



GAP ADDENDUM

150 GAP

This Addendum is between the Customer/Borrower (I, You, Your) and the Dealer/Creditor (We, Us, Our) or if assigned, with the assignee Financial Institution/Lender pursuant to the terms and conditions herein. Please carefully read this Addendum in its entirety for additional information on eligibility, conditions, limitations and exclusions that could prevent you from receiving benefits under this Addendum.

CUSTOMER/BORROWER LUTHER BARNUM				DEALER/CREDITOR Toyota of Tampa Bay	ACCOUNT NUMBER GAP10239619
ADDRESS 9725 WHITE BARN WAY				ADDRESS 1101 E FLETCHER AVE	
CITY RIVERVIEW	STATE FL	ZIP 33569-5598	CITY TAMPA	STATE FL	ZIP 33612
MOBILE PHONE (813) 508-0697	SECONDARY PHONE		CONTACT	PHONE (813) 933-6402	
CUSTOMER E-MAIL lmbarn1213@gmail.com				FINANCIAL INSTITUTION/LENDER SUNCOAST CREDIT UNION	
VIN NUMBER 5NPD84LF8LH632771	YEAR 2020	MAKE HYUNDAI	MODEL ELANTRA SEL	ADDRESS PO BOX 11904	
VEHICLE PURCHASE PRICE \$ 17,811.57	<input type="checkbox"/> NEW	<input checked="" type="checkbox"/> USED	MSRP/NADA \$ 17,700.00	CITY TAMPA	STATE FL
				ZIP 33680	
<input checked="" type="checkbox"/> LOAN/INSTALLMENT SALES CONTRACT <input type="checkbox"/> LEASE <input type="checkbox"/> BALLOONCONTRACT				FINANCING CONTRACT DATE 09/23/2023	FINANCING CONTRACT TERM 84 MONTHS
AMOUNT FINANCED/LEASE CAP COST \$ 26,437.12	APR 8.25 %	%	PRIMARY INSURANCE DEDUCTIBLE \$ 0.00	TERM OF GAP 84 MONTHS	
FIRST PAYMENT DUE DATE 11/07/2023			MONTHLY PAYMENT AMOUNT \$ 416.78	MILEAGE 62,652	
PROGRAM OPTIONS					
<input checked="" type="checkbox"/> Standard 150 (150FG) <input type="checkbox"/> Plus 150 (150FGP) <input type="checkbox"/> Commercial 150 (150FGC)					

You have voluntarily elected to purchase this Addendum which amends Your Financing Contract. **This Addendum is not considered insurance and is not a substitute for collision or property damage insurance on the Covered Vehicle.** You are responsible for insurance required by the Financing Contract or applicable state law. You are responsible for handling all notifications or insurance claims that are required to be filed with Your Primary Carrier. In the event of a Constructive Total Loss to the Covered Vehicle, the GAP Amount will be Waived pursuant to all of the terms and conditions of this Addendum. You will remain responsible for payment of any items not included in the GAP Amount.

YOU MAY PURCHASE THIS ADDENDUM ONLY AT THE TIME THE FINANCING CONTRACT IS ORIGINALLY EXECUTED. BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE AND AGREE 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 COVERED VEHICLE. The GAP Amount may decrease over the term of Your Financing Contract and may not extend for the full term of Your Financing Contract. You may wish to consult an alternative source to determine whether similar Benefits may be obtained and at what cost. You acknowledge that this Addendum supersedes any other representations made. If You purchase this Addendum from this Dealer/Creditor, You understand that the Dealer/Creditor may retain all or a portion of the charge paid by You. This Addendum includes a binding arbitration clause. You acknowledge that you have read and understand the entire Addendum and its terms and conditions which may reduce or prevent you from receiving all or part of the Benefits due under this Addendum.

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 any cancellation occurs within thirty (30) days of the Addendum purchase You will receive a full refund/credit of the Addendum cost. 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, from the Dealer/Creditor, in writing, at the address shown above. If You are unable to contact Dealer/Creditor, then You may contact the GAP Administrator. If You do not receive the refund/credit within sixty (60) days of notice of cancellation/termination, contact the GAP Administrator to assist You in obtaining any refund due. In the event of Constructive Total Loss and a Benefit is waived, the Addendum will be deemed as fully earned and no refund will be due.

ASSIGNMENT: This Addendum will remain a part of the Financing Contract if the Financing Contract or lease is assigned, sold or transferred by the Dealer/Creditor.

COST: \$1,000.00	MAXIMUM FINANCE BENEFIT LIMIT 150%	MAXIMUM TERM OF GAP 96 MONTHS
I have read and agreed to all of the conditions:	x  CUSTOMER/BORROWER SIGNATURE	09/23/2023 DATE
	x  DEALER/CREDITOR SIGNATURE	09/23/2023 DATE

GAP ADMINISTRATOR: Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801

1-866-217-5309 • www.sidecarsinc.com •

Original: Administrator

Yellow: Dealer/Creditor

Pink: Financial Institution

White: Customer/Borrower

TERMINATION OF ADDENDUM: This Addendum will terminate on the date Your Financing Contract is scheduled to terminate and no refund will be due. A refund may be due if the Addendum terminates for 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. The date the Financing Contract is refinanced. You must request a refund, in writing, except where prohibited by law, from the Dealer/Creditor or from the GAP Administrator, for any terminating event. Any refund due will be provided in accordance with the **Your Right To Cancel** section, above. In the event of a Constructive Total Loss and a Benefit is waived, no refund will be due.

BENEFIT REQUEST PROCEDURES: In the event of a Constructive Total Loss, You must provide a copy of all the following, if applicable, to the GAP Administrator by email to gapclaims@sidecarsinc.com or via facsimile to 1-636-216-0017. 1. Vehicle valuation statement; 2. Estimate of damage; 3. Insurance settlement check; 4. Automobile insurance policy declaration page; 5. Original Financing Contract including this Addendum; 6. Payoff from the Lender as of the Date of Loss; 7. Loan history; 8. Accident/police report; 9. Fire report (if applicable); and/or 10. Any additional reasonable documentation requested by the Dealer/Creditor or the GAP Administrator to include, but not limited to, a sworn proof of loss, and/or examination under oath. If the GAP Plus Option was elected, You must provide a legible copy of the document(s) evidencing the purchase or finance of the replacement vehicle, such as a bill of sale or the Finance Agreement. **All Benefit requests must be submitted and required documentation provided to the GAP Administrator within ninety (90) days of settlement from an insurance carrier; or if no insurance coverage is in effect on the Date of Loss within ninety (90) days of the accident, theft or discovery of loss. No GAP Amount will be Waived if the Benefit request is not submitted and required documentation provided within these stated time periods.**

DEFINITIONS:

Actual Cash Value (ACV): The retail value of the Covered Vehicle, on the Date of Loss, as listed in a national or regional guide, such as National Automobile Dealers Association (NADA) or, at the GAP Administrator's discretion, the GAP Administrator may use an equivalent national or regional guide for the Territory in which the Covered Vehicle is principally garaged. For a Covered Vehicle which has no retail value available, or is located in territories where NADA or an equivalent national or regional guide is not customarily used, ACV will be determined using the best information available to the GAP Administrator, which accurately reflects the retail value of the Covered Vehicle and is customarily used as the basis for establishing ACV for Covered Vehicle in the territory of the Covered Vehicle location.

Benefit: The amount which the Dealer/Creditor is obligated to Waive under the definition of GAP Amount and pursuant to all of the terms and conditions of this Addendum.

Commercial Usage (150FGC) as selected under Program Options only: A Covered Vehicle utilized for any commercial purpose is excluded from coverage unless the Commercial Usage surcharge option has been purchased. A vehicle registered as commercial or registered to a business shall be deemed as utilized for commercial purposes. Vehicles 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 a commercial purpose.

Constructive Total Loss: The determination by the Primary Carrier or a third party's insurance carrier that the Covered Vehicle is a Constructive Total Loss arising from an insured risk. In the event that Constructive Total Loss does not involve a settlement payment by the Primary Carrier or a third party insurance carrier, then the Covered Vehicle shall be considered a Constructive Total Loss if (a) it has been involved in a collision or sustains major damage whereby the cost to repair the Vehicle is greater than or equal to the Actual Cash Value on the Date of Loss; or (b) if the Covered Vehicle has been stolen and has not been recovered within thirty (30) days from the date of the original police report evidencing theft of the Vehicle.

Covered Vehicle: Any four-wheel private passenger automobile, van, or light truck, as described in the Financing Contract, utilized for personal purposes and which is not otherwise excluded from coverage within this Addendum.

Customer/Borrower: The person(s) named in the Financing Contract receiving a Financing Contract from the Lender.

Date of Loss: The date on which the Covered Vehicle is stolen or incurs physical damage that is severe enough to constitute a Constructive Total Loss.

Dealer/Creditor: The entity originating the Financing Contract and who may assign, sell or transfer the Financing Contract to a Lender.

Delinquent Payment: Any payment, which is paid after the due date stated in the Financing Contract. The Delinquent Payment will be determined as of and limited to amounts past due on the Date of Loss.

Finance Benefit Limit: The Manufacturer's Suggested Retail Price (MSRP) for new vehicles or the NADA retail value for used vehicles multiplied by the Finance Benefit Limit percentage as stated on page 1 in this Addendum.

Financing Contract: The financing agreement, loan agreement, retail installment contract, or lease agreement, between the Borrower and the Dealer/Creditor. Such agreement may be assigned, transferred to or purchased by a Lender for the purchase or lease of the Covered Vehicle.

GAP Administrator: The entity designated by the Dealer/Creditor to perform administrative services for this Addendum.

GAP Amount: The GAP Amount is the difference between the Net Payoff on the Date of Loss and the Primary Carrier settlement but not to exceed \$50,000. The GAP Amount includes the amount of Your physical damage deductible on the Primary Carrier's policy up to \$1,000. In the event there is no Primary Carrier coverage in effect on the Date of Loss, or the Primary Carrier denies coverage or is declared insolvent, or if the Primary Carrier policy limits are less than the Actual Cash Value of the Covered Vehicle, the Lender will only Waive the difference between the Net Payoff as of the Date of Loss and the Actual Cash Value. If the Financing Contract exceeds the Maximum Term of GAP as stated on page 1 of this Addendum, the Net Payoff will be calculated using the Maximum Term of GAP. **GAP Plus 150 (150FGP) as selected under Program Options only:** If You return to Us to finance Your replacement vehicle after a Covered Constructive Total Loss, You will receive an additional \$1,000 credit towards Your new purchase, provided there is a difference between your Net Payoff and the Primary Carrier's settlement on the Date of Loss, and a benefit has been made.

Lender/Financial Institution: Entity to whom the Dealer/Creditor assigns, sells or transfers the Financing Contract.

Net Payoff: Your unpaid balance as of the Date of Loss but not including unearned interest or finance charges, Delinquent Payments, past due amounts, late charges, lease prepayment provisions (including early termination charges), and/or any refundable amounts made to You due to the termination or cancellation of service contracts, insurance policies or other add-on items included in Your Finance Contract.

Primary Carrier: The insurance company that is selected by the Customer/Borrower to provide physical damage coverage on the Covered Vehicle; or provides liability coverage to any individual who has caused Your vehicle to incur a Constructive Total Loss. For the purposes of this Addendum, insurance that is forced placed, after the Date of Loss, is not considered a Primary Carrier.

Self-financed: A financing contract/loan/lease that is funded and retained by the selling dealer or an affiliate.

Settlement Date: The date the insurance carrier issues payment for the Customer/Borrower's Covered Vehicle for the Constructive Total Loss.

Uniform Monthly Payment: Installment payments that are equal in amount, except first and final payment, and are due at equal monthly intervals.

Waive: The cancelling of a debt due on Customer/Borrower's Financing Contract pursuant to all of the terms and conditions of this Addendum.

EXCLUSIONS:

A) Benefits shall not be provided upon the occurrence of a Constructive Total Loss:

1. When a date of loss is prior to the date of the Addendum.
2. For any amounts deducted from the insurance carrier's settlement due to wear and tear, prior damage, unpaid insurance premiums, salvage, towing and storage and other condition adjustments.
3. To a vehicle utilized for Commercial Usage unless the Commercial program option has been selected under Program Options.
4. When a Constructive Total Loss occurs during or after confiscation of Covered Vehicle by a government body or public official.
5. When a Constructive Total Loss is caused by theft, where an accident/police report has not been filed.
6. When a Constructive Total Loss is a result of being operated, used, or maintained in any race, speed contest, or other contest.

7. When a Constructive Total Loss occurs during or after the Covered Vehicle has been repossessed by a Lender or placed in the Lender's or its employee's or agent's possession.
8. When a Constructive Total Loss results directly or indirectly from any fraudulent, deceptive, illegal, or criminal act by You, whether acting alone or in collusion with others.
9. When a Constructive Total Loss may reasonably be expected to result from 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. No GAP Amount will be Waived until the charge has been dismissed or adjudicated not guilty.
10. Unless a Constructive Total Loss occurs within: 1. the United States of America, its territories or possessions; 2. Canada; or 3. being transported between any of the previously stated.

B) Benefits shall not be provided for the following items:

1. When the Customer/Borrower purchased coverage after the effective date of the Financing Contract.
2. The following vehicles which are excluded from coverage: Any vehicles with a gross vehicle weight rating (GVWR) in excess of 12,500 lbs, Aston Martin, Bentley, Daewoo, Dodge Sprinter, Lamborghini, Lotus, Maserati, Ferrari, Rolls Royce, Yugo, RV's, boats, ATV's, snowmobiles, motorcycles, trailers, cargo van, limousine, taxi, buses, rental cars, and the following trucks: box, dump, flat bed, semi cab, towing, and utility. In addition, vehicles with special commercial usage equipment, accessories, and body components are excluded.
3. For any vehicle with a salvage, branded or rebuilt title as of the effective date of the Finance Contract or for which title has been changed or re-issued as salvage or rebuilt prior to the Date of Loss.
4. 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, trailers, special commercial usage optional equipment, accessories and body components. This exclusion does not include: factory approved conversion packages and dealer installed options usually included in used car value guidebooks or attributable to standard or optional equipment available from the manufacturer of the Covered Vehicle.
5. A vehicle with a Manufacturer's Suggested Retail Price (MSRP) or NADA retail value of more than \$125,000, or if the Amount Financed exceeds \$125,000.
6. A Financing Contract that is Self-Financed with a dealer who is not considered a buy-here pay-here dealer.
7. A vehicle classified as a lemon and has not been corrected.
8. A Financing Contract that requires the first payment to be made more than ninety (90) days from the date of the Financing Contract.

FRAUD AND MISREPRESENTATION: This Addendum is issued in reliance upon the truth of all representations made by You. A GAP Amount will not be Waived as to any Financing Contract where You: 1. Intentionally concealed or misrepresented any material fact; 2. Engaged in fraudulent conduct; or 3. Made a false statement relating to submitting a Benefit request. If You have concealed or misrepresented any material fact(s) concerning this coverage, or in case of fraud, attempted fraud, or the false swearing by affecting any matter relating to this coverage, whether before or after the Benefit request, this Addendum may be voided and all charges will be returned. All refunds are the responsibility of the Dealer/Creditor.

STATE PROVISIONS:

Alabama: The cost of this Addendum is not regulated and You should determine whether the cost of this Addendum is reasonable in relation to the protection afforded by this Addendum. In the event the **Financing Contract** is terminated early, the Dealer or assigned Lender, as applicable will, within sixty (60) days of the termination of the **Financing Contract**, refund or credit the appropriate amount of the Addendum cost, or cause the refund to be issued by another appropriate party, according to the cancellation provisions of this GAP Addendum. There is no obligation on the part of the Customer to request this refund. To cancel the GAP Addendum, you may contact the Dealer in writing at the address shown on the front of this GAP Addendum, or you may contact the Administrator.

Arkansas: The cost of this Addendum is not regulated, and You should determine whether the cost of this Addendum is reasonable in relation to the protection afforded by this Addendum. After the free look period, in order to receive any refund due in the event of Your cancellation of this GAP Addendum or the early termination of the **Financing Contract**, You must provide a written request to cancel to the Dealer/Creditor or Administrator within ninety (90) days of the occurrence of the event terminating the **Financing Contract**. If You are unable to contact Dealer/Creditor, then You may contact the Administrator.

Alaska, Arkansas, Colorado, Florida, Georgia, Illinois, Indiana, Kansas, Maryland, Michigan, Montana, Nebraska, Nevada, North Dakota, Oregon, Rhode Island, Tennessee, Texas, Vermont, Virginia, and West Virginia: **GAP Plus (150 FGP) program is not applicable.**

Alaska: The following language does not apply, "The GAP Amount includes the amount of Your physical damage deductible on the Primary Carrier's policy up to \$1,000."

Colorado:

- **GAP is not a substitute for collision or property damage insurance.**
- If this transaction contains a fee or premium for guaranteed automobile protection, all holders and assignees of this consumer credit transaction are subject to all claims and defenses which the consumer could assert against the original creditor resulting from the consumer's purchase of guaranteed automobile protection.
 - **You may cancel this Addendum for any or no reason within thirty (30) days after purchase and receive a full refund of the premium, so long as no loss or event covered by the Addendum occurred.**
- **The maximum fee that may be charged for this Addendum cannot exceed \$300 or 2% of the amount financed, whichever is higher.**
- **DEFINITIONS**, Paragraph 1. In the DEFINITIONS section "Net Payoff" is deleted and replaced with the following:
 1. Your unpaid balance as of the Date of Loss but not including amounts previously owed for unpaid installments, legally permitted delinquency fees, insufficient funds checks, premiums for creditor-imposed property damage insurance, and deferral fees.
- In the **DEFINITIONS** section, "GAP Amount" is deleted and replaced with the following: The dollar amount which represents the difference between the Net Payoff and the proceeds from the Primary Insurance Carrier's Settlement. If You do not have insurance on the Vehicle, We will cancel the Outstanding Balance under Your original Finance Agreement minus the Actual Cash Value of the Vehicle as of the Date of Loss, as defined within this Agreement.
- The second sentence in the section Your Right To Cancel, the second sentence is amended to delete the cancellation fee.
- In the **EXCLUSIONS** section, items A) 2, B) 3 and B) 4 are deleted.
- **BENEFIT REQUEST PROCEDURES**, the last sentence in this section is hereby deleted and replaced with the following: All Benefit Requests must be submitted and required documentation provided to the GAP Administrator within ninety (90) days from the Primary Carrier's date of settlement or ninety (90) days from the date the Lender/Financial Institution notifies You of any deficiency balance owed, whichever is later, in which to submit documents whether or not the Constructive Total Loss involves a settlement payment by a primary insurance carrier. In the event of the early termination of Your Finance Agreement, any cancellation refund of this Addendum will be provided without requiring You to apply for a refund or request cancellation.
- The GAP Plus coverage is not available in Colorado

Florida: To cancel this GAP Addendum due to the early termination of the **Financing Contract**, You must provide a written request to cancel to the Dealer/Creditor within ninety (90) days of the event terminating the **Financing Contract**. If You are unable to contact Dealer/Creditor, then You may contact the Administrator.

Georgia: After the free look period, in order to receive any refund due in the event of Your cancellation of this GAP Addendum or the early termination of the **Financing Contract**, You must provide a written request to cancel to the Dealer/Creditor within ninety (90) days after Your decision to cancel this GAP Addendum or the occurrence of the event terminating the **Financing Contract**. If You are unable to contact Dealer/Creditor, then You may contact the Administrator.

Illinois: Exclusion A9 is amended as follows: "DUI/DWI, or" is deleted.

We, or an affiliate, may receive something of value in connection with Your purchase of this GAP Addendum.

THE FOLLOWING APPLIES TO LEASES:

- **This Addendum does not provide coverage for the Primary Carrier's deductible.**
- The definition of "Actual Cash Value" in **DEFINITIONS** is deleted and replaced with the following: The retail value of the Vehicle on the Date of Loss as determined by the Primary Insurance Carrier or a third party insurance carrier. If there is no primary insurance, no third party insurance 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 Actual Cash Value may be established by determining the retail value of the Vehicle according to the current NADA Guide based on the best information available on the Vehicle's options and mileage on the Date of Loss.
- The definition of "GAP Amount" in the **DEFINITIONS** section is deleted and replaced with the following: The dollar amount which represents the difference between the Actual Cash Value of the Covered Vehicle or portion of the Actual Cash Value of the Covered Vehicle actually received from Your Insurance Company or from any other person and the Outstanding Balance due pursuant to the Finance Contract on the Date of Loss. GAP Amount does not include any deductible amount applicable to an insurance policy maintained by the lessee or any past due amounts owed by the lessee as of the item of receipt by the lessor of the insurance proceeds or any other amount due because of the lessee's default.

- The first sentence in the definition of “**Net Payoff**” in the **DEFINITIONS** section is deleted and replaced with the following: The amount owed under the Finance Contract.
- In consideration of Your payment of the GAP Addendum purchase price, We agree to waive Our contractual right to hold You liable for the GAP Amount. Our waiver of the contractual right to hold You liable for the GAP Amount is conditioned upon Our receipt of (1) all amounts due under the lease as of the date of the Primary Carrier’s settlement or equivalent amount as specified in the lease or if no such date is specified, as of the date of Constructive Total Loss of the Covered Vehicle; and (2) an amount equal to Your Primary Carrier’s deductible and any other subtractions from the Actual Cash Value; and (3) insurance proceeds from the insurance policy required under the lease or the equivalent amount of the value of the Covered Vehicle.
- As an alternative to purchasing this GAP Addendum, You can purchase protection covering the GAP Amount from a company which has been authorized to do business in this State. No consumer lease shall be conditioned upon purchase of gap protection.

Colorado, Indiana, Louisiana, Maine, Missouri, New Hampshire, New Mexico, Oregon, South Carolina, Vermont, and Wisconsin: The cancellation fee is not applicable.

Indiana: The sale of this Addendum is not permitted if the amount financed, less the cost of the Addendum, less the cost of credit insurance, and less the cost of warranties is less than eighty (80%) percent of MSRP for a new vehicle or eighty (80%) of the NADA average retail value for a used vehicle. For additional information or complaints, contact: **Indiana Department of Financial Institutions at (800) 382-4880** or by mail to **30 South Meridian Street, Suite 300, Indianapolis, IN46204-2759**.

Indiana, New Jersey, and Washington: The next to last sentence in the section TERMINATION OF ADDENDUM is hereby deleted and replaced with the following: We are obligated to automatically refund the unearned GAP cost, according to the YOUR RIGHT TO CANCEL section. There is no obligation on the part of You to request this refund.

Kansas: The EXCLUSIONS SECTION is amended by deleting exclusion A8. Exclusion A9 is amended as follows: “while committing a felony, including but not limited to DUI/DWI, or” is deleted. **ASSIGNMENT:** This addendum will remain a part of the Financing Contract with no subrogation rights against the Customer/borrower, if the Financing Contract or lease is assigned, sold or transferred by the Dealer/Creditor. **CLAIMS:** Contact the GAP Administrator, 888-800-2251. If you have questions or complaints regarding this Addendum You may contact the Office of the State Bank Commissioner, 700 S.W. Jackson #300, Topeka, KS 66603, <http://www.osbckansas.org/>. Note: This GAP coverage may not cancel or waive the entire amount owing at the time of loss

Louisiana: Exclusion A2 is amended as follows: “wear and tear” is deleted.

Maine: This Addendum is not allowed on leased vehicles. All references to leases are hereby deleted. The cancellation/termination fee is not applicable. To cancel this GAP Addendum due to the early termination of the **Financing Contract**, You must provide a written request to the Dealer/Creditor within ninety (90) days of the event terminating the **Financing Contract**. If You are unable to contact Dealer/Creditor, then You may contact the Administrator. The **BENEFIT REQUEST PROCEDURES** section is amended as follows: If the

Customer/Borrower has a reasonable justification for not providing the required benefit request documentation within ninety (90) days, an extension will be granted. In the event the Dealer/Creditor or Administrator requests additional documentation from the Customer/Borrower the ninety (90) day deadline will be reasonably extended.

Maryland – In consideration of Your payment of the GAP Addendum purchase price and in the event that the Covered Vehicle is declared a Constructive Total Loss, then subject to the terms and conditions set forth herein, We agree to cancel the Net Payoff under Your original Finance Contract minus the proceeds of any insurance maintained on the Covered Vehicle, less your Primary Carrier deductible up to \$1000, if applicable. If you do not have insurance on the Covered Vehicle, We will cancel the Net Payoff under Your original Finance Contract minus the Actual Cash Value of the Vehicle as of the Date of Loss, as defined within this Agreement. Net Payoff is deleted and replaced with the following: Your unpaid balance as of the Date of Loss but not including any delinquent payments, past due charges, late payment charges, unearned interest, unearned rental payments, and the portion of any financed taxes or charges, including charges for credit life insurance, credit health insurance, credit involuntary unemployment benefit insurance, and mechanical repair contracts, actually refunded to the buyer or credits as a reduction to the Finance Agreement balance. By signing this GAP Addendum, You agree that the Net Payoff shall not include any Primary Carrier deductible in excess of one thousand (\$1000) dollars. Actual Cash Value is deleted and replaced with the following: Actual Cash Value means the value of the Covered Vehicle as determined by the GAP Administrator using the average retail value for a used vehicle in the National Automobile Dealers Association (“NADA”) Official Used Car Guide, or its equivalent, based on the best information available on Your Covered Vehicle’s options, mileage and condition as of the Date of Loss. This Addendum is not available on leased vehicles. The **EXCLUSIONS** section is amended to delete items A) 2, B) 3 and B) 4.

Michigan: After the free look period, in order to receive any refund due in the event of Your cancellation of this GAP Addendum or the early termination of the **Financing Contract**, You must provide a written request to cancel to the Dealer/Creditor within ninety (90) days after Your decision to cancel this GAP Addendum or the occurrence of the event terminating the **Financing Contract**. If You are unable to contact Dealer/Creditor, then You may contact the Administrator.

Minnesota: THE GAP WAIVER 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. If You make a request for refund/credit because of early termination of Your **Financing Contract**, You must provide Your request to the Dealer/Creditor within ninety (90) days of the occurrence of the event terminating the **Financing Contract**. If You are unable to contact Dealer/Creditor, then You may contact the Administrator.

Mississippi: To cancel this GAP Addendum due to the early termination of the **Financing Contract**, You must provide a written request to cancel to the Dealer/Creditor within ninety (90) days of the event terminating the **Financing Contract**. If You are unable to contact Dealer/Creditor, then You may contact the Administrator.

Montana: In order to receive any refund due in the event of Your cancellation of this GAP Addendum or the early termination of the **Financing Contract**, You must provide a written request to cancel to the Dealer/Creditor. If You are cancelling this GAP Addendum due to the early termination of the **Financing Contract**, You must provide written request to the Dealer/Creditor within ninety (90) days of the occurrence of the event terminating the **Financing Contract**. If You are unable to contact Dealer/Creditor, then You may contact the Administrator.

Nebraska: This Addendum is not regulated by the Department of Insurance. This GAP Addendum remains a part of the **Financing Contract** upon the assignment, sale, or transfer of the **Financing Contract**.

Nevada: A GUARANTEED ASSET PROTECTION 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

GUARANTEED ASSET PROTECTION WAIVER. If this GAP Addendum is cancelled because the **Financing Contract** is terminated, You must provide the request within ninety (90) days after the termination of the **Financing Contract**. The Lender/Financial Institution may apply any refund owed to You because of the cancellation of this GAP Addendum, including, without limitation, cancellation during the free-look period (first 30 days after the GAP Addendum purchase) or cancellation caused by a default on the **Financing Contract** or the repossession of the Covered Vehicle, to any amount still owed to the Lender/Financial Institution under the **Financing Contract**.

Nebraska, North Carolina, Utah: The next to last sentence in the section TERMINATION OF ADDENDUM is hereby deleted and replaced with the following: You must request a refund, in writing, except where prohibited by law, from the Dealer/Creditor or from the GAP Administrator, for any terminating event within ninety (90) days of the event terminating the Finance Contract. Any refund due will be provided in accordance with the **Your Right To Cancel** section, above.

New Hampshire: If this GAP Agreement is being cancelled due to the termination of the **Financing Contract**, a written notice to cancel shall be sent to the **Lender, GAP Administrator** or other such party within 90 days of the occurrence of the event terminating the **Financing Contract**.

THE FOLLOWING APPLIES TO LEASES:

- **This Addendum does not provide coverage for the Primary Carrier’s deductible.**
- The definition of “Actual Cash Value” in the **DEFINITIONS** section is deleted and replaced with the following: The retail value of the Covered Vehicle on the Date of Loss as determined by the Primary Carrier or a third party insurance carrier. If there is no primary insurance, no third party insurance or the primary insurance has a stated value or limit of liability that is less than the value of the Covered Vehicle on the Date of Loss, then the Actual Cash Value may be established by determining the retail value of the Covered Vehicle according to the current NADA Guide based on the best information available on the Covered Vehicle’s options and mileage on the Date of Loss.
- The definition of “GAP Amount” in the **DEFINITIONS** section is deleted and replaced with the following: The dollar amount which represents the difference between the Actual Cash Value of the Covered Vehicle or portion of the Actual Cash Value of the Covered Vehicle actually received from Your Insurance Company or from any other person and the Outstanding Balance due pursuant to the Finance Contract on the Date of Loss. GAP Amount does not include any deductible amount applicable to an insurance policy maintained by the lessee or any past due amounts owed by the lessee as of the item of receipt by the lessor of the insurance proceeds or any other amount due because of the lessee’s default.

- The first sentence in the definition of “**Net Payoff**” in the **DEFINITIONS** section is deleted and replaced with the following: The amount owed under the Finance Contract.
- In consideration of Your payment of the GAP Addendum purchase price, We agree to waive Our contractual right to hold You liable for the GAP Amount. Our waiver of the contractual right to hold You liable for the GAP Amount is conditioned upon Our receipt of (1) all amounts due under the lease as of the date of the Primary Carrier’s settlement or equivalent amount as specified in the lease or if no such date is specified, as of the date of Constructive Total Loss of the Covered Vehicle; and (2) an amount equal to Your Primary Carrier’s deductible and any other subtractions from the Actual Cash Value; and (3) insurance proceeds from the insurance policy required under the lease or the equivalent amount of the value of the Covered Vehicle.
- As an alternative to purchasing this GAP Addendum, You can purchase protection covering the GAP Amount from a company which has been authorized to do business in this State. No consumer lease shall be conditioned upon purchase of gap protection.

New Jersey: After the free look period, in order to receive any refund due in the event of Your cancellation of this GAP Addendum or the early termination of the **Financing Contract**, You must provide a written request to cancel to the Dealer/Creditor within ninety (90) days of the occurrence of the event terminating the **Financing Contract**. If You are unable to contact Dealer/Creditor, then You may contact the Administrator.

North Dakota: To receive any refund due in the event of Your cancellation of the GAP Addendum or early termination of the **Financing Contract** after the free-look period, You, in accordance with the terms of the Addendum, shall provide a written request to cancel to the creditor or Administrator. If the request to cancel is a result of the early termination of the **Financing Contract**, You shall provide the written request to cancel within ninety (90) days of the occurrence of the event terminating the **Financing Contract**.

Oregon: Any cancellation refund shall be provided without requiring You to apply or submit a request for a refund, if the GAP Addendum is cancelled as a result of the termination of the **Financing Contract**. You must apply in writing to the Dealer for a refund of all or a portion of the Addendum purchase price within ninety (90) days after cancellation if You cancel the GAP Addendum. If You are unable to contact Dealer/Creditor, then You may contact the Administrator.

Rhode Island, Tennessee, Washington - in order to receive any refund due in the event of a **Borrower’s** cancellation of this Agreement or early termination of the **Financing Contract** after the free look period of this Agreement, the **Borrower**, in accordance with terms of this Agreement, must provide a written request to cancel to the **Dealer/Creditor or to the GAP Administrator**, within ninety (90) days of the occurrence of the event terminating the **Financing Contract**.

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. The sale of the Addendum is not permitted if the amount financed, less the cost of a GAP Waiver Addendum, the cost of credit insurance, and the cost of service contracts is less than eighty percent (80%) of the manufacturer suggested retail prices for a new vehicle or the National Automobile Dealers Association average retail value for a used vehicle. The cancellation/termination fee is not applicable.

If the underlying **Financing Contract** is terminated, cancellation by the **Borrower** must be made by providing a written request to the **Lender, GAP Administrator, or other party within ninety days of the event terminating the Financing Contract**.

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.

Virginia: To receive any refund due in the event of Your cancellation of the GAP Addendum or early termination of the **Financing Contract** after the free-look period, You, in accordance with the terms of the Addendum, shall provide a written request to cancel to the creditor or Administrator. If the request to cancel is a result of the early termination of the **Financing Contract**, You shall provide the written request to cancel within ninety (90) days of the occurrence of the event terminating the **Financing Contract**.

Vermont: We must assign, sell or transfer, within fifteen (15) business days, the Financing Contract to a Financial Institution/Lender as defined in subdivision 11101(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 this Addendum.

Washington: 1. Any refund of the purchase price for an Addendum that was included in the financing of the Covered Vehicle or vessel may be applied by the Lender/Financial Institution as a reduction of the overall amount owed under the Financing Contract, rather than applying the refund strictly to the GAP charge for this Addendum. 2. The Guaranteed Asset Protection Addendum is not credit insurance, nor does it eliminate the Customer/Borrower’s obligation to insure the Covered Vehicle as provided by laws of this state. Purchasing a GAP Addendum does not eliminate the Customer/Borrower’s rights and obligations under the vendor single-interest and collateral protection coverage laws of this state. 3. The sentence “All preliminary issues will be decided by the arbitrator.” is deleted from the Arbitration Provision.

West Virginia: After the free-look period of thirty (30) days, to cancel this GAP Addendum due to the early termination of the **Financing Contract**, You must provide written request to the Dealer within ninety (90) days of the event terminating the **Financing Contract**. If You are unable to contact Dealer/Creditor, then You may contact the Administrator.

Once activation of waiver benefits has been initiated, the Addendum shall not be terminated or cancelled, nor shall a request for benefit under the GAP Addendum be denied, by the creditor, administrator or other designated party, solely due to the borrower’s failure to make monthly payments owed for the Addendum purchase price.

Wisconsin: 1. The Arbitration provision is amended as follows: the following four sentences are deleted: a) “In the first instance, the parties agree to attempt to resolve any dispute through informal negotiation.” b) “The parties agree to contact each other about a dispute before initiating any legal action.” c) “All preliminary issues of arbitration will be decided by the arbitrator.” and d) “The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages.” 2. Class Action or any other collective or representative claims are not prohibited under this provision. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision will remain valid to the extent not prohibited by the Wisconsin Consumer Act. 3. A cancellation refund within the first thirty (30) days will also include the amount of the applicable finance charge. 4. TERMINATION OF ADDENDUM SECTION is amended as follows. The last sentence, “You must request a refund, in writing, except where prohibited by law, from the Dealer/Creditor for any terminating event.” is deleted. 5. The following sentence is deleted “You acknowledge that this Addendum supersedes any other representations made” and is replaced with “This Addendum is intended to be the complete and final statement of the terms and conditions governing the relationship between You and the Dealer/Creditor.”

Wisconsin: This Guaranteed Auto Protection (“GAP”) Finance Contract Addendum (“Addendum”) is entered into by and between the Vehicle purchaser (“You, Your”) and the Seller/Finance Company (“We, Us or Our”), or if assigned, with the assignee. This is an Addendum to Your Finance Contract Agreement and a part thereof. The Addendum terminates no later than the earliest of the following events: (1) Cancellation by You; (2) payment of the Finance Contract in full; (3) expiration of any redemption period after a repossession or surrender of the Covered Vehicle; or (4) upon Constructive Total Loss of the Vehicle after the deficiency is waived or it is determined that no deficiency exists. If Your Finance Contract is terminated in the first thirty (30) days, you will receive a full refund. If Your Finance Contract is terminated after thirty (30) days but prior to the scheduled termination date, then You will receive a prorated refund of the Addendum purchase price. In the event that You make any request for benefits hereunder and if a benefit has been or will be provided, then the GAP charge is fully earned and no refund will be made. If You cancel this Addendum after thirty (30) days from the Covered Vehicle purchase date, then the refund amount shall be calculated as a prorated refund based on the number of elapsed months (according to the original term of Your Finance Contract). If You cancel this Addendum within thirty (30) days of the purchase date, and the refund is credited to Your Outstanding Balance, then the refund shall include any applicable finance charge. No administrative fee will be charged for cancellations.

GAP CANCELLATION REQUEST FORM

If you choose to cancel this Addendum, You must request a refund/credit from the Dealer/Creditor or GAP Administrator, in writing.

Dealer/Creditor, return document to: Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801, 888-800-2251 • www.sidecarsinc.com

Please complete ALL sections of this form and submit along with a copy of the Guaranteed Asset Protection (GAP) Addendum.

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

SECTION A – DEALER INFORMATION (Please PRINT)

Account Name _____

Today's Date (mm/dd/yyyy) _____

Address _____

City _____ State _____

Zip Code _____

Phone _____ Fax _____

SECTION B – CUSTOMER INFORMATION (Please PRINT)

Last Name _____

First Name _____

Customer Contact Number _____

GAP Addendum Number _____

VIN Number (Last 6 Digits) _____

SECTION C – REASON FOR CANCELLATION (Please check one)

To process this cancellation request, the following supporting documentation is required:

- Customer Request – Attach correspondence or customer signature below
 Repossession – Attach correspondence or customer signature below
 Other, please explain _____
(Please include any supporting documentation)

Date Received by Dealer _____ / _____ / _____

Repossession Date _____ / _____ / _____

Other Date _____ / _____ / _____

SECTION D – SIGNATURES

Dealership Signature _____

Customer Signature (if required, see Section C above) _____

Print Name _____

Date _____