

# Guaranteed Auto Protection

Debt Waiver Agreement/Addendum to the Financing Agreement



Addendum #

Buyer			Dealer		
Name			Name		
Address			Address		
City	State	Zip Code	City	State	Zip Code
Phone Number			Phone Number		

Vehicle Information				
Year	Make	Model	Vehicle Identification Number	Vehicle Mileage

Finance Information			
Amount Financed or Gross Capitalized Cost	Term of Financing Agreement	Financing Agreement A.P.R. <small>(Not Applicable for Lease)</small>	Buyer Charge for GAP Coverage
\$	Months	%	\$

Assignee Financial Institution				
Name	Address	City	State	Zip Code

**ACKNOWLEDGEMENT**  
You understand that:

- The Dealer and/or Assignee Financial Institution listed above does not require the purchase of this optional GAP coverage. The purchase of this coverage has no bearing on the extension of credit, the terms of credit, nor the terms of the sale or lease of the vehicle.
- This Guaranteed Auto Protection (GAP) Contract (Addendum) amends and becomes a part of your finance agreement which is between You (You, Your or Buyer) and the Dealer/Creditor, or upon assignment, sale, or transfer with the Assignee Financial Institution.
- **GAP COVERAGE MAY NOT CANCEL OR WAIVE THE ENTIRE AMOUNT YOU OWE AT THE TIME OF LOSS. GAP benefits may decrease over the term of your finance agreement. You are liable for any difference between the amount cancelled and the unpaid balance of your finance agreement.**
- GAP is not a substitute for collision or property damage insurance. This addendum does not provide general liability coverage, nor does it fulfill the requirements of financial responsibility laws and your obligation to insure the vehicle as provided by state law.
- You may cancel this addendum at any point during the original term of your finance agreement if you have not incurred a total loss that resulted in any portion of your outstanding balance being waived under this addendum. A cancellation requested within 30 days of purchase is eligible for a full refund. A cancellation request received after 30 days of purchase will be handled according to the Cancellation of Coverage section within this addendum.

This addendum must be purchased on the financing agreement origination date. This coverage will not be provided unless you accept and sign this addendum and agree to pay the buyer charge for GAP coverage. This addendum is not transferable to any other vehicle or finance agreement.

**Acceptance of coverage: I want to purchase this GAP coverage.** My signature below means that I understand and agree to the coverage, terms and the **buyer** charge and have verified that the information above is accurate.

Buyer's Signature	Date _____	Dealer's Representative Signature	Date _____
----------------------	------------	---	------------

## COVERAGE

Coverage applies to the terms of the **finance agreement** on the **finance agreement** origination date. In the event of **total loss** of the **vehicle** occurring within the covered **territory**, Dealer/Assignee Financial Institution agrees to cancel the difference between the **outstanding balance** on the **date of loss** and 1) the **primary carrier** settlement including the amount of **your** primary physical damage deductible on the **primary carrier's** policy up to \$1,000 (if permitted by state law); or 2) if there is no **primary carrier**, the **actual cash value**. The maximum cancelled under this addendum is \$50,000.

## ELIGIBILITY LIMITATIONS

This **addendum** shall be void and the full buyer charge refunded if:

- The **finance agreement** to which this **addendum** attaches is ineligible.  
A **finance agreement** is ineligible if: 1) **your** name does not appear on the **finance agreement**; 2) the **finance agreement** has: a) other than uniform monthly repayment terms for the full period of the agreement with the exception of incidental differences in the first and last payments; b) a first installment payment due more than 90 days after the **finance agreement** origination date; c) a term longer than 84 months; d) GAP coverage is already included in the **finance agreement**; or e) the Amount Financed or Gross Capitalized Cost is greater than \$75,000.
- The **vehicle** is ineligible.  
A **vehicle** is ineligible if the **vehicle**: 1) is not licensed for highway use; 2) is used to carry goods or passengers for compensation; 3) is used to transport or tow for hire; 4) is used as an emergency or police vehicle; 5) has a branded title, which includes salvage titles; 6) has less than four wheels; 7) is a conversion van unless converted by the manufacturer or a company approved by the manufacturer; 8) is a motor home; or 9) has a GVWR greater than 12,500 pounds if financed by Ford Motor Credit.
- You** have concealed or misrepresented any material fact(s), or in the case of fraud.

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

## DEFINITIONS

**Actual Cash Value:** The retail value of the **vehicle** on the **date of loss** as determined by the **primary carrier**. If no **primary carrier** exists on the **date of loss**, **actual cash value** shall mean the average retail value of the **vehicle** as of the **date of loss** using the region specific edition of the National Automotive Dealer's Association (NADA) Guide or equivalent, and based upon information available on the options and condition of the **vehicle**.

**Buyer, You, Your, I:** The natural person(s) named in the **finance agreement** receiving a loan/finance contract/lease from the financial institution. The purchaser of this **addendum**.

**Date of Loss:** The date the **vehicle** sustains a **total loss**. If such date is indeterminable, the **date of loss** shall be the date established by the **primary carrier** or the date the occurrence was reported to the police, whichever is earlier.

**Finance Agreement:** The retail sales installment contract, loan or lease evidencing the sale or lease of the **vehicle** described on the front page of this **addendum**.

**Outstanding Balance:** The amount owed by **you** to pay off the current balance due under the provisions of the **finance agreement** as of the date of **total loss** less the following: 1) any amount added to the outstanding balance after the **finance agreement** origination date; 2) loan, lease or finance charges, rental or other charges that accrue after the **date of loss**; 3) lease prepayment provisions including any early termination charges; 4) delinquent payments or taxes, late charges or finance charges associated with the delinquent payments or taxes; 5) payment extensions, deferred payments and associated charges; and 6) refundable charges, including, but not limited to service contracts, insurance policies or other refundable items included in **your finance agreement**.

**Primary Carrier:** The insurance company that: 1) is used by **you** to provide physical damage insurance on the **vehicle**; or 2) provides liability coverage to any person who has caused the **vehicle** to incur a **total loss**.

**Territory:** Coverage applies only to loss occurring in the Continental United States of America or Canada.

**Total Loss:** A direct and accidental loss of or damage to the **vehicle** during the term of this **addendum** and: 1) the total cost to repair the **vehicle** including related charges is greater than or equal to the **actual cash value**; or 2) the **vehicle** has been reported as stolen to **your** automobile physical damage insurance company, if any, and to the police and has not been recovered for a minimum of 30 days after the **date of loss**; or 3) the **primary carrier** has settled on a total loss basis.

**Vehicle:** The **vehicle** which is identified on the front page of this document and which is not an ineligible **vehicle** as defined in the Eligibility Limitations section of this **addendum**.

## TERM OF COVERAGE

This **addendum** begins on the **finance agreement** origination date and shall not extend beyond the **finance agreement** original expiration date.

This **addendum** ends at the earliest of the following: 1) when this **addendum** is cancelled by **you**; 2) when the **finance agreement** is paid in full; 3) on expiration of any redemption period following the repossession or surrender of the **vehicle**; 4) when a **total loss** has occurred, after the GAP amount has been waived or it has been determined that no GAP amount exists.

## LIMITATIONS AND EXCLUSIONS

The maximum amount cancelled under this **addendum** shall be as stated above under Coverage but in any event: 1) shall never exceed 150% of the Manufacturer's Suggested Retail Price (or 150% of the NADA guide for used vehicles) of **your vehicle**, less the **actual cash value**; or 2) \$50,000, whichever is less.

Coverage does not apply and no part of the **outstanding balance** will be cancelled due to loss or damage: a) resulting from direct or indirect dishonest, fraudulent, criminal or illegal acts by **you** or any party acting on **your** behalf; b) caused by an act where **you** or any party acting on **your** behalf, intentionally damages the **vehicle** causing a **total loss**; c) due to legal confiscation of the **vehicle** by public official; d) in the event of repossession; e) resulting from being operated, used, or maintained in any race, speed contest, or other contest; or f) deducted from the **primary carrier's** settlement due to wear and tear or prior damage.

## CLAIM REQUIREMENTS

In the event of a **total loss**, **you** must file a claim within ninety (90) days of the **date of loss**, or not later than ninety (90) days from the date of receipt of the **primary carrier's** settlement check.

A. Claim information must be submitted to the **administrator** and includes, but is not limited to the following information:

1) GAP **addendum**; 2) **finance agreement**; 3) Payment history from the Financial Institution; 4) **Primary carrier's** settlement breakdown; 5) Proof of primary insurance payment if applicable; 6) Police/Fire Report if loss is due to theft/vandalism or fire or all loss types if there is no primary insurance; 7) Any reasonable additional documentation.

**You** may contact the Claims Department with questions or to receive help in filing a GAP claim by any of the following methods:

Toll Free - (888) 801-3078; Fax - (913) 469-3711; E-mail - [zdu.gapclaims@zurichna.com](mailto:zdu.gapclaims@zurichna.com) or Mail - PO Box 7986, Shawnee Mission KS 66207-0986.

B. **You** must promptly, diligently and in good faith pursue the settlement by the **primary carrier**, and cooperate with the **administrator**.

C. The Assignee Financial Institution shall be listed as loss payee on all claim checks to reduce or extinguish the unpaid debt, any excess benefit will be paid to **you** by the Assignee Financial Institution.

If **total loss** occurs and the **finance agreement** or **vehicle** are found to be ineligible due to exclusions stated in the Eligibility Limitations section, this **addendum** is void and the full buyer charge will be refunded. The refund will be made to the Assignee Financial Institution unless **you** can provide proof the **finance agreement** has been paid in full.

## CANCELLATION OF COVERAGE

This **addendum** may be cancelled at any time while **your finance agreement** is in effect if **you** have not incurred a **total loss** that resulted in any portion of **your outstanding balance** being waived under this **addendum**. To cancel this **addendum**, a written request must be sent to the Dealer or Assignee Financial Institution as shown on the first page of this **addendum**. A cancellation requested within 30 days of purchase is eligible for a full refund/credit. If **your** cancellation request is received after 30 days of purchase, the unearned portion of the cost of this **addendum** will be refunded/credited according to the pro-rata method less a \$25.00 service fee. Service fee is not applicable in Massachusetts, South Carolina, and Vermont or if financed by Ford Motor Credit.

When this **addendum** ends because **your finance agreement** is paid off early or is terminated for any reason, **you** must send a written request for refund within 90 days of the day on which the event occurred that terminated the **finance agreement** if a refund/credit is sought on the basis of the termination. Proof of payoff or termination from the Assignee Financial Institution must be included in the request. The proof can be sent to the Dealer where **you** purchased this **addendum** or to the Administrator. Cancellation refunds/credits due to default on **your finance agreement**, repossession of **your vehicle**, or if **your finance agreement** or this **addendum** is terminated for any other reason may be paid directly to the Assignee Financial Institution to reduce the amount owed under **your finance agreement**, unless **you** can provide proof that the **finance agreement** is paid in full. The minimum refund shall be \$1.00.

In the event any part of **your** debt has been cancelled under this **addendum**, the amount charged for this GAP coverage is fully earned and no refund or credit is due. Upon cancellation of this **addendum**, no benefits will be due to **you**.

## ASSIGNMENT

This **addendum** will follow the **finance agreement** if Dealer sells, assigns or transfers the **finance agreement**.