



FT ACCEPTANCE CORP.

703 Waterford Way, Suite 780
Miami, FL 33126

Date	
Dealer	
Rep	

Office (786) 623 3071
Fax (305) 842 3588

Approval**

Turn Down

Conditioned

ALL DEALS REQUIRE THE FOLLOWING DOCUMENTS

Applicant Name	
Co-applicant Name	
Year	
Make	
Model	
Mileage	
Total Amount Financed*	
Term	
APR	
Monthly Payment	
Down Payment	
Dealer Check	
GPS	
GAP	\$695.00
Warranty	
Trade	
Dealer Recourse	

Original Contract Signed and Dated	
Original Purchase Order/Bill of Sale	
Signed Credit Application	
Copy of Title Application	
7 References (3 Family)	
Bank Statements	
Insurance Binder w/ Loss Payee	
GAP and GPS Forms	
Odometer Statement	
Drivers License and Social Security Card	
ACH Form w/ Voided Check	
Proof of Residence	
Paystubs of Current Employer	
Buyer's Guide	
Copy of Phone Bill	
As Is Warranty	
Copy of Registration	

* Includes GAP and GPS

** All approvals are subject to full verifications and good for 30 days

DEALER IS RESPONSIBLE FOR PAYING DOCUMENTARY STAMPS

Lien Holder:

FT Acceptance Corp

703 Waterford Way, Suite 780

Miami, FL 33126

Comments: *** IMPORTANT: FLORIDA Electronic Liens # 0233854029 ***

*Please note that the amount financed includes the discount, warranty, GPS, GAP and processing



Agreement to Provide Insurance

Dealership Name: _____ Contact Person: _____

Buyer/Insured:

Customer Name(s): _____ Date: _____

Address: _____

Home Phone: _____ Work Phone: _____

Driver's License #: _____ Issuing State: _____ Exp. Date: _____

Vehicle Insured: _____

Year/Make/Model/VIN

I understand that I must insure my vehicle to provide and safeguard against financial loss should an accident or damage occur. I understand that my Retail Installment Sales Contract requires that the vehicle listed above be continuously covered by insurance against the risks of collision vandalism, theft, fire, natural disasters (flood, hurricanes, storms, earthquakes, etc.) with the maximum deductibles of \$500.00, and that failure to provide and maintain such insurance is an event of default under the contract and gives FT Acceptance Corp. ("FTAC") the right to repossess and/or declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the above listed insurance company and have requested that the policy contain a loss payable endorsement in favor of FTAC. If I fail to obtain the required insurance or fail to provide FTAC proof that I have obtained the required insurance, FTAC has the right to place insurance covering only FTAC's interest on the vehicle and add the premium charges plus finance charges at the contract rate to my account. I understand that such insurance will not protect my interest in the vehicle.

Insurance Agent:

Company: _____ Policy #: _____

Agent's Name: _____ Telephone: _____

Address: _____

Insurance Coverage: __ Collision \$ _____ Deductible __ Comprehensive \$ _____ Deductible

Policy Effective from _____ to _____ Named Loss Payee: _____

By signing below, I acknowledge that I have read this Agreement to Provide Insurance and understand my obligation to maintain insurance coverage on the above described vehicle. I further acknowledge and agree that I have given the Dealership permission to contact my insurance company to verify that I have obtained insurance coverage for this vehicle.

Customer

Date

Authorized Dealership Representative

Date

Customer

Date

Loss Payee Information:

FT Acceptance Corp
703 Waterford Way, Suite 780
Miami, FL 33126
(786) 623-3071



Disclosure of Credit Bureau

By signing the credit application, I/we consent to FT Acceptance Corp. using the information in this Credit Application to verify and pull my/our credit report(s), income and employment history and I/we consent to FT Acceptance Corp., sharing this information with any bank/lender.

Buyer

Date

Co-Buyer

Date



Authorization Agreement for Direct Debit (Re-Occurring Payments)

I hereby authorize FT Acceptance Corp. herein known as "Company", or its designated processor, to initiate debit entries and to initiate credit entries (if necessary) and adjustments for any debits entries in error to my checking/savings account indicated below and the depository named below herein called depository, to debit and/or credit the same to such account.

Routing No.: _____

Account No. : _____

Bank Name: _____

Customer Name: _____

Payment Amount: _____ monthly on the _____ of each month.

The authorization is to remain in full force and effect until the Company has received written notification from me by mail or fax of its termination. Company must receive such notice at least **five days** before the next scheduled debit in order to afford Company a reasonable opportunity to act on it.

Print Name

Date

Signature

ATTACH VOIDED CHECK HERE

Admin Use Only

Account Number	Payment Start Date	Input in system by	Date Input in System



FT ACCEPTANCE CORP.

Addendum to Retail Installment Sales Contract
GPS Device Disclosure Statement and Agreement for Installation

Buyer Name(s): _____ Date: _____

Vehicle Description: _____
(Year/Make/Model/VIN)

Creditor Name: _____

IMPORTANT: READ THIS ENTIRE AGREEMENT AND DISCLOSURE STATEMENT CAREFULLY BEFORE YOU SIGN IT. IT DESCRIBES WHAT CAN HAPPEN IF YOU DON'T MAKE YOUR PAYMENTS ON-TIME OR BREAK OTHER PROMISES IN YOUR CONTRACT. IT ALSO GIVES THE CREDITOR PERMISSION TO HAVE A GPS DEVICE INSTALLED ON YOUR VEHICLE TO ENSURE YOU PAY ON-TIME AND ASSIST IN COLLECTION, IF NECESSARY. THIS AGREEMENT IS HEREBY INCORPORATED INTO THE MOTOR VEHICLE RETAIL INSTALLMENT CONTRACT FOR THE FINANCING OF THE VEHICLE DESCRIBED ABOVE AND ENTERED INTO BY CUSTOMER AND CREDITOR ON THIS DATE.

In this Agreement ("Agreement"), "you," and "your" means the buyer(s) and "we", "us" and "our" means the Creditor and its authorized agents and/or assignees.

You understand that the vehicle ("Vehicle") you are purchasing is equipped with an electronic device ("Device") which includes a global positioning system ("GPS"). You agree to allow the Device to be installed on the Vehicle described above under the terms and conditions described in this Agreement. You understand that Creditor is only willing to extend credit to you or, if applicable, purchase your retail installment sales contract ("Contract") from the dealer who sold you the Vehicle, if you agree to the installation of the Device in the Vehicle. **You acknowledge that you are free to purchase a vehicle from another dealer or obtain vehicle financing through another source that does not require installation of the Device instead of buying this Vehicle or obtaining financing from us subject to this Agreement.**

The Device includes GPS features that allow us to locate the Vehicle at any time, including if we need to repossess it because you default under the contract. The GPS will not be used to monitor your driving habits or practices (i.e. speeding), but may be randomly activated to ensure the GPS is still functioning and to ensure that the Vehicle has not been moved to a location other than the address provided by you at application or otherwise approved by us. The Creditor or their assigned designees will not provide any access to or record of the tracking unless required to do so by law, or to enforce any rights the Creditor or their assigned designees may have to collect any payments due under any contract and/or to repossess the Vehicle as allowed.

BY SIGNING BELOW, YOU INDICATE THAT YOU HAVE READ, ACCEPT, AND UNDERSTAND THE TERMS REGARDING INSTALLATION OF THE DEVICE AS WELL AS YOUR PAYMENT OBLIGATION UNDER THE CONTRACT, AND THE CONSEQUENCES OF FAILING TO MAKE ON-TIME PAYMENTS.

1) You understand that Creditor owns the Device, even if you pay the Contract in full. After you pay the contract in full, Creditor will remove the Device from the Vehicle at your request or make the Device inoperable.

Initials _____ (Buyer) _____ (Co-buyer)

2) You understand that if you tamper with, disconnect, remove, or alter the Device, you will be considered in default under this Agreement and the Contract, except as prohibited by applicable law. You also understand that you may be liable for the cost to repair or replace the Device, unless prohibited by law.

Initials _____ (Buyer) _____ (Co-buyer)

3) You agree not to attempt to nor remove, reinstall, repair, perform maintenance on, or tamper with the Device for any reason. You understand that Creditor or its assignees are the only authorized parties permitted to install, remove, repair, or perform maintenance on the Device or any of its parts, and you agree to give Creditor or its assignee access to the Vehicle if maintenance or repairs to the Device are necessary.

Initials _____ (Buyer) _____ (Co-buyer)

4) You understand that Creditor may periodically activate the Device's GPS function to check the Vehicle's location even if you are not in default, but only to verify that the Device is functioning properly, or to confirm that the Vehicle has not been permanently moved to a location other than those addresses provided by you, or another address we approved.

Initials _____ (Buyer) _____ (Co-buyer)

5) You understand that if Creditor does not receive a full payment from you on or before the scheduled due date under the Contract, you will be considered in default under the terms of the Contract. If you fail to bring your payments current or otherwise cure the default, we may take any action the Contract or law allows us to take, including repossessing the Vehicle. We may use the Device's GPS to locate the Vehicle for repossession and any other purpose not prohibited by law.

Initials _____ (Buyer) _____ (Co-buyer)

6) You understand that Creditor can exercise its rights, title and interest in the Contract at any time, and that any assignee of the Contract will have the same rights under the Contract and this Agreement.

Initials _____ (Buyer) _____ (Co-buyer)

7) You understand and agree that you have no right to privacy regarding the location of the Vehicle, but in the event that any court or other authority were to determine such a right exists, you voluntarily waive any right you may have to privacy in the location of the Vehicle to the fullest extent of the law and authorize us to use the Device's GPS capabilities to locate the Vehicle in accordance with this agreement.

Initials _____ (Buyer) _____ (Co-buyer)

DO NOT SIGN THIS DISCLOSURE STATEMENT AND AGREEMENT FOR INSTALLATION WITHOUT READING IT FIRST. By signing below, you acknowledge that you have been warned not to sign this document before you read it. You also acknowledge the following:

- 1) The installation and maintenance of the Device is a condition of financing your purchase of the Vehicle, and this Disclosure and Agreement is hereby incorporated into the Contract.
- 2) The Device may be installed on the Vehicle and used as described in this Agreement until all obligations under the Contract are satisfied.
- 3) You understand how the Device works and have had your questions regarding the Device answered.
- 4) You will hold harmless, defend and indemnify Creditor, its agents and employees, and any assignees, from all claims, demands, damages, costs, causes of action, liabilities or losses to property or person suffered by any other person or entity arising out of or resulting from the use of the Device in the Vehicle, to the fullest possible extent permitted by law.
- 5) You voluntarily waive any right you may have to privacy in the location of the Vehicle to the fullest extent of the law and authorize us to use the Device's GPS capabilities to locate the Vehicle in accordance with this agreement.

Buyer Signature	Date
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Co-Buyer Signature	Date
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FOR CREDITOR USE ONLY

Unit Type: _____ Unit Number: _____

Date Installed: _____ Installed By: _____



Comprehensive Auto Resources Company

Agreement No.: CMFV-125-

GAP ADDENDUM

Financing Agreement Type: Installment Sale Contract Loan Lease Other

The **Addendum** is entered into between the **Customer/Borrower (You or Your)** and the Dealer/Creditor (**We, Us, or Our**), pursuant to the terms and conditions contained in this **Addendum**.

COVERED VEHICLE INFORMATION

M.S.R.P.	Original Contract Date:	Term (Months):	APR%:
Year:	Make:	Model:	Mileage:
VIN#:	Amount Financed/ Capitalized:	<input type="checkbox"/> New	<input type="checkbox"/> Used

DEALER INFORMATION

Name:	Fax:	Phone:
Address:	Dealer #	
City:	State:	Zip:

Commercial Use Option (Surcharge Applies) ENROLLMENT CHARGE \$ _____

LENDER/CREDITOR/ASSIGNEE INFORMATION

Name:	Fax:	Phone:
Address:	Finance Agreement #	
City:	State:	Zip:

BORROWER INFORMATION

Last Name:	First Name:	Middle Initial:	Phone:
Address:			
City:	State:	Zip:	

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 all communications with **Your Primary Carrier** including notice and claims.

ENROLLMENT IS AVAILABLE ONLY AT THE TIME THE **FINANCING CONTRACT** IS ORIGINALLY EXECUTED. BY **YOUR SIGNATURE** BELOW, **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.**

The coverage under this **Addendum** may decrease over the term of **Your Financing Contract**. **You** should carefully read all pages 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 stated on page two; and/or b) the **Financing Contract** term exceeds the Maximum Term stated on page two. This **Addendum** is not available in NY or TX.

By **Your** signature below, **You** acknowledge: 1) **You** have read and understand this **Addendum** and its **CONDITIONS**; 2) no other verbal representations have been made to **You** that differ from these written provisions; 3) this **Addendum** is not an insurance policy or part of an insurance policy; and 4) **You** authorize release of the **Financing Contract** or any other information required for processing this **Addendum** or processing of a loss.

_____ Customer/Borrower Signature	_____ Date	_____ Dealer/Creditor	_____ Date
_____ Co-Customer/Borrower Signature	_____ Date	_____ Title	

PROGRAM LIMITS

Maximum AFVR: 125% MSRP/NADA	Maximum Term: 84 Months	Maximum Limit of Coverage: \$50,000	Maximum Amount Financed Limit: \$100,000
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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 thirty (30) days of the **Addendum** purchase, You will receive a full refund/credit of the **Addendum** cost, provided no loss has occurred. After thirty (30) days, 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. To cancel this **Addendum** and request a refund/credit, You must contact the Dealer/Creditor, in writing, at the address shown on page one. If the refund/credit is not received within sixty (60) days of notice of cancellation, contact the Administrator shown below. In the event of a cancellation, the **Financial Institution/Lender** will be named as payee on all refunds and sole payee on a repossession refund.

A **Qualifying Loss** must be reported to the Administrator within ninety (90) days from the **Settlement Date**. No amount will be waived for any **Qualifying Loss** reported after ninety (90) days. In the event there is no **Primary Insurance**, the **Customer/Borrower** has ninety (90) days from the **Date of Loss** to report a **Qualifying Loss**. A **Qualifying Loss** will cause this **Addendum** to terminate and be fully earned and not subject to any cancellation refund.

QUALIFYING LOSS PROCEDURES: In the event of a **Constructive Total Loss**, You must notify and provide the following to the Administrator: 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, fire, or vandalism, 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, total loss breakdown, 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.

REPORT A QUALIFYING LOSS TO OUR ADMINISTRATOR:

Administrator: Comprehensive Auto Resources Company, P.O. Box 1268, Exton, PA 19341, (877) 902-8790
Qualifying Loss Documentation Fax Number: (610) 524-8504 Email: Claims@c-a-t-co.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 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 ninety (90) days from the **Date of Loss** and have the **Collateral** available for inspection by the Administrator (inspection costs are Your responsibility). 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. 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, this **Addendum** will not cover the amount exceeding the Maximum AFVR.

MITIGATION OF LOSS

You should do all things reasonable and practical to avoid any loss covered under this **Addendum** and to protect the **Collateral** from any further loss. You should also take reasonable measures to ensure that the maximum amount of **Actual Cash Value** of the **Collateral** is paid by Your **Primary Carrier**.

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) in the event of a **Constructive Total Loss** or theft of the **Collateral**; or 5) the date the **Financing Contract** is prepaid or the **Financing Contract** is refinanced.

EXCLUSIONS

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

- A. any loss occurring prior to the effective date of this **Addendum**.
- B. any loss occurring prior to the **Financing Contract** inception date shown on page one.
- C. any loss due to confiscation of the **Collateral** by a government body or public official.
- D. any loss caused by theft, fire, or vandalism, unless a police report is filed.
- E. any loss resulting from the **Collateral** being operated, used, or maintained in any race, speed contest, or other contest.
- F. **Collateral** held as security under any wholesale, floor plan, field warehouse, or any type of financing made to a dealership or its employees.
- G. **Collateral** with a GVWR exceeding 12,500 lbs., unless the **Commercial Use** option is selected on page one of this **Addendum** and the appropriate premium is paid.
- H. **Collateral** used as an emergency vehicle, for livery or delivery, as a taxi, or for limousine or shuttle service where compensation is provided for those services (share-the expense car pools are not excluded under this policy). Commercial transactions are excluded where prohibited by law.
- I. any loss occurring after the **Collateral** has been repossessed by the **Financial Institution/Lender** or placed in their possession or in the possession of their employees or agents.
- J. **Collateral** with a **Financing Contract** in which the amount financed for **Collateral** exceeds the Maximum Amount Financed Limit shown on the top of this page at the inception date of the **Financing Contract**.
- K. **Collateral** with a **Financing Contract** where the contract term exceeds the Maximum Term as shown on the top of this page.
- L. any amounts deducted from the **Primary Carrier** settlement including but not limited to: wear and tear, prior damage, unpaid insurance premiums, towing, storage, and salvage.
- M. certain vehicles, including but not limited to: Aston Martin, Bentley, Daewoo, Ferrari, Lamborghini, Lotus, Maserrati, Rolls Royce, Saab, Saturn, and Yugo.
- N. any loss 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.
- O. **Collateral** with a salvage or rebuilt title at the time of sale or for which the title has been changed or re-issued as salvage or rebuilt prior to the **Date of Loss**.
- P. any loss resulting directly or indirectly from any dishonest, fraudulent, criminal, or illegal act or arising from an intentional act committed by You.
- Q. a **Financing Contract** that does not have uniform scheduled payments after the first payment is made and/or a **Financing Contract** or **Loan** that is self-financed. The first payment must be made within forty-five (45) days of the **Financing Contract** inception date.

DEFINITIONS

Actual Cash Value (ACV) means the retail value of the **Collateral** on the **Date of Loss**, as listed in a national or regional guide, such as National Automobile Dealers Association (NADA) or an equivalent national or regional guide, for the territory in which the **Collateral** is principally garaged.

Addendum means this GAP **Addendum** to the **Installment Sales Contract**.

Collateral is the vehicle described on page one of this **Addendum** and described in the **Financing Contract**.

Commercial Use means **Collateral** that is utilized for commercial/business purposes including but not limited to: 1) business name is displayed on the vehicle; 2) the vehicle is used in furtherance of business or commercial purposes; or 3) the purchase, license, registration, or primary insurance is in a business or commercial name or policy. No coverage is provided for a **Commercial Use** loss unless the **Commercial Use** option is selected on page one of this **Addendum** and the appropriate premium is paid. **Collateral** listed under EXCLUSION H is not eligible for coverage.

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.

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 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**, represented by the portion of **Your** 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 loan/financing 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 and vehicle service coverages/warranties) that are owed by **You** on the **Date of Loss**; and amounts that are added to the financing instrument balance after the inception date of the **Financing Contract**.

Primary Carrier means the insurance company selected by **You** 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**.

Qualifying Loss 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 on the top of page two. If settlement by the **Primary Carrier** or the **Actual Cash Value** is greater than or equal to the outstanding balance, no **Qualifying Loss** will be afforded 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**, if the **Primary Carrier** is declared insolvent, if no proceeds are received from the **Primary Carrier** policy, or if there are policy limits on the **Primary Carrier** policy which preclude the **Primary Carrier** from settling for full **Actual Cash Value**, 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 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**

STATE PROVISIONS

The following state specific requirements are added to and become part of **Your Addendum** and supersede any other provision to the contrary:

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

Alaska: The deductible provision is excluded for GAP **Addendums** sold in Alaska.

Colorado: In accordance with Colorado Rule 8, before purchasing and signing the GAP **Addendum**, it is required that **You** review the following:

1. **The purchase of GAP is not required in order to obtain the credit or any particular or favorable credit terms;**
2. **The fee for GAP is disclosed;**
3. **You may wish to consult an insurance agent to determine whether similar coverage may be obtained and at what cost;**
4. **GAP benefits may decrease over the term of the consumer credit sale or consumer loan;**
5. **You may cancel GAP for any or no reason within thirty (30) days after GAP was purchased and receive a full refund of the GAP fee so long as no loss or event covered by GAP has occurred. If it is cancelled after thirty (30) days, the refund will be on a pro-rata basis.**
6. **GAP is not a substitute for collision or property damage insurance.**

This **Addendum** is not applicable to leases in the state of Colorado. As regards to cancellation of the GAP Protection and discontinuation of its benefits, the separate cancellation form being provided to **You** should be completed and sent to the address indicated on the form. GAP must pay or forgive the deficiency balance that would have been owed if the consumer had maintained property damage insurance on the automobile (even if the consumer has not done so) or if the creditor has purchased property damage insurance for the automobile and added it to the amount of the debt. A consumer shall have ninety (90) days after the loss settlement from any property damage insurance or from the date the creditor notifies the consumer of any deficiency balance owed, whichever is later, to file a GAP claim or seek debt cancellation from the creditor.

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.

Illinois: There is no deductible coverage available for vehicles leased in Illinois.

Indiana: The sale of this GAP **Addendum** is not permitted if the amount financed, less the cost of the GAP **Addendum**, less the cost of credit insurance, and less the cost of warranties, is less than 80% of MSRP for a new vehicle or 80% of the NADA average retail value for a used vehicle. If the **Addendum** is terminated or cancelled by **You** within sixty (60) days of the **Addendum** purchase, **You** will receive a full refund/credit of the **Addendum** cost, provided no loss has occurred. After sixty (60) days, **You** will receive a refund/credit of the **Addendum** cost calculated by the Pro Rata refund method. **You** may be able to obtain GAP coverage from **Your Primary** insurance **Carrier**. 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: This GAP **Addendum** may not cancel or waive the entire amount owing at the time of loss. **Actual Cash Value (ACV)** means the retail value of the **Collateral** on the **Date of Loss**, prior to its physical damage or theft, as determined by the **Borrower's Primary Carrier** net of the **Borrower's** primary deductible, not to exceed \$1,000. If no **Primary Carrier** exists, or the **Primary Carrier** has been declared insolvent, the retail value will be determined as listed in a national or regional guide, such as National Automobile Dealers Association (NADA) or an equivalent national or regional guide for the territory in which the **Collateral** is principally garaged. For Questions or Complaints, **You** may contact the Office of the State Bank Commissioner, 700 S.W. Jackson #300, Topeka, KS 66603, (785) 296-2266 or toll free 1-877-387-8523.

Louisiana: The extender of credit hereby agrees, by acceptance of this **Addendum** as an amendment to the **Installment Sales Contract** upon assignment, to waive **Your** liability for the difference between the outstanding balance (excluding past due amounts, payment extensions, insurance or other charges as described in this **Addendum**) under the **Installment Sales Contract** and the **Actual Cash Value** of **Your** vehicle as of the **Date of Loss**. The deductible provision is excluded for GAP **Addendums** sold in Louisiana.

Maryland: Leases are not eligible for coverage. Neither the maximum AFVR nor the \$50,000 Maximum Limit of Coverage are applicable. "**Actual Cash Value**" means the retail value of the **Collateral** on the **Date of Loss**, prior to its physical damage or theft, as determined by the **Primary Carrier**. If no **Primary Carrier** exists, the retail value will be determined by the Program Administrator using the nationally or regionally recognized guide, such as National Automobile Dealers Association (NADA) or Kelley Blue Book (KBB), based on the best information available on the **Collateral's** options, mileage, and condition. The definition of **Net Payoff** is deleted in its entirety and replaced with the following: **Net Payoff** shall not include delinquent or deferred payments, past due charges, late payment charges, unearned interest, unearned rental payments, the portion of any financed taxes or charges, including charges for credit life insurance, credit health insurance, credit involuntary unemployment insurance and mechanical repair contracts actually refunded to the Buyer or credited as a reduction to the Loan balance, and any Primary Insurance deductible in excess of \$1,000.

Minnesota: This GAP **Addendum** cannot be sold in conjunction with the sale or lease of any used motor vehicle that is an automobile or truck that is valued at less than \$5,000. If a cancellation request is being made because of the termination of the **Financing Contract**, notice must be provided

within ninety (90) days of the occurrence of the event terminating the **Financing Contract**. **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.**

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 **Addendum** without penalty.

Nevada: IMPORTANT: 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.

South Carolina: The cancellation fee is not applicable. This GAP **Addendum** cannot be sold if the amount financed, less the cost of the GAP **Addendum**, the cost of credit insurance, and the cost of service contracts is less than eighty percent (80%) of the Manufacturer's Suggested Retail Price (MSRP) for a new vehicle, or the National Automobile Dealers Association (NADA) average retail value for a used vehicle. 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.

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 Program 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 fifteen (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** may cancel this **Addendum** within thirty (30) days of the date of purchase and will be entitled to a full refund of the purchase price, so long as no benefits have been provided. **You** may cancel this **Addendum** after thirty (30) days from the date of purchase and at any time prior to the occurrence of a **Total Loss** by providing a written request to cancel to the Dealer/**Financial Institution** or Program Administrator within ninety (90) days of the event terminating the **Financing Contract**. The refund will be calculated using the Pro Rata refund method. If the cancellation of this **Addendum** occurs as a result of a default under the **Financing Contract** or the repossession of the vehicle associated with the **Financing Contract**, or any other termination of the **Financing Contract**, any refund due may be paid directly to the **Financial Institution** to be applied as a reduction of the amount owed unless **You** can show that the **Financing Contract** has been paid in full. This **Addendum** will not be reinstated after a cancellation has been processed. If **We** cancel, **We** will provide **You** and the **Financial Institution** a forty-five (45) day notice of cancellation (ten (10) days for non-payment of premium) which will include the effective date and reason for cancellation and calculate **Your** refund Pro Rata. Notice of cancellation will state the effective date of cancellation. The **Addendum** period will end on that date. This **Addendum** shall only be void if there has been any intentional withholding, concealment or misrepresentation of a material fact by **You** or someone acting on **Your** behalf, or in the event of fraud.

Wisconsin: This **Addendum** complies with the Wisconsin Consumer Act, Chapters 421-427 of the Wisconsin Statutes. This **Addendum** is between the **Borrower** and Seller, or if assigned, with the assignee, pursuant to the terms and conditions of this **Addendum**. This **Addendum** is applicable to **Installment Sales Contracts** and leases. This **Addendum** will also terminate upon payment in full of the **Installment Sales Contract/Lease Agreement**, or expiration of any redemption period following the repossession or surrender of the vehicle. **You** will not be charged for the cost of any appraisal requested by Program Administrator. To cancel this **Addendum**, contact the Program Administrator at P.O. Box 1268, Exton, PA 19341, (877) 902-8790. **You** are entitled to a refund of the unearned portion of the GAP charge following any termination of this **Addendum** for any reason and a refund will be calculated by the Pro Rata method and provided to **You** following any termination of this **Addendum**. The owner or Lessee of this vehicle is covered by this **Addendum**. If this **Addendum** is canceled during the first thirty (30) days, the refund will include the amount of any applicable finance charges. This **Addendum** will be deemed fully earned only when a GAP benefit has been or will be paid to **You** or if the term has expired.