



GAP ADDENDUM

UGAP - MD

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			DEALER/CREDITOR			ACCOUNT NUMBER							
ADDRESS						ADDRESS							
CITY		STATE		ZIP		CITY		STATE		ZIP			
MOBILE PHONE			SECONDARY PHONE			CONTACT			PHONE				
CUSTOMER E-MAIL						FINANCIAL INSTITUTION/LENDER							
VIN NUMBER		YEAR		MAKE		MODEL		ADDRESS					
VEHICLE PURCHASE PRICE \$		<input type="checkbox"/> NEW <input type="checkbox"/> USED		MSRP/NADA \$		CITY		STATE		ZIP			
<input type="checkbox"/> LOAN/INSTALLMENT SALES CONTRACT						<input type="checkbox"/> LEASE		<input type="checkbox"/> BALLOON CONTRACT		FINANCING CONTRACT DATE		FINANCING CONTRACT TERM MONTHS	
AMOUNT FINANCED/LEASE CAP COST \$			APR %		PRIMARY INSURANCE DEDUCTIBLE \$				TERM OF GAP MONTHS				
FIRST PAYMENT DUE DATE					MONTHLY PAYMENT AMOUNT \$					MILEAGE			

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. 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 GAP Administrator by going to <https://dealerloyaltyprotection.com/form/cancellation-request-form>. If You do not receive the refund/credit within sixty (60) days of notice of cancellation/termination, contact the Dealer/Creditor or 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:		
I have read and agreed to all of the conditions:	x _____ CUSTOMER/BORROWER SIGNATURE	_____ DATE
	x _____ DEALER/CREDITOR SIGNATURE	_____ DATE

GAP ADMINISTRATOR: Dealer Loyalty Protection, Inc., PO Box 457, Mahwah, NJ 07430
Phone (888) 361-9611 • www.dealerloyaltyprotection.com

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 in accordance with the cancellation section 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 GAP Administrator for any terminating event. 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.

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. Police report, if there is not primary insurance coverage and total loss is related to a theft of the Covered Vehicle; 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. **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 creditor/Lender/Financial Institution is obligated to Waive under the definition of GAP Amount and pursuant to all of the terms and conditions of this Addendum.

Constructive Total Loss: A direct and accidental loss of or damage to Covered Vehicle, which meets one of these criteria: 1. There is no Primary Carrier and the total cost to repair the Covered Vehicle is greater than or equal to the ACV of the Covered Vehicle immediately prior to the Date of Loss; or 2. There is no Primary Carrier and the Covered Vehicle is stolen and is not recovered within thirty (30) days from the Date of Loss and remains unrecovered at the time of notification of total loss (police report must be provided); or 3. The Primary Carrier determines the Covered Vehicle to be a total loss. In the case there is no primary insurance coverage, the Covered Vehicle must be available for the GAP Administrator's inspection or appraisal to determine if the Covered Vehicle is a Constructive Total Loss. You will not be held responsible for any inspection cost. If the Covered Vehicle is not available for inspection or appraisal the GAP Amount will not be Waived except when the Constructive Total Loss is due to unrecovered theft and a police report has been filed. In the event of a theft where the Covered Vehicle is recovered and returned to the Customer/Borrower after thirty (30) days, any GAP Amount that has been Waived shall be returned to the lender.

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.

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. 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.

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

Net Payoff: The amount, owed by You to clear the outstanding loan/lease or sales contract, upon the Date of Loss. This amount may not include unearned finance charges or interest; late charges; delinquent payments; uncollected service charges; refundable prepaid taxes and fees; collateral protection insurance; rental charges; proceeds You may duly recover by cancelling insurance coverage, service contracts or warranties; disposition fees, termination fees or penalty fees; other items built into or added to the initial loan/lease or install contract; or any other indebtedness of the Customer arising prior to the effective date of this Addendum and which is included in the loan/lease or installment contract.

1. The amount does not include any unearned finance charges; lease or financing contract charges; late charges; any delinquent payments; deferred payments; uncollected service charges; refundable prepaid taxes; disposition fees; termination fees; penalty fees; the recoverable portion of financed insurance 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 contracts/warranties) 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.

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. When a Constructive Total Loss occurs during or after confiscation of Covered Vehicle by a government body or public official.
3. When a Constructive Total Loss is caused by theft, where an accident/police report has not been filed and there is no Primary Insurance.
4. When a Constructive Total Loss is a result of being operated, used, or maintained in any race, speed contest, or other contest.
5. 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.
6. 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.
7. 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.
8. 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 15,000 lbs., Aston Martin, Bentley, Daewoo, Dodge Sprinter, Lamborghini, Lotus, Maserati, Ferrari, Rolls Royce, Yugo, RV's, boats, ATV's, snowmobiles, motorcycles, trailers, and cargo van. This exclusion does not include Vehicles used for the business purpose of farming or ranching, pushing, pulling, or hauling material of any kind, route work, job site activities, service or repair work, or has been issued commercial plates in the state in which it is titled, or is used for a commercial enterprise. Vehicles used commercially for snow removal must be equipped with factory installed or factory authorized snowplow package. Usage must not exceed manufacturer's ratings and/or limitations. In addition, vehicles with special commercial usage equipment, accessories, and body components are excluded. **Rideshare (Uber, Lyft, etc.) and share the expense carpool vehicles are not excluded under this exclusion and are covered under this Addendum.**
3. 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.
4. A Financing Contract that is Self-Financed with a dealer who is not considered a Buy-Here / Pay-Here Dealer.
5. A vehicle classified as a lemon and has not been corrected.
6. 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 creditor/Lender/Financial Institution.