

The **Addendum** is between the **Customer/Borrower** (You or Your) and the **Dealer/Creditor** (We, Us, or Our) or, when assigned, the **Financial Institution**.

Customer/Borrower		Address		
City	State	Zip	Customer Phone #	

Dealer/Creditor		Dealer / Account #	Financial Institution / Lender		
Address			Address		
City	State	Zip	City	State	Zip

Year	Make	Model		Charge for Addendum	APR %	Term of Addendum
VIN		<input type="checkbox"/> New <input type="checkbox"/> Used	MSRP / NADA	Amount Financed	Financing Contract Inception Date	

PROGRAM LIMITS					
Maximum AFVR: 150% MSRP/NADA	Maximum Term: 96 Months	Maximum Limit of Coverage: \$50,000	Maximum Amount Financed Limit: \$125,000	Finance Instrument <input type="checkbox"/> Loan <input type="checkbox"/> Installment Sales Contract <input type="checkbox"/> Lease	

☐ **Commercial \$50 Surcharge (Includes all vehicles other than those defined and excluded on reverse and increases the GVW to 25,000 lbs. in the Commercial Vehicle Definition.**

This **Addendum** amends the **Financing Contract**. In the event of a **Constructive Total Loss** of the **Collateral**, we hereby agree to waive our rights against you for the amount due under a **Qualifying Loss**. You will remain responsible for any past due amounts, payment extensions, or any items listed in EXCLUSIONS. This **Addendum** will follow the **Financing Contract** with no subrogation rights against the **Customer/Borrower**, if the **Financing Contract** is sold or assigned by us.

Although not required to do so, you elect to purchase this **Addendum** for an additional charge which is shown above. You may as an alternative to purchasing this **Addendum**, be able to purchase a similar product from a company of your choice. **This GAP Program is not insurance, does not take the place of insurance on the Collateral and does not afford collision, comprehensive, or any other form of automobile insurance coverage.** You are responsible for maintaining collision and comprehensive insurance on the **Collateral**. You are responsible for all communications with your **Primary Carrier** including notice and claims. If you purchase this **Addendum** from us, you understand that we may retain all or a portion of the charge paid by you.

The coverage under this **Addendum** may decrease over the term of your **Financing Contract**. You should carefully read the front and back of this **Addendum** for additional information on conditions, limitations and exclusions that could prevent you from receiving the amount due under a **Qualifying Loss** attributed to a **Constructive Total Loss**. This **Addendum** has no coverage to any **Collateral** where: a) the amount financed is greater than the Maximum Amount Financed Limit; and/or b) the **Financing Contract** term exceeds the Maximum Term stated above.

YOUR RIGHT TO CANCEL: 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 the Addendum is terminated or cancelled by You within 30 days of the **Addendum** purchase, you will receive a full refund/credit of the **Addendum** cost, provided no covered **Constructive Total Loss** has occurred. After 30 days, provided no covered **Constructive Total Loss** has occurred, you will receive a refund/credit of the **Addendum** cost calculated by the Pro Rata refund method, or by the refund method as may be required by state or federal law, less a \$50.00 cancellation fee, where such cancellation fee is permitted by law. If this **GAP Addendum** is cancelled due to an early termination of the finance agreement, the **Customer/Borrower** shall provide a written refund request to **Administrator** or **Dealer/Creditor** within 90 days of terminating the finance agreement. To cancel this **Addendum** and request a refund/credit, you must contact the **Dealer/Creditor** or **Administrator**, in writing, at the address shown above. If the refund/credit is not received within 60 days of notice of cancellation, contact the **Administrator** shown below. In the event of a cancellation, the **Dealer/Creditor** or **Financial Institution** will be named as payee on all refunds. No refund/credit of the **Addendum** is available if a covered **Constructive Total Loss** has occurred and the **Customer/Borrower** has or will receive the benefit of this **Addendum**.

ENROLLMENT IS AVAILABLE ONLY AT THE TIME THE **FINANCING CONTRACT** IS ORIGINALLY EXECUTED. By your signature below, you acknowledge you have read and understand this **Addendum** and its **CONDITIONS** and no other verbal representations have been made to you that differ from these written provisions and that this Addendum is not an insurance policy or part of an insurance policy. You authorize release of financing contract or any other information required for processing this addendum or processing of a loss. **YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCEPTANCE OF THIS ADDENDUM IS VOLUNTARY AND IS NOT REQUIRED IN ORDER FOR YOU TO OBTAIN CREDIT, DOES NOT IMPACT THE CREDIT TERMS, AND HAS NO EFFECT ON THE TERMS OF THE RELATED SALE OF THE COLLATERAL.**

Customer/Borrower Signature

Date

Co-Customer/Borrower Signature

Date

Customer/Borrower Email Address

Dealer/Creditor

Date

Title

A **Qualifying Loss** must be reported to the Administrator within 180 days from the **Date of Loss**. No amount will be waived for any **Qualifying Loss** reported after 180 days. In the event there is no **Primary Insurance**, the **Customer/Borrower** has 180 days from the **Date of Loss** to report a **Qualifying Loss**. A covered benefit will cause this **GAP Addendum** to terminate and be fully earned and not subject to any cancellation refund. **The GAP Addendum may not cancel or waive the entire amount owing at the time of loss.**

QUALIFYING LOSS PROCEDURES: In the event of a **Constructive Total Loss**, you must notify and provide the following to the Administrator. Please submit: 1) a copy of the **Financing Contract** and a copy of this signed **Addendum**, 2) a copy of the **Financing Contract** history and pay-off as of the **Date of Loss**, 3) a legible copy of the police report, which must include confirmation of the **Collateral** shown on this**Addendum**. If a police report is not available, and the cause of loss to **Collateral** was **NOT** due to theft or fire, a signed and notarized brief description of the loss (including confirmation of the **Collateral**) will be acceptable, 4) a copy of the settlement check, **Collateral** valuation report and total loss breakdown, color photos, repair estimate and complete total loss package from **Primary Carrier** and Declarations Page issued by the **Primary Carrier**, (provided **Primary Carrier** coverage is in effect on the **Date of Loss**), 5) a copy of the Bill of Sale (aka Buyer's Order, Purchase Agreement, etc.) as well as the manufacturer's invoice or window sticker (if the vehicle was purchased new). If the vehicle was purchased used, a copy of the bookout sheet, 6)verification of any other refundable amounts, 7) any additional or reasonable documentation requested by the Administrator. The Administrator will not be able to obtain this information for you. You will not be required to provide additional documentation that is not listed in the **Addendum** to substantiate the **Qualifying Loss** or determine the **Net Payoff**. The **Administrator** will notify the **Customer/Borrower** of the Qualifying Loss settlement within 30 days of providing all required documents.

REPORT A QUALIFYING LOSS TO OUR ADMINISTRATOR:

Administrator: Auto Trac System, 18 Augusta Pines Drive, Suite 220W, Spring, TX 77389, (800) 353-1123

Qualifying Loss Documentation Fax Number: (832) 482-3537

Email: Claims@diftx.com

CONDITIONS

- 1. Concealment, Misrepresentation and fraud: This Addendum may not cover a qualifying loss if you, the **Customer/Borrower**, intentionally conceal or misrepresent any material fact relating to this **Addendum**.
- 2. You are responsible for making at least the minimum payment under the terms of the **Financing Contract** for each payment due scheduled after the **Date of Loss** until the request for a **Qualifying Loss** has been processed.
- 3. Should you not have collectible automobile physical damage insurance on the **Date of Loss**, it is your responsibility to advise the Administrator within 180 days from the **Date of Loss** and have the **Collateral** available for inspection by the Administrator (inspection will be paid by the Administrator). The Administrator will calculate the **Actual Cash Value** of the **Collateral** immediately prior to the loss.
- 4. This coverage applies only to a **Qualifying Loss** sustained while the **Collateral** is within the United States of America (USA), its territories or possessions, Canada, or being transported between any parts thereof.
- 5. This **Addendum** will provide coverage to the **Collateral** where the Amount Financed to Value Ratio (AFVR) exceeds the Maximum AFVR stated above however, the **Addendum** will not cover the amount exceeding the Maximum AFVR.

MITIGATION OF LOSS

You must do all things reasonable and practical to avoid any loss covered under this **Addendum** and to protect the **Collateral** from any further loss. You must also take reasonable measures to ensure that the maximum amount of **Actual Cash Value** of the **Collateral** is paid by your **Primary Carrier**. This **Addendum** does not apply with respect to any loss directly or indirectly resulting from Your failure to comply with the provisions of this **Addendum**.

TERMINATION OF ADDENDUM

This **Addendum** will terminate on the earlier date that one of the following events occurs: 1. the date your **Financing Contract** is scheduled to terminate; 2. upon payment in full of the **Financing Contract**; 3. expiration of any redemption period following the repossession or surrender of the **Collateral**; 4. If the **Dealer/Creditor** or the **Financial Institution** waives a **Qualifying Loss** following a **Constructive Total Loss**; or 5. the date the **Financing Contract** is prepaid or the **Financing Contract** is refinanced.

DEFINITIONS

Actual Cash Value (ACV) means the retail value of the **Collateral** on the **Date of Loss** as listed in the National Automobile Dealers Association (NADA) Official Used Car Guide, or if not available, an equivalent national or regional guide, such as Blue Book, for the territory in which the **Collateral** is principally garaged.

Collateral is the vehicle described in the schedule of this **Addendum** and described in the **Financing Contract**.

Commercial Purposes means the use of the **Collateral** as a taxicab, public omnibus, jitney or sightseeing conveyance, or for carrying goods or passengers for compensation or hire or the **Collateral** exceeds 12,500 lbs. (GVW).

Computer System means any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, or wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.

Constructive Total Loss means a direct and accidental loss of or damage to the **Collateral**, which meets one of these criteria: 1.) the total cost to repair the **Collateral** is greater than or equal to the **Actual Cash Value** of the **Collateral** immediately prior to the loss; or 2.) the **Customer/Borrower's Primary Carrier** declares the **Collateral** a total loss. In the case there is no primary insurance coverage, the **Collateral** must be available for the Administrator's inspection to determine if the **Collateral** is a total loss, except in the case of unrecovered theft.

Customer/Borrower - The natural person(s) or business named in the **Financing Contract** purchasing this **Addendum** from the **Dealer/Creditor**.

Cyber Risk means any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any one or more instances of any of the following: 1. Any unauthorized, malicious, or criminal act, or the threat of such act(s), involving access to, or the processing, use or operation of any computer system; 2. Any error or omission involving access to, or the processing, use, or operation of, any computer system; 3. Any partial or total unavailability or failure to access, process, use, or operate any computer system; or 4. Any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any data, including any amount pertaining to the value of such data.

Date of Loss means the date on which the **Collateral** is reported stolen or incurs physical damage that is severe enough to constitute a **Constructive Total Loss**.

Financing Contract means the contract which represents the financing instrument for the purchase or lease of the **Collateral**, which sets forth the terms, conditions, inception date, and expiration date of the financing instrument.

Financial Institution/Lender means the entity to which your **Financing Contract** is sold, assigned or transferred.

Installment Sales Contract means **Financing Contract**.

Loan means **Financing Contract**.

Net Payoff means the amount as of the **Date of Loss**, as represented by the portion of the **Customer/Borrower's** unpaid balance according to the original payment schedule of the **Financing Contract** that is secured by the **Collateral**, subject to the following limitations: the amount does not include any unearned finance charges or financing agreement charges; past due payments/skipped payments as described in the **Financing Contract**; late charges; uncollected service finance charges; refundable prepaid taxes and fees; disposition fees; termination fees; penalty fees; the recoverable portion of finance service charges or the recoverable portion of financed amounts for unearned insurance premiums or refundable charges (including, but not limited to credit life, vehicle service coverages/warranties, and guaranteed automobile protection charges) that are owed by the **Customer/Borrower** on the **Date of Loss**; and amounts that are added to the financing contract balance after the inception date of the **Financing Contract**.

Political Risk means any kind of events, organized resistance, or actions intending or implying the intention to overthrow, supplant, or change the existing ruler or constitutional government, including but not limited to: Nationalization; Confiscation; Expropriation (including Selective Discrimination and Forced Abandonment); Deprivation; Requisition; Revolution; Rebellion; Insurrection; Civil commotion assuming to proportion of or amounting to an uprising; and Military and usurped power.

Primary Carrier means the insurance company prior to the **Date of Loss** that underwrites a policy of insurance providing physical damage coverage on the **Collateral** or the insurance company that provides liability coverage to any person who has caused the **Collateral** to incur a **Constructive Total Loss**. Additionally, the **Primary Carrier** should be any other coverage protecting interest of the **Customer/Borrower** and/or the **Dealer/Creditor** in the **Collateral**, contingent upon the failure or absence of primary insurance coverage.

Qualifying Loss must first rely on the determination of the **Primary Carrier** and means the difference between the **Net Payoff** and the **Primary Carrier** settlement or in the event of no **Primary Carrier**, the **Net Payoff** and the **Actual Cash Value**. The **Qualifying Loss** will not exceed the Maximum Limit of Coverage as shown in the **Addendum** schedule. If settlement by the **Primary Carrier** or the **Actual Cash Value** is greater than or equal to the outstanding balance, no benefit will be available under this **Addendum**. **Qualifying Loss** includes the amount of the physical damage deductible on the **Primary Carrier** 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, or if no proceeds are received from the **Primary Carrier** policy, the **Addendum** will only cover the difference between the **Net Payoff** and the **Actual Cash Value** of the **Collateral** on the **Date of Loss**. If there is no **Primary Carrier**, the **Collateral** must be available for inspection by the Administrator (inspection will be paid by the Administrator) to determine if the **Collateral** is a **Constructive Total Loss**, except in the event of an unrecovered theft.

Settlement Date - the date on which the **Primary Carrier** issues the settlement check for the **Collateral**.

EXCLUSIONS

In addition to other provisions herein, this **Addendum** does not provide coverage for loss:

- 1. occurring prior to the **Financing Contract** inception date shown in the **GAP Addendum** schedule and outside the effective dates of this **Addendum**.
- 2. due to confiscation of the **Collateral** by a government body or public official.
- 3. due to theft or fire, unless a police report is filed.
- 4. Resulting from the collateral being operated, used, or maintained in any race, speed contest, or other contest.
- 5. to **Collateral** held as security under any wholesale, floor plan, field warehouse, or any type of financing made to a dealership or its employees.
- 6. to the **Collateral**, while used for **Commercial Purposes**, unless the Commercial Surcharge box is marked on the front page, and then subject to the additional terms and limitations specified therewith.
- 7. occurring after the **Collateral** has been repossessed by the **Dealer/Creditor** or **Financial Institution** or placed in their possession or in the possession of their employees or agents.
- 8. to **Collateral** with a **Financing Contract** in which the amount financed for the **Collateral** exceeds the Maximum Amount Financed Limit described on the front page of the **Addendum**.
- 9. to **Collateral** with a **Financing Contract** where the contract term exceeds the Maximum Term Limit described on the front page of the **Addendum**.
- 10. for any amounts deducted from the **Primary Carrier** settlement due to wear and tear, prior damage, unpaid insurance premiums, towing and storage, salvage value, and other condition adjustments.
- 11. to the following vehicles which are excluded from coverage: Aston Martin, Bentley, Daewoo, Ferrari, Lamborghini, Lotus, Maybach, McLaren, Rolls Royce and Yugo.
- 12. attributable to other than the standard or optional equipment available from the manufacturer of the **Collateral**, 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.
- 13. to the **Collateral** with a salvage or rebuilt title at the time of sale or for which title has been changed or re-issued as salvage or rebuilt prior to the **Date of Loss**.
- 14. resulting directly or indirectly from any dishonest, fraudulent, criminal, act with the intent to cause loss, or illegal act arising from an intentional act committed by the **Customer/Borrower** or person covered under the policy underwritten by the **Primary Carrier**.
- 15. from a **Financing Contract** that does not have **Uniform Scheduled Payments** after the first payment is made or for a **Financing Contract** that is self-financed. The first payment must be made within 45 days of the **Financing Contract** inception date.
- 16. due to war, whether or not declared, invasion, civil war, insurrection, rebellion, or revolution.
- 17. due to abandonment.
- 18. due to nuclear reaction, radiation, or radioactive contamination.
- 19. due to **Political Risk**;
- 20. due to **Cyber Risk**; or
- 21. due to air, water, or other pollution, or the threat of a pollutant release, including thermal, biological, and chemical pollution or contamination.

This **Addendum** does not provide any coverage, benefit, or service if providing such coverage, benefit, or service would violate any applicable law or regulation, including without limitation any economic or trade sanction or embargo.

STATE PROVISIONS

Indiana, Kansas, Louisiana, Maine, Massachusetts, Missouri, New Mexico, South Carolina, Vermont, Wisconsin and Wyoming: The cancellation fee is not applicable.

Alabama: The cost of the GAP is not regulated, and the **Customer/Borrower** should determine whether the cost of the **GAP Addendum** is reasonable in relation to the protection afforded by the **GAP Addendum**. In the event of cancellation due to early termination of the finance agreement, any refund due shall be provided without requiring the borrower to apply for such refund.

Arkansas: The cost of the **Addendum** is not regulated and You have the responsibility to determine whether the cost of the **Addendum** is reasonable in relation to the coverage afforded by this **Addendum**

Connecticut: Effective 1/1/2024, the “**YOUR RIGHT TO CANCEL**” section is amended to 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 the Addendum is terminated or cancelled by You within 60 days of the **Addendum** purchase, you will receive a full refund/credit of the **Addendum** cost, provided no covered **Constructive Total Loss** has occurred. After 60 days, provided no covered **Constructive Total Loss** has occurred, you will receive a refund/credit of the **Addendum** cost calculated by the Pro Rata refund method, or by the refund method as may be required by state or federal law, less a \$50.00 cancellation fee, where such cancellation fee is permitted by law. If **GAP Addendum** is cancelled due to an early termination of the finance agreement, the **Financial Institution/Lender** shall provide, or cause the **Administrator** or **Dealer/Creditor** to provide the **Customer/Borrower** any refund due within 60 days of the event terminating the finance agreement, without requiring the borrower to request the refund. To cancel this **Addendum** and request a refund/credit, you must contact the **Dealer/Creditor or Administrator**, in writing, at the address shown above. If the refund/credit is not received within 60 days of notice of cancellation, contact the **Administrator** shown below. In the event of a cancellation, the **Dealer/Creditor or Financial Institution** will be named as payee on all refunds. No refund/credit of the **Addendum** is available if a covered **Constructive Total Loss** has occurred and the **Customer/Borrower** has or will receive the benefit of this **Addendum**.

Georgia: The effective date of any cancellation may be no earlier than ninety (90) days prior to the date such written notice is received by the Dealer/Creditor or Administrator

Illinois: The **Dealer/Creditor**, or an affiliate of the **Dealer/Creditor**, may receive something of value in connection with your purchase of this **Addendum**. GAP coverage is not available and is excluded on leased vehicles.

Indiana: GAP coverage is not available if the amount financed under the consumer credit sale, not including the cost of this GAP Addendum, the cost of any credit insurance, and the cost of any other warranties or service agreements is less than 80 % of the MSRP for a new vehicle or NADA value for a used vehicle. You may be able to obtain GAP coverage from your primary insurance carrier. The cancellation fee is not applicable. If **GAP Addendum** is cancelled due to an early termination of the finance agreement, the **Financial Institution/Lender** shall provide, or cause the **Administrator** or **Dealer/Creditor** to provide the **Customer/Borrower** any refund due, without requiring the borrower to request the refund. For Questions or Complaints, you may contact the Indiana Department of Financial Institutions at: 30 South Meridian St., Suite 300, Indianapolis Indiana 46204, 1-800-382-4880.

Kansas: The DEFINITION of **Actual Cash Value (ACV)** is the amount which it would cost to repair or replace damaged property with material of like, kind and quality, less allowance for physical deterioration and depreciation. **ACV** shall be as determined by the **Primary Carrier**, if there is one. If no primary insurance is present, or the primary insurance has a stated value or limit of liability that is less than the value of the vehicle on the date of loss, then the **ACV** may be established by determining the average retail value of the vehicle for a used vehicle in the NADA official used car guide or its equivalent based on the best information available on your vehicle's options, mileage and condition on the date of loss. **GAP coverage may not cancel or waive the entire amount you owe at the time of loss. To file for a qualifying loss claim, contact the Provider at 800-353-1123, claims@difbx.com, or at 18 Augusta Pines Drive, Suite 220W, Spring, TX 77389.** The cancellation fee is not applicable. **Customer/Borrower's** may contact Kansas Office of the State Bank Commissioner with **complaints** at 700 SW Jackson #300, Topeka, KS 66603, <http://www.osbckansas.org>.

Maine: GAP coverage is not available and is excluded on leased vehicles. In the event of a cancellation, the cancellation fee is not applicable. Qualifying Loss Procedures section is amended to state the following: In the event of a **Constructive Total Loss**, you must notify the Administrator within 180 days from the **Settlement Date** or no amount will be waived for any **Qualifying Loss**. In the event there is **no Primary Insurance**, the **Customer/Borrower** has 180 days from the **Date of Loss** to report a **Qualifying Loss**. A covered **Qualifying Loss** will cause this **Addendum** to terminate and be fully earned and not subject to any cancellation refund. **The GAP Addendum may not cancel or waive the entire amount owing at the time of loss.** The following documents must be submitted to the **Administrator** by You: 1) a legible copy of the police report if a.) one was voluntarily filed or b.) in the event of a theft; which must include confirmation of the **Collateral** shown on this **GAP Addendum** 2) a copy of the **Primary Carrier's** complete loss package, 3) verification of any other refundable amounts, 4) any additional or reasonable documentation requested by the Administrator. The **Administrator** will not be able to obtain this information for you. In the event the **Customer/Borrower** unable to report a qualifying claim within 180 days of total loss due to particular circumstances, the **Customer/Borrower** may request an extension to be granted for the review of such circumstances that led to the delay of reporting the Qualifying Loss claim. The **Administrator** may request reasonable documentation to prove such situation for delay of reporting the **Qualifying Loss** claim. Once an extension has been granted, the **Customer/Borrower** will have 180 days to complete the **Qualifying Loss** claim process--

Michigan: The effective date of any cancellation may be no earlier than ninety (90) days prior to the date such written notice is provided by the **Customer/Borrower** and is received by the **Dealer/Creditor** or Administrator.

Minnesota: **THE GAP WAIVER IS OPTIONAL. YOU DO NOT HAVE TO PURCHASE THIS PRODUCT IN ORDER TO BUY THIS MOTOR VEHICLE. YOU ALSO HAVE A LIMITED RIGHT TO CANCEL.**

Nebraska: This addendum is not insurance and is not regulated by the Nebraska Department of Insurance. The Financial Institution / Lender or Administrator cannot unilaterally modify the terms of the waiver unless the modification is favorable to the borrower and is made without additional charge to the borrower, or the borrower is notified of the proposed modification and has the option to cancel the waiver without penalty

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 payment under the terms of the Contract may void this GAP

Amendment. If voided a refund will be available pursuant to the cancelation section.

New Hampshire: GAP coverage is not available and is excluded on leased vehicles.

New Jersey: If **GAP Addendum** is cancelled due to an early termination of the finance agreement, the **Financial Institution/Lender** shall provide, or cause the **Administrator** or **Dealer/Creditor** to provide the **Customer/Borrower** any refund due within 60 days of the event terminating the finance agreement, without requiring the borrower to request the refund.

Oregon: If **GAP Addendum** is cancelled due to an early termination of the finance agreement, the **Financial Institution/Lender** shall provide, or cause the **Administrator** or **Dealer/Creditor** to provide the **Customer/Borrower** any refund due, without requiring the borrower to request the refund. The effective date of any cancellation may be no earlier than ninety (90) days prior to the date such written notice is received by the Dealer/Creditor or Administrator.

South Carolina: The cancellation fee is not applicable. THIS GAP WAIVER WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST.

Tennessee: The cost of the **Addendum** is not regulated and you have the responsibility to determine whether the cost of the **Addendum** is reasonable in relation to the coverage afforded by this **Addendum**. The effective date of any cancellation may be no earlier than ninety (90) days prior to the date such written notice is received by the Dealer/Creditor or Administrator.

Utah: The Addendum is subject to limited regulation by the Utah Insurance Commissioner. Complaints regarding the GAP Addendum may be submitted to the offices of the Utah Insurance Commissioner.

Vermont: The **Dealer/Creditor** must assign, sell or transfer, within 15 business days, the **Financing Contract** to a **Financial Institution/Lender** as defined in subdivision 1110(32) of Title 8 or a credit union or entity licensed under subdivision 2201(a) (1) or (3) of Title 8 or this Addendum is void and you will receive a full refund of the charges of the Addendum.

Washington: 1. **Any refund of purchase price for an Addendum that was included in the financing of the Collateral 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 **Addendum** is not credit insurance, nor does it eliminate your obligation to insure the **Collateral** as provided by laws of this state. Purchasing an **Addendum** does not eliminate your rights and obligations under the vendor single-interest and collateral protection coverage laws of this state. 3. **CONDITION 1** is amended to read: This **Addendum** shall be void if any material fact(s) have been intentionally concealed or misrepresented, or in the case of fraud. You will receive a refund/credit of the **GAP Addendum** cost in accordance with the **RIGHT TO CANCEL** provision listed on the front page of this **GAP Addendum**. To cancel this **GAP Addendum** and request a refund/credit, you must contact the **Dealer/Creditor, Administrator, or the Financial Institution/Lender**, in writing.

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

Wisconsin: In the event of cancellation or termination of a **GAP Addendum** within 30 days after the date the **Customer/Borrower** purchased the **GAP Addendum**, the **Customer/Borrower** is entitled to a full refund of the **GAP Addendum** cost or a full credit of the **GAP Addendum** cost plus the amount of applicable finance charges. If the cancellation or termination occurs later than 30 days after the date the **Customer/Borrower** purchased the **GAP Addendum**, the **Customer/Borrower** is entitled to a partial refund or credit of the **GAP Addendum** cost pursuant to the **Your Right to Cancel** section. No refund is required upon cancellation or termination of a **GAP Addendum** if a covered **Qualifying Loss** of the **Collateral** occurred, and the **Customer/Borrower** has or will receive the benefit of the **GAP Addendum**. No cancellation fee, termination fee, or similar fee may be assessed in connection with the cancellation or termination of a **GAP Addendum**. Upon cancellation or termination of a **GAP Addendum**, the **Dealer/Creditor** or **Financial Institution/Lender** shall make an appropriate refund or credit of the **GAP Addendum** charge or shall cause to be made an appropriate refund or credit by instructing in writing the appropriate party to make the refund or credit. In the event of a termination or cancellation, your **Financial Institution/Lender** will be named sole payee. Item 4. of the **TERMINATION OF GAP ADDENDUM** section is amended to state: This **GAP Addendum** will terminate in the event of a **Constructive Total Loss** or theft of the **Collateral** after the **Financial Institution / Lender** has waived the GAP amount or it is determined no GAP amount exists.