GAP Addendum

Addendum#

This Guaranteed Asset Protection (GAP) Addendum dated _____ amends **Your Financing Contract**. This Addendum is between the Retail Buyer identified below (**You**) and the **Seller** or **Creditor** identified below (**Us**), or if assigned between **You** and the **Financial Institution**.

Retail Buyer	**Seller/Creditor**
Address	Address
City, St, ZIP	City, St, ZIP
Email Address	VIN Mileage
Vehicle Make, Model, Year	Term of GAP Monthly Payment
Date of **Financing Contract**	Term of **Financing Contract**
Financial Institution	MSRP/NADA Amount Financed
Address	Interest Rate
City, St, ZIP	**Financing Contract** type
New Used	For Administrative Purposes Only

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 VEHICLE

The charge to You for this GAP Addendum is $ _____ ("Addendum Purchase Price").

This Addendum may not be transferred except for an assignment of the entire **Financing Contract** to a different borrower or to a different lender. This Addendum may not be assigned to a different vehicle or different financing agreement. If this Addendum is assigned, sold, or transferred by **Us**, it will remain a part of the **Financing Contract**.

You have voluntarily elected to purchase this Addendum which is an optional addition to the conditional sale contract and amends Your Financing Contract. The Holder of the conditional sale contract is the contracting party to the GAP Waiver. This Addendum is not considered insurance and does not take the place of insurance on Your 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.

You understand that 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 Us, You understand that We 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.

In the event of a Constructive Total Loss to Your 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. Any refund may be paid to the Creditor and/or applied to reduce the outstanding balance unless Your Financing Contract has been paid in full at the time the refund is to be issued.

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STOP AND READ:

YOU CANNOT BE REQUIRED TO BUY A GAP WAIVER FOR ANY OTHER OPTIONAL ADD-ON PRODUCTS OR SERVICES. IT IS OPTIONAL. NO ONE CAN MAKE YOU BUY A GAP WAIVER OR ANY OTHER OPTIONAL ADD-ON PRODUCTS OR SERVICES TO GET FINANCING, TO GET CERTAIN FINANCING TERMS, OR TO GET CERTAIN TERMS FOR THE SALE OF A VEHICLE.
IT IS UNLAWFUL TO REQUIRE OR ATTEMPT TO REQUIRE THE PURCHASE OF THIS GAP WAIVER OR ANY OTHER OPTIONAL ADD-ON PRODUCTS OR SERVICES.

Signatures for Contract	For terms and conditions, visit our website at: https://mbpnetwork.com/dcr43ulh9
Purchaser's Signature: _____ Date:_____	
Co-Purchaser's Signature: _____ Date:_____	
Seller's Authorized Representative: _____ Date:_____	

Terms and Conditions

Definitions

Actual Cash Value (ACV): The retail value of the **Vehicle**, on the **Date of Loss**, as determined by the **Primary Carrier Insurer**. If no **Primary Carrier Insurer** exists or the **Primary Carrier Insurer** does not make a determination as to the **ACV**, then the **ACV** shall be the retail value of the **Vehicle**, on the **Date of Loss**, as listed in the National Automobile Dealers Association (NADA) Used Car Guide. If the retail value of the **Vehicle** is not available in the NADA Used Car Guide, then an equivalent national or regional guide for the territory in which the **Vehicle** is principally garaged will be used. For a **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 **Your Vehicle** and is customarily used as the basis for establishing **ACV** for the **Vehicle** in the territory of the **Vehicle** location.

Benefit: The amount which **We** are 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 **Your Vehicle**, which meets one of these criteria:

a) Your **Vehicle** is declared a **Total Loss** by **Your Primary Carrier Insurer**.
b) No **Primary Carrier Insurer** exists and the total cost to repair the **Vehicle** is greater than or equal to the **ACV** of the **Vehicle.** The **Vehicle** must be available for the **GAP Administrator's** inspection or appraisal to determine if the **Vehicle** is a **Constructive Total Loss**. The inspection will occur upon reasonable advance notice. **You** will not be held responsible for any inspection cost. If the **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.
c) No **Primary Carrier Insurer** exists and the **Vehicle** is stolen and is not recovered within thirty (30) days from date of loss and remains unrecovered at the time of notification of **Constructive Total Loss** to **GAP Administrator**.

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

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**.

Financial Institution: The legal entity or financial establishment who **We** assigned, sold or transferred **Your Financing Contract** to.

Financing Contract: The financing agreement or retail installment contract between **You** and **Us**. Such agreement may be assigned, transferred to or purchased by a **Financial Institution** for the purchase of **Your Vehicle**.

GAP Administrator: The entity designated by **Us** to perform administrative services for this Addendum. More specifically, Vehicle Protection, Inc., 250 NE Mulberry, Lee's Summit, MO 64086. Contact information: toll free (800) 325-7484, fax (816) 347-9207, or email gapclaims@mbpnetwork.com.

GAP Amount: 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 one thousand dollars ($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 **Your Vehicle**, the **Financial Institution Waives** the difference between the **Net Payoff** as of the **Date of Loss** and the **Actual Cash Value**.

Holder: The person entitled to enforce the conditional sale contract against the buyer at the time.

Net Payoff: The amount, as of the **Date of Loss**, as represented by the portion of **Your** outstanding balance payable due under the provisions of the **Financing Contract** that is secured by collateral pursuant to all of the Terms and Conditions of this Addendum.

The amount does not include any: unearned finance charges; late charges, **Delinquent Payments**, uncollected service charges, refundable prepaid taxes and fees, the recoverable portion of financed insurance charges, or the recoverable portion of financed amounts for unearned insurance premiums or other refundable charges (including, but not limited to credit life, accident and health, any service contracts or warranties) that are owed by **You** 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 **You** selected to provide physical damage coverage on the **Vehicle.** 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** not assigned to a **Financial Institution** by **Us**.

Settlement Date: The date the insurance carrier issues payment for **Your 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.

Vehicle: Any four-wheel passenger automobile, van, or light truck, as identified and described in **Your Financing Contract**, utilized for (1) personal purposes; (2) for the business purpose of providing rideshare services (Uber, Lyft, etc.), 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; and (3) which is not otherwise excluded from coverage within this Addendum. Vehicles used for snow removal must be equipped with factory installed or factory authorized snowplow package. Usage must not exceed manufacturer's ratings and/or limitations.

Waive: The cancelling of a debt due on **Your Financing Contract** pursuant to all of the Terms and Conditions of this Addendum.

We, Us or **Our**: Seller, creditor, or entity, which originated the **Financing Contract** and any assignee thereof.

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You or **Your**: The Retail Buyer(s) named in the **Financing Contract** receiving a **Financing Contract** from **Us**.

Benefit request procedures

Report Your Constructive Total Loss to the **GAP Administrator**: Vehicle Protection, Inc., 250 NE Mulberry, Lee's Summit, MO 64086. Contact information: toll free (800) 325-7484, fax (816) 347-9207, or email gapclaims@mbpnetwork.com**.**

All **Benefit** requests must be submitted and required documentation provided to the **GAP Administrator** within ninety (90) days of **Your Primary Carrier** settlement or, if no insurance coverage is in effect on the **Date of Loss** within ninety (90) days of the **Constructive Total Loss**.

We will not **Waive** any **GAP Amount** if the **Benefit** request is not submitted and the required documentation is not provided within these stated time periods.

In the event of a **Constructive Total Loss**, **You** must provide a copy of all the following, if applicable, to the **GAP Administrator**:

1) The **Primary Carrier** Settlement Statement substantiating: the date of and cause of the **Constructive Total Loss** of **Your Vehicle**, vehicle valuation, estimate of damage, gross settlement amount, deductible and net settlement amount. If **You** do not have collectible physical damage insurance on the **Date of Loss**, it is **Your** responsibility to advise the **GAP Administrator** immediately when the **Constructive Total Loss** is discovered, and **GAP Administrator** will arrange for an independent inspection or appraisal in order to calculate the **Actual Cash Value** of the **Vehicle** immediately prior to the **Constructive Total Loss**. **You** will not be responsible for any inspection cost.
2) **Primary Carrier** settlement check (a legible copy of the check is required).
3) **Primary Carrier** insurance policy declaration page.
4) Original **Financing Contract** including this Addendum.
5) **Financing Contract** payment history and payoff amount, including details of past due amounts or late charges if applicable, from the **Financial Institution** as of the **Date of Loss**.
6) Accident, police, or fire report (if no primary insurance is present and only in the event the Constructive Total Loss is the result of theft).
7) Theft affidavit (if applicable).
8) Upon request, a sworn proof of loss, or examination under oath.

Documentation not described above or required by **Us**, the **Financial Institution** or the **GAP Administrator** of this Addendum is not required to substantiate the loss or determine the amount of debt to be cancelled.

Exclusions

1) **Benefits** shall not be provided upon the occurrence of a **Constructive Total Loss**:
   a) For any amounts deducted from the **Primary Carrier's** settlement due to wear and use, prior damage, unpaid insurance premiums, salvage, towing and storage or any other condition adjustments.
   b) When a **Constructive Total Loss** occurs during or after confiscation of **Your Vehicle** by a government body or public official.
   c) When a **Constructive Total Loss** is caused by theft, where an accident/police report has not been filed, in the event there is no primary insurance.
   d) When a **Constructive Total Loss** is a result of being operated, used, or maintained in any race, speed contest, or other contest.
   e) When a **Constructive Total Loss** occurs during or after **Your Vehicle** has been repossessed by the **Financial Institution** or placed in the **Financial Institution's** employee's or agent's possession.
   f) 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.
   g) When a **Constructive Total Loss** may reasonably be expected to result from **Your** intentional or criminal acts or **Your** permissive user while committing a felony, including but not limited to DUI or 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.
   h) When a **Constructive Total Loss** is a result of: riot, civil commotion, rebellion, insurrection, war whether declared or not, or terrorism, including action in hindering or defending against an actual or expected incident of terrorism; such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
   i) When a **Constructive Total Loss** occurs outside of the United States of America or its territories, or possessions, Canada, or while being transported between any of the previously stated locations.
   j) For any and all obligations and liability extending to anyone else other than **YOU** under this Financing Contract.
   k) When a **Constructive Total Loss** is caused by an act where **YOU** intended to damage **Your Vehicle** or where a Total Loss directly or indirectly resulted from **Your** fraudulent act.

2) **Benefits** shall not be provided and a full refund of the Addendum Purchase Price, plus finance charges attributable to the Addendum, will be made if:
   a) **You** purchased this Addendum after the effective date of the **Financing Contract**.
   b) **Your Vehicle** is any of the following excluded vehicles: commercial rental, taxi, limousine or shuttle, towing/wrecking service; vehicle equipped with a dump bed, cherry picker, lifting or hoisting equipment; police, emergency service, or a vehicle with a municipal tag; vehicles used for principally off-road use, prearranged or organized racing or competitive driving; any vehicle in excess of 12,500 lbs. Gross Vehicle Weight Rating, Recreational Vehicles, boats, All-terrain Vehicles, snowmobiles, motorcycles, trailers, cargo van, and the following trucks: manufactured as a cab or chassis, box, utility, flat bed, semi cab.

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c) The **Vehicle** has a salvage or rebuilt title as of the effective date of the **Financing Contract** or for which title has been changed or re-issued as salvage or rebuilt prior to the **Date of Loss**.
d) The **Vehicle** is classified as a lemon and has not been corrected.
e) The **Financing Contract** is **Self-financed**.
f) The **Financing Contrac**t does not have **Uniform Monthly Payments**.
g) The **Financing Contract** schedules the first payment to be made more than ninety (90) days from the inception date of the **Financing Contract**.
h) The **Date of Loss** is prior to the origination date of this Addendum.

3) The **GAP Amount** will not include personal possessions, the value of any non-factory installed parts or features 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, trailers, special commercial usage optional equipment, accessories and body components. This 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 **Vehicle**.

Fraud and misrepresentations

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.
3) Made a materially 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, a **GAP Amount** will not be **Waived**.

Termination of GAP Addendum

This **Addendum** will terminate on the date **Your Financing Contract** is scheduled to terminate and no refund will be due. In the event of a **Constructive Total Loss** or unrecovered theft of the **Vehicle** and a **Benefit** is **Waived**, this **Addendum** will terminate and no refund will be due. However, in the event of any of the following, the **Addendum** will terminate and **You** will receive a refund based on the earliest date of any of the following:

1) Cancellation of the **Addendum** by **You**.
2) Payment in full of the **Financing Contract**.
3) Expiration of any redemption and reinstatement periods after a repossession or surrender of the **Vehicle**, after the **Holder** has applied all applicable benefits required under the **Addendum**.
4) Upon **Constructive Total Loss** or unrecovered theft of the **Vehicle**, after the **Holder** has applied all applicable benefits required under the **Addendum**.

If the terminating event described above occurs within thirty (30) days of the **Addendum** purchase, **You** will receive a full refund of the **Addendum Purchase Price**, plus finance charges attributable to the **Addendum**. If the terminating event described above occurs after thirty (30) days, a refund of the **Addendum Purchase Price** will be calculated by the pro-rata method, or the refund method as required by state or federal law.

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Your right to cancel

You have the unconditional right to cancel this optional Addendum for a refund 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 of the Addendum Purchase Price, plus finance charges attributable to the Addendum. If any cancellation occurs after thirty (30) days, a refund of the Addendum Purchase Price will be calculated by the pro-rata method, or by the refund method as required by state or federal law.

In the event of a Constructive Total Loss and a Benefit is waived, this addendum will be deemed as fully earned and no refund will be due. If You choose to cancel this Addendum, You must request a refund, in writing, at the address shown on page one of this Addendum. If You do not receive the refund within sixty (60) days of notice of cancellation, contact the GAP Administrator to assist You in obtaining any refund due.

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GAP cancellation request form

You have the unconditional right to cancel this optional Addendum for a refund of the unearned portion of the charge for this Addendum at any time. To receive a full refund of the Addendum Purchase Price, plus finance charges attributable to the Addendum, You must complete and return this form, postmarked no later than thirty (30) days after the GAP Addendum was purchased, to Us or the GAP Administrator at the address shown below.

Please complete ALL sections of this form and submit to Us or the GAP Administrator: Vehicle Protection, Inc., 250 NE Mulberry, Lee's Summit, MO 64086. Contact information: toll free (800) 325-7484, fax (816) 347-9207, or email cancellations@mbpnetwork.com.

Retail Buyer Information (Please print)

Today's Date:_____

First Name:_____ Last Name: _____

Address: _____ City:_____

State:_____ Zip Code:_____ GAP Addendum #:_____

Vehicle Identification Number:_____

Seller or Creditor Information (Please print)

Name:_____

Address: _____ City:_____

State:_____ Zip Code:_____ Phone #:_____

Email:_____

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