commercial purpose includes, but is not limited to: snow plow use; rental; racing, speed contest or other competition; police car, security vehicle, emergency vehicle; vehicles that are part of a fleet intended for use as a public or livery conveyance, shuttle or taxi service; or commercial towing or hauling.

You are permitted to use **Your Vehicle** for ride share or a transportation network (e.g. Uber, Lyft) without the selection of the commercial use option.

Date Of Loss: The date the **Vehicle** sustains a **Total Loss**. If such date is indeterminable, the Date Of Loss shall be the date established by the **Primary Carrier** or the date the occurrence was reported to the police, whichever is earlier.

Finance Agreement: The retail sales installment contract, loan or lease evidencing the terms and conditions of the sale or lease of the **Vehicle** entered into on the original date of sale or lease of the **Vehicle**.

Primary Carrier: The insurance company that: 1) is used by **You** to provide physical damage insurance on the **Vehicle**; or 2) provides liability coverage to any person who has caused the **Vehicle** to incur a **Total Loss**, and for which that person or entity is legally liable.

Purchaser/Lessee/Co-Purchaser/Co-Lessee/You/Your/I: The Purchaser(s) of this Addendum.

Territory: This GAP Addendum applies only to loss occurring in the Continental United States of America or Canada.

Total Loss: A direct and accidental loss of, or damage to, the **Vehicle** during the term of this Addendum, which meets one of the following criteria: 1) the **Vehicle** is declared a Total Loss by the **Primary Carrier**; or 2) no **Primary Carrier** coverage is in force, and either: a) the **Vehicle** is stolen and not recovered within 30 days of the date of the theft, and remains unrecovered at the time of notification of loss; or b) the total cost to repair the **Vehicle** as a result of the loss or damage is greater than, or equal to, its **Actual Cash Value**, as of the **Date Of Loss**.

Unpaid Net Balance: The amount owed by **You** to pay off the outstanding balance due under the provisions of the **Finance Agreement** as of the date of **Total Loss** less the following: 1) charges arising from **Your** failure to perform any term or condition of the **Finance Agreement**; 2) any amount added to the outstanding balance after the **Finance Agreement** origination date; 3) loan, lease or finance charges, rental or other charges that accrue after the **Date Of Loss**; 4) lease prepayment provisions including any early termination charges; 5) refundable taxes and/or fees applied; and 6) refundable charges, including, but not limited to service contracts, insurance policies or other refundable items included in **Your Finance Agreement**.

Vehicle: The Vehicle which is identified on the front page of this document and which is not an ineligible vehicle as defined in the Acknowledgment section of this Addendum.

ADDENDUM TERM

This Addendum begins on the **Finance Agreement** origination date and shall not extend beyond the **Finance Agreement** original expiration date.

This Addendum ends at the earliest of the following: 1) when this Addendum is canceled by **You**; 2) when the **Finance Agreement** is paid in full or is refinanced; 3) on expiration of any redemption period following the repossession or surrender of the **Vehicle**; or 4) when a **Total Loss** has occurred.

ADDENDUM EXCLUSIONS

This Addendum does not apply and no part of the **Unpaid Net Balance** will be waived due to loss or damage: 1) resulting from direct or indirect dishonest, fraudulent, criminal or illegal acts by **You**; any party acting on **Your** behalf or any person in lawful possession of the **Vehicle**; 2) resulting from any material misrepresentation of fact, or falsification of document(s) or any dishonest, fraudulent, criminal or illegal acts when **Your Primary Carrier** determines that any **Total Loss** arises to any extent from such a circumstance, provided however, that the Waiver Benefit under this GAP Addendum shall not be denied for any criminal or illegal act while driving if **Your Primary Carrier** covers **Your** claim under **Your** insurance policy; 3) resulting from being operated, used, or maintained in any race, speed contest, or other contest; 4) resulting from lawful confiscation of the **Vehicle** by an authorized public official; 5) resulting from an act occurring after the **Vehicle** has been repossessed; 6) resulting from preexisting damage to the **Vehicle** prior to the purchase of this Addendum; 7) resulting from abandonment of the **Vehicle** by **You** if **You** voluntarily discard, leave behind, or otherwise relinquish possession of the **Vehicle** to the extent that the relinquishment shows intent to forsake and desert the **Vehicle** so that it may be appropriated by any other person; 8) deducted from the **Primary Carrier's** settlement due to preexisting damage, wear and tear, unpaid insurance premiums, salvage, towing and storage, or condition adjustments associated with the **Total Loss**; 9) due to mechanical failure; or 10) occurring outside of the Continental United States of America or Canada.

CLAIM REQUIREMENTS

In the event of a **Total Loss**, **You** must file a claim not later than 90 days from the date of receipt of the **Primary Carrier's** settlement check. If **You** do not have collectible automobile physical damage insurance on the **Date Of Loss**, it is **Your** responsibility to contact the **Administrator** as soon as practicable, but not later than 90 days from the **Date Of Loss**.

- 1) **You** must cooperate with the **Administrator** and provide claim information which includes, but is not limited to the following information:
 - a) GAP Addendum; b) **Finance Agreement**; c) Payment history from the Assignee; d) **Primary Carrier's** settlement breakdown, if applicable; e) Proof of primary insurance payment, if applicable; f) A police report may only be required in the event of **Total Loss** due to theft when there is no underlying insurance in effect. If no police report is provided, then coverage may be excluded or the claim may be denied; and g) Any reasonable additional documentation.
- 2) **You** must promptly, diligently and in good faith pursue the settlement by the **Primary Carrier** if applicable.

You may contact the **Administrator** to receive help in filing a GAP claim by any of the following methods:

Toll Free - (888) 801-3078; Fax - 913 498-5587; E-mail - usz.gapclaims@zurichna.com or Mail - PO Box 7986, Shawnee Mission KS 66207-0986.

ADDENDUM CANCELLATION

This Addendum may be canceled at any time while **Your Finance Agreement** is in effect if **You** have not incurred a **Total Loss** that resulted in any portion of **Your Unpaid Net Balance** being waived under this Addendum. To cancel this Addendum, a written request must be sent to the Dealer or Assignee as shown on the first page of this Addendum. A cancellation requested within 30 days of purchase is eligible for a full refund/credit. If **Your** cancellation request is received after 30 days of purchase, the unearned portion of the cost of this Addendum will be refunded/credited according to the pro rata method less a \$50.00 cancellation fee.

When this Addendum ends because **Your Finance Agreement** is paid off early or is terminated for any reason, **You** must send a written request for refund within 90 days of the day on which the event occurred that terminated the **Finance Agreement** if a refund/credit is sought on the basis of the termination. Proof of payoff or termination from the Assignee must be included in the request. The proof can be sent to the Dealer where **You** purchased this Addendum or to the **Administrator**. Cancellation refunds/credits due to default on **Your Finance Agreement**, repossession of **Your Vehicle**, or if **Your Finance**

Agreement or this Addendum is terminated for any other reason may be paid directly to the Assignee to reduce the amount owed under **Your Finance Agreement**, unless **You** can provide proof that the **Finance Agreement** is paid in full. Any refund or credit for cancellation of this Addendum will be rounded to the nearest whole dollar. The minimum refund shall be \$1.00.

In the event any part of **Your** debt has been waived under this Addendum, the amount charged for this GAP coverage is fully earned and no refund or credit is due **You**. Once this Addendum has been canceled, **You** will be unable to receive any Waiver Benefit.

CONFORMITY TO STATUTE

Terms of this Addendum which are in conflict with the statutes of the State where the Addendum is issued are hereby amended to conform to such statutes.