Assurant® Vehicle Care

Amendment # FU004986

Guaranteed Asset Protection (GAP)
Contract Amendment
INFORMATION SCHEDULE

CUSTOMER

Borrower/Lessee	Co-Borrower/Co-Lessee
Borrower/Lessee Name THEA Harry	Co-Borrower/Co-Lessee Name
Street 850 WIEGAND CT	Street
City, State, Zip Code New York NY 10011	City, State, Zip Code
Telephone Home 707-558-5360 Cell 707-558-5360	Telephone Home Cell
E-Mail Address	E-Mail Address

VEHICLE

Year 2025	VIN KL77LFEP2SC153525
Make CHEVROLET	Odometer 15
Model TRAX LS	Trim
Type [X] New Vehicle (Untitled) MSRP $ 22,885.00	
[ ] Pre-Owned Vehicle (Previously Titled) J.D. Power Retail Value $	[ ] **Permitted Commercial Purposes Only** (See Definitions) (This check box is for informational purposes only. Commercial coverage will be provided regardless of whether the box is checked or not)

SELLING DEALER / LIENHOLDER/LESSOR

SELLING DEALER	LIENHOLDER/LESSOR
Name, Dealer # MenuverseTesting AVCTEST	Name ALLY FNCL
Street 12758 Domingo Court	Street PO BX 8128
City, State, Zip Code Parker CO 80134	City, State, Zip Code 1980 NY 10011
Telephone 516-300-4457	Telephone 707-558-5360
Representative ID#	

CONTRACT INFORMATION

Type of Contract [X] Retail Installment Sales Contract (Conventional Loan) [ ] Retail Installment Sales Contract (Other Loan–Deferred, Balloon, etc.) [ ] Lease Contract

Maximum Term: 96 months Maximum Amount Financed/Capitalized Cost: $125,000 Maximum Limit of Liability: $25,000 Finance Benefit Limit: 150%

Date of Contract 01/24/2025	Date of First Payment 01/25/2025	Capitalized Cost
APR 8.69	Balloon Amount	Residual Value 0.00
Amount Financed 25,881.79	Total of Payments 44,655.84	
Contract Term 72	**GAP Price** 440.00	

IMPORTANT INFORMATION REGARDING GAP. PLEASE READ.

THIS GAP CONTRACT AMENDMENT (HEREAFTER REFERRED TO AS "GAP AMENDMENT") AMENDS THE RETAIL INSTALLMENT SALES CONTRACT OR LEASE CONTRACT (HEREAFTER REFERRED TO AS THE "CONTRACT") BETWEEN THE **SELLING DEALER** AND **YOU,** THE CUSTOMER, AND COVERS ONLY THE ORIGINAL CONTRACT FOR THE PURCHASE/LEASE OF THE **VEHICLE**.

I. KEY INFORMATION

1. **GAP is voluntary, cancelable, optional and not required to obtain credit or financing. Neither the extension of credit, the terms of credit, nor the terms of the related motor vehicle sale or lease, may be conditioned upon the purchase of GAP.**
2. **You may not need GAP depending on the amount of Your down payment (including trade-in value) You made on Your Vehicle, the term of Your Contract, the make of Vehicle and other considerations.**
3. **You may purchase this GAP Amendment only at the time You sign Your Contract to purchase or lease the Vehicle from the Selling Dealer. This GAP Amendment begins on the Date of Contract.**
4. **The GAP Price is not regulated by any governmental entity. It is Your responsibility to determine whether the GAP Price is reasonable in relation to the protections it provides. You may also wish to consult an insurance agent to determine whether alternative programs or products are available and at what cost.**
5. **The GAP Amount as defined will decrease over the term of the Contract.**
6. **This GAP Amendment is not insurance and does not provide any insurance coverage for You or Your Vehicle, such as collision, comprehensive, bodily injury, property damage or liability.**
7. **Any contradiction between the information listed in the Information Schedule and Your Contract will be governed by what is in Your Contract.**

By signing below, I, the Customer, acknowledge that I have requested GAP coverage, read all sections of this GAP Amendment including the provisions on the following pages, received a copy of it, understand it and agree to pay the **GAP Price** shown above.

I acknowledge:
1. GAP is optional and I am not required to buy it.
2. GAP does not provide any insurance coverage.
3. I must have physical damage insurance on my **Vehicle** on the **Date of Contract** for GAP to be effective.

Borrower/Lessee ______________________

Co-Borrower/Co-Lessee ______________________

Date 01/24/2025

By signing below, the **Selling Dealer** acknowledges that all sections of this GAP Amendment have been reviewed with the Customer.

Dealer Representative ______________________

Date 01/24/2025

Administrator:
United Service Protection Corporation
P.O. Box 7719
The Woodlands, Texas 77387
Toll Free: 1-877-394-1206

II. DEFINITIONS

For the purposes of this GAP Amendment, the definitions will appear in **bold** print and initial uppercase.

Actual Cash Value (ACV) means **Insurance Proceeds** if there was a settlement from the **Primary Insurance** carrier. If there is **No Primary Insurance** (as defined below), then **Actual Cash Value** means the average retail value of the **Vehicle** using the J.D. Power Valuation Services' (J.D. Power) Official Used Car Guide or its equivalent with appropriate adjustments for mileage or optional equipment, as of the **Date of Loss**. If the average retail value of **Your Vehicle** is not listed in the J.D. Power Official Used Car Guide, then an equivalent national or regional guide for the territory in which **Your Vehicle** is principally garaged will be used. For a **Vehicle** which has no retail value available or is located in territories where J.D. Power or an equivalent national or regional guide is not customarily used, **ACV** will be determined using the best information available to the **Administrator**, or which **Administrator** reasonably believes accurately reflects the average 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.

Administrator means United Service Protection Corporation, P.O. Box 7719, The Woodlands, Texas 77387, 1-877-394-1206.

Assignee means the entity to which **Your** Contract was assigned.

Branded Title means any certificate of ownership that currently is or has been declared as defective. This may include but is not limited to notations of Salvage, Rebuilt, Flood, or Lemon.

Contractual Pay-off Balance means the amount **You** owe the **Lienholder/Lessor** to pay off **Your** Contract on the **Date of Loss** according to the terms of **Your** Contract. The **Contractual Pay-off Balance** will not include any amounts that were not included in the Total of Payments on the **Date of Contract**. The **Contractual Pay-off Balance** will be reduced by: **Delinquent Payments**; **Deferred Payments**; past due charges; unearned finance charges/interest or lease charges; unearned taxes; any fees or amounts charged in connection with the early termination of the finance or lease contract; and amounts due to **You** such as refunds due from the cancellation of: credit life insurance, credit health insurance, credit involuntary unemployment insurance and mechanical repair contracts or other similar products that were included in the financing or lease of **Your Vehicle**.

Date of Contract means the date **You** sign the Contract to purchase or lease **Your Vehicle** as indicated within the Information Schedule and is the effective date of this GAP Amendment.

Date of Loss means the date on which **Your Vehicle** is reported stolen or incurs physical damage that is severe enough to constitute a **Total Loss**.

Deferred Payment means any monthly payment as described in **Your** Contract that: 1) has been postponed, skipped, or waived by the **Lienholder/Lessor** and 2) has not been paid as of the **Date of Loss.**

Delinquent Payments means any payment, as described in **Your** Contract, which remains unpaid for a period of more than 30 days after the due date stated in **Your** Contract, excluding any **Deferred Payments**. The **Delinquent Payment** will be determined as of and limited to amounts past due on the **Date of Loss**.

GAP Amount means **Contractual Pay-off Balance** on the **Date of Loss** less the **Actual Cash Value**, not to exceed the Maximum Limit of Liability as indicated within the Information Schedule.

GAP Price means the amount **You** paid for this GAP Amendment as indicated within the Information Schedule.

Insurance Proceeds means the **Primary Insurance** carrier's settlement amount for the **Total Loss** of **Your Vehicle**. This settlement amount will be increased by any amounts that are not otherwise subject to the Contract and were subtracted from the value of the **Vehicle** by **Your Primary Insurance** carrier, specifically: towing, rental or storage charges, salvage value, prior damage, wear and tear, unpaid insurance premiums or condition adjustment deductions and **Your Primary Insurance** deductible amount in excess of $1,000.

Lienholder/Lessor means any entity that purchases or accepts assignment of the original Contract. **Lienholder/Lessor** does not include an entity that pays-off the original Contract.

No Primary Insurance means on the **Date of Loss** there is no **Primary Insurance**, or coverage has lapsed, or **Primary Insurance** carrier has denied coverage, or the **Primary Insurance** has a stated value or limit of liability that is less than the value of **Your Vehicle**.

Permitted Commercial Purposes means **Your Vehicle** may be used 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. **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.

Primary Insurance means insurance coverage **You** purchase to protect **Your Vehicle** from collision and comprehensive loss. Additionally, **Primary Insurance** shall be any other coverage **We** or **Our Assignee** purchase to protect **Your Vehicle** or applicable third-party insurance.

Prohibited Commercial Purposes means **Your Vehicle** is used for the purpose of commercial rental, taxi, limousine or shuttle, towing/wrecker service; a **Vehicle** equipped with a dump bed, cherry picker, lifting or hoisting equipment; or police, emergency service, or a **Vehicle** with a municipal tag; **Vehicles** used for principally off-road use.

Selling Dealer means the dealer indicated within the Information Schedule from whom **You** purchased this GAP Amendment.

Total Loss means because of theft of or accidental damage to **Your Vehicle**, one of the following occurs:

(1) **Your Vehicle** is declared a total loss by **Your Primary Insurance** carrier;
(2) there is **No Primary Insurance** and **Your Vehicle** is stolen and not recovered within 30 days of the date of the theft and remains unrecoverable at the time of notification of **Total Loss**; or
(3) there is **No Primary Insurance** and the total cost to repair **Your Vehicle** as a result of an accident is greater than or equal to the **Actual Cash Value** of **Your Vehicle** immediately before the accident.

Transfer of Equity means this GAP Amendment will remain in force: 1) in the event of an equity transfer of **Your** Contract by the **Lienholder/Lessor**, or 2) if **You** sell **Your Vehicle** to a person who assumes the obligations of **Your** Contract to the **Lienholder/Lessor** under the original terms and conditions of **Your** Contract. Only in cases of **Transfer of Equity** is this GAP Amendment transferable.

Vehicle means the vehicle indicated within the Information Schedule that is either an automobile, SUV, truck or van with a Gross Vehicle Weight Rating (GVWR) of 14,000 pounds or less. The **Vehicle** is subject to the eligibility requirements as stated in **Section III. ELIGIBILITY**.

We, **Us**, and **Our** mean the **Selling Dealer** that provided the financing of the original Contract, or an entity who subsequently purchases or accepts assignment of the original Contract.

You and **Your** mean the Customer (Borrower/Lessee and Co-Borrower/Co-Lessee) indicated within the Information Schedule who financed or leased the **Vehicle** or an individual to whom this GAP Amendment is transferred in the case of **Transfer of Equity**.

III. ELIGIBILITY

You are not eligible to purchase this GAP Amendment:

(1) Where there is a single payment Contract or other Contract for which scheduled payments are less frequently than once every month from the point when the first scheduled payment is due;
(2) Where the Retail Installment Sales Contract/Lease Contract Term exceeds 96 months;
(3) Where the Amount Financed or Capitalized Cost exceeds $125,000;
(4) If **Your Vehicle** is used for **Prohibited Commercial Purposes**; or
(5) If **Your Vehicle** has a **Branded Title**; or exceeds GVWR of 14,000 pounds; or is a kit, exotic or specialty vehicle; or is a vehicle other than an automobile, SUV, truck or van.

If this GAP Amendment is sold on an ineligible **Vehicle**, it will be voided and **Our** liability will be limited to a refund of the **GAP Price** indicated within the Information Schedule.

IV. GAP CONTRACT PROVISIONS

This GAP Amendment is a debt cancellation agreement which amends **Your** Contract. In consideration for the payment of the **GAP Price**, **We** will waive the **GAP Amount** due to a covered **Total Loss** of **Your Vehicle** not to exceed the Maximum Limit of Liability of $25,000. **You** will be responsible for any portion of the **GAP Amount** that results from the Amount Financed or Capitalized Cost that exceeds the Finance Benefit Limit (150% of the MSRP for New Vehicles or 150% of the J.D.Power Retail Value for Pre-Owned Vehicles). The amount **You** are responsible for is calculated as follows: The portion of the Amount Financed or Capitalized Cost that exceeds the Finance Benefit Limit on the **Date of Contract** is multiplied by the percentage derived from dividing the **Contractual Pay-off Balance** on the **Date of Loss** by the Amount Financed or Capitalized Cost. The resulting amount is then deducted from the **GAP Amount**.

This GAP Amendment does not include:

(1) Any additional amounts that are refunded to **You** or credited to the **Contractual Pay-off Balance**;
(2) **Delinquent Payments**;
(3) Late charges and/or funds added after the **Date of Contract**;
(4) Any **Primary Insurance** deductible in excess of $1,000. No **Primary Insurance** deductible will be waived if **You** do not have **Primary Insurance**;
(5) Any benefit for lost cash down payment, trade equity or finance charges after the **Date of Loss**; or
(6) Any scheduled payments under the terms of **Your** Contract after the **Date of Loss**.
(7) Additional Exclusions apply – see **Section VII. EXCLUSIONS**.

You should take reasonable measures to ensure that the maximum amount of the **ACV** of **Your Vehicle** is paid by **Your Primary Insurance** carrier. If **You** need assistance in determining the correct **ACV** of **Your Vehicle**, contact the **Administrator**. **You** agree to assist **Us** in asserting any right to collect additional amounts due to **You** from the **Primary Insurance** carrier or under **Your** Contract.

V. TERMINATION

This GAP Amendment will terminate on the earliest date that any of the following events occur:

(1) The original date **Your** Contract is scheduled to terminate;
(2) In the event of a covered **Total Loss** of **Your Vehicle** after the **Lienholder/Lessor** has waived the **GAP Amount**;
(3) In the event of a covered **Total Loss** of **Your Vehicle** where no **GAP Amount** exists;
(4) In the event of a **Total Loss** of **Your Vehicle** that is not covered as stated in **Section VII. EXCLUSIONS**;
(5) Expiration of any redemption period following the repossession or surrender of **Your Vehicle**; or
(6) The date **You** prepay or refinance **Your** Contract.

To request cancellation due to early termination of **Your** Contract or termination of this GAP Amendment, **You** must request a refund by providing written notice to the **Administrator, Us** or the **Lienholder/Lessor** within 90 days of the earliest occurrence of the aforementioned events. In the event this GAP Amendment terminates pursuant to items 1 or 2 above, the **GAP Price** will be deemed as fully earned and no refund will be due. In the event this GAP Amendment terminates pursuant to items 3, 4, 5 or 6 above, a refund will be made as outlined in **Section VI. CANCELLATION/REFUNDS**.

VI. CANCELLATION/REFUNDS

This GAP Amendment is cancelable at any time. To cancel, **You** must provide written notice to the **Administrator**, **Us** or the **Lienholder/Lessor** within 90 days of **Your** decision to cancel. If this GAP Amendment is cancelled or terminated within 30 days of the **Date of Contract**, a full refund of the **GAP Price** will be made. After 30 days, the refund will be calculated on a pro-rata basis. No cancellation fee will be charged. **Any refund will be paid to the Lienholder/Lessor to reduce the amount owed under Your Contract, unless Your Contract has been paid in full; in that case, the refund will be paid to You.** This GAP Amendment cannot be reinstated after a cancellation has been processed. In the event of a covered **Total Loss** of **Your Vehicle**, the **GAP Price** will be deemed as fully earned and no refund will be due.

VII. EXCLUSIONS

This GAP Amendment does not provide coverage for a **Total Loss**:

(1) in connection with a **Vehicle** that does not meet the eligibility requirements as stated in **Section III. ELIGIBILITY**;
(2) due to confiscation of **Your Vehicle** by a government body or public official, or occurring after **Your Vehicle** has been repossessed by the **Lienholder/Lessor** or placed in the **Lienholder's/Lessor's** possession or in possession of the **Lienholder's/Lessor's** employees or agents;
(3) resulting from forgery, misrepresentation of facts, falsification of documents, fraudulent, dishonest, intentional, illegal or criminal acts by **You** whether acting alone or in collusion with others;
(4) resulting from **You** being cited for driving under the influence (DUI) of alcohol or drugs, driving while intoxicated (DWI), or submit to a breathalyzer test with a blood alcohol concentration (BAC) that is over the legal state limit for driving;
(5) resulting from **Your Vehicle** being operated, used or involved in any race or competitive driving;
(6) resulting from theft or damage to **Your Vehicle** that does not result in a covered **Total Loss**;
(7) sustained outside of the continental United States of America, Alaska, Hawaii and Canada;
(8) occurring prior to the **Date of Contract**, after the original Contract Term or after **Your Vehicle** is refinanced;
(9) resulting from war, whether or not declared, invasion, civil war, insurrection, rebellion, revolution or act of terrorism;
(10) caused by normal wear and tear, freezing, mechanical or electrical breakdown or failure;
(11) for losses sustained to **Your** personal property within **Your Vehicle** or to any equipment, components or systems not installed by the manufacturer unless they were included in the original financing of **Your Vehicle**; or
(12) when a police report was not submitted as required in **Section IX. NOTICE OF LOSS** Item # 1(a) below.

VIII. ASSIGNMENT

We agree to assign any and all rights under this GAP Amendment to any **Assignee** of **Your** Contract covered by this GAP Amendment. The **Assignee** agrees, by acceptance of this GAP Amendment to the Contract by assignment, to waive **Your** liability covered by this GAP Amendment.

IX. NOTICE OF LOSS

You must send the following documentation to the **Administrator** within 90 days of the event causing **Total Loss**, or within 90 days after receiving final settlement from **Your Primary Insurance** carrier, or within 90 days from the date the **Lienholder/Lessor** notifies **You** of any **Contractual Pay-off Balance** owing, whichever happens later:

(1) A copy of the **Primary Insurance** settlement showing all additions and deductions from the settlement amount, the valuation report and a copy of the **Primary Insurance** company check. If **No Primary Insurance** and the **Total Loss** is a result of:
  (a) Theft – **You** must include a copy of the police theft report identifying **Your Vehicle** including the Vehicle Identification Number (VIN); or
  (b) Accident or Damage – **You** must obtain and send **Us** a property damage appraisal report. **You** may also include a copy of the police accident or damage report, if available.
(2) A copy of this GAP Amendment;
(3) A copy of the entire Contract (front and back) showing the name and address of the **Lienholder/Lessor** and **Your** account number with the **Lienholder/Lessor**;
(4) A complete copy of the **Primary Insurance** coverage including the Declarations page listing the insurance deductible and the agent information, only if **You** have **Primary Insurance** in force at the **Date of Loss**;
(5) If available, **Your** Contract payment history showing all payments and any late charges or fees as of the **Date of Loss;**
(6) Copies of any refund checks and/or authorized cancellation forms confirming the refunds for such amounts as may be due **You** for any credit insurance, mechanical repair coverage or other similar products that were purchased and included in the financing or lease of **Your Vehicle**. Contact the **Selling Dealer** that sold **You** the coverage;
(7) For New Vehicles, if available, a copy of the window sticker or **Vehicle** invoice showing MSRP. Contact the **Selling Dealer** that sold or leased **You** the **Vehicle**;
(8) For Pre-Owned Vehicles, if available, a copy of the retail value as shown in the J.D. Power Official Used Car Guide or its equivalent as of the **Date of Contract**. Contact the **Selling Dealer** that sold or leased **You** the **Vehicle**;
(9) A copy of **Your** Buyer's Order.

If it is not possible for **You** to file proof of loss within such 90 day period, proof must be filed as soon as possible but in no event later than one year from the date proof was due as indicated above. The **Administrator** will not be able to obtain the information listed above for **You**.

X. STATE AMENDMENTS

<u>Alabama</u>

Section VI. CANCELLATION/REFUNDS is amended as follows:

In the event of cancellation of this GAP Amendment due to early termination of Your Contract, the Lienholder/Lessor shall provide or cause the Administrator or the Selling Dealer to provide within 60 days of termination, any refund due to You without requiring You to request cancellation of this GAP Amendment.

<u>Alaska</u>

Section II. DEFINITIONS

Insurance Proceeds is deleted and replaced by the following:

Insurance Proceeds means the **Primary Insurance** carrier's settlement amount for the **Total Loss** of **Your Vehicle**. This settlement amount will be increased by any amounts that are not otherwise subject to the Contract and were subtracted from the value of the **Vehicle** by **Your Primary Insurance** carrier, specifically: towing, rental or storage charges, salvage value, prior damage, wear and tear, unpaid insurance premiums and condition adjustment deductions and **Your Primary Insurance** deductible amount.

<u>Colorado</u>

Section I. KEY INFORMATION

Item #4 is deleted and replaced by the following:

You may wish to consult an insurance agent to determine whether alternative programs or products are available and at what cost.

Section II. DEFINITIONS

GAP Amount is deleted and replaced by the following:

GAP Amount means **Contractual Pay-off Balance** on the **Date of Loss** less the **Actual Cash Value**, less **Your Primary Insurance** deductible in excess of $1,000.

Insurance Proceeds is deleted and replaced by the following:

Insurance Proceeds means the **Primary Insurance** carrier's settlement amount for the **Total Loss** of **Your Vehicle**, including amounts paid by **Your Primary Insurance** carrier for towing, rental or storage charges and salvage value.

Contractual Pay-off Balance is deleted and replaced by the following:

Contractual Pay-off Balance means the amount **You** owe to the **Lienholder/Lessor** to pay off **Your** Contract on the **Date of Loss** according to the terms of **Your** Contract. The **Contractual Pay-off Balance** will not include any amounts that were not included in the Total of Payments on the **Date of Contract**. The **Contractual Pay-off Balance** will be reduced by: **Delinquent Payments**; legally permitted delinquency fees, insufficient fund checks, premium for creditor-imposed property damage insurance and deferral fees.

Section VI. CANCELLATION/REFUNDS is amended to include the following:

You may cancel GAP at any time for any reason, or no reason, for a refund of all or part of the GAP Price.

<u>Illinois</u>

The following is added to this GAP Amendment:

A portion of the **GAP Price** may be retained by the **Selling Dealer** indicated within the Information Schedule.

Section II. DEFINITIONS

If the Type of Contract indicated within the Information Schedule is a Lease Contract, the definition of **GAP Amount** is deleted and replaced by the following:

GAP Amount means the difference between the amount owed (or which would be owed in the absence of GAP protection) by the Lessee under the Lease Contract in the event of a **Total Loss** of **Your Vehicle** prior to the end of the lease term occasioned by its theft, physical damage or other occurrence as specified in the Lease Contract, and the actual cash value or portion of the actual cash value of **Your Vehicle**, actually received by the **Lessor** from the **Primary Insurance** carrier or from any other person. If there is no **Primary Insurance** then actual cash value means the average retail value of **Your Vehicle** using the J.D. Power Valuation Services' (J.D. Power) Official Used Car Guide or its equivalent with appropriate adjustments for mileage or optional equipment, as of the **Date of Loss**.

The **GAP Amount** shall not include any deductible amount applicable to any insurance policy maintained by the Lessee or any past due payments owed by the Lessee as of the time of the receipt by the **Lessor** of the insurance proceeds, or any other amount due because of the Lessee's default.

Indiana

Section I. KEY INFORMATION

Item #2 is deleted and replaced by the following:

GAP coverage is not available if the Amount Financed or Capitalized Cost (less the **GAP Price**, and the cost of credit insurance, ancillary products and warranties), is less than 80% of the MSRP for New Vehicles or J.D. Power Retail Value for Pre-Owned Vehicles.

Item #4 is deleted and replaced by the following:

You may be able to obtain GAP coverage from **Your Primary Insurance** carrier. **You** should ask them for information about coverage and cost.

The following is added to this GAP Amendment:

In the event of the early termination of **Your** Contract with the **Lienholder/Lessor**, **You** are not required to provide written notice to obtain a refund of **Your GAP Price**. The refund amount will be calculated as outlined in **Section VI. CANCELLATION/REFUNDS**.

Kansas

The following is added to this GAP Amendment:

This GAP Amendment may not cancel the outstanding amount financed due on the Date of Loss.

You may contact the Selling Dealer regarding claims for GAP coverage. To do so, please refer to the Selling Dealer section within the Information Schedule for contact information.

If **You** have questions, concerns or **complaints** regarding this GAP Amendment, **You** may contact the Kansas Office of the State Bank Commissioner, 700 S.W. Jackson #300, Topeka, KS 66603, http://www.osbckansas.org/

Section VII. EXCLUSIONS

Exclusions #3 and #4 are deleted in their entirety.

Louisiana

Section II. Definitions

Actual Cash Value is deleted and replaced by the following:

Actual Cash Value (ACV) means **Insurance Proceeds** if there was a settlement from the **Primary Insurance** carrier. If there is **No Primary Insurance** (as defined below), then **Actual Cash Value** means the average retail value of the **Vehicle** using the J.D. Power Valuation Services' (J.D. Power) Official Used Car Guide as of the **Date of Loss**. If the average retail value of **Your Vehicle** is not listed in the J.D. Power Official Used Car Guide, then an equivalent national or regional guide for the territory in which **Your Vehicle** is principally garaged will be used. For a **Vehicle** which has no retail value available or is located in territories where J.D. Power or an equivalent national or regional guide is not customarily used, **ACV** will be determined using the best information available to the **Administrator**, or which **Administrator** reasonably believes accurately reflects the average 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.

Insurance Proceeds is deleted and replaced by the following:

Insurance Proceeds means the **Primary Insurance** carrier's settlement amount for the **Total Loss** of **Your Vehicle**. This settlement amount will be increased by any amounts that are not otherwise subject to the Contract and were subtracted from the value of the **Vehicle** by **Your Primary Insurance** carrier, specifically: towing, rental or storage charges, salvage value, prior damage, unpaid insurance premiums or condition adjustment deductions and **Your Primary Insurance** deductible amount in excess of $1,000.

Section VII. EXCLUSIONS

Exclusion #10 is deleted and replaced by the following:

(10) caused by freezing, mechanical or electrical breakdown or failure;

Maine

The following is added to this GAP Amendment:

GAP does not provide any benefit on lease contracts sold in Maine. If GAP coverage was sold on a leased **Vehicle** from **Your Selling Dealer** located in Maine, the entire **GAP Price** will be refunded.

Maryland

The Maximum Limit of Liability indicated on the Information Schedule does not apply to this GAP Amendment.

The following is added to this GAP Amendment:

You are solely responsible for the payment of any and all taxes You may owe due to the discharge of Your debt under this GAP Amendment. You may wish to consult with a tax professional. You are reminded that this GAP Amendment is not an insurance policy. In case any term of this GAP Amendment is determined to be invalid, illegal, or unenforceable, that term shall be interpreted and reformed so as to not be invalid, illegal, or unenforceable. If any provision of this GAP Amendment is held to be unenforceable, then such provision will be modified to reflect the parties' intention.

Section II. DEFINITIONS

Transfer of Equity is deleted and replaced by the following:

Transfer of Equity means this GAP Amendment will remain in force: 1) in the event of an equity transfer of **Your** Contract by the **Lienholder/Lessor**, or 2) if **You** sell **Your Vehicle** to a person who assumes the obligations of **Your** Contract to the **Lienholder/Lessor** under the original terms and conditions of **Your** Contract.

Insurance Proceeds is deleted and replaced by the following:

Insurance Proceeds means the **Primary Insurance** carrier's settlement amount for the **Total Loss** of **Your Vehicle.** This settlement amount will be increased by **Your Primary Insurance** deductible amount in excess of $1,000.

Contractual Pay-off Balance is deleted and replaced by the following:

Contractual Pay-off Balance means the amount **You** owe to the **Lienholder/Lessor** to pay off **Your** Contract on the **Date of Loss** according to the terms of **Your** Contract. The **Contractual Pay-off Balance** will not include any amounts that were not included in the Total of Payments on the **Date of Contract**. The **Contractual Pay-off Balance** will be reduced by: the portion of unearned financed taxes and charges actually refunded to **You** and credited as a reduction to the **Contractual Pay-off Balance**; **Delinquent Payments** or **Deferred Payments**; past due charges; late payment charges; unearned interest and amounts due to **You** such as refunds due from the cancellation of: credit life insurance, credit health insurance, credit involuntary unemployment insurance and mechanical repair contracts or other similar products that were included in the financing or lease of **Your Vehicle**. These amounts will not reduce the **Contractual Pay-off Balance** until actually received by **You** or credited to the **Contractual Pay-off Balance**. **You** agree to assist **Us** in collecting any such amounts payable. **You** also agree to return any such amounts received by **You** if included in the **GAP Amount** waived.

Section III. ELIGIBILITY is amended to include the following:

(6) Where the Amount Financed or Capitalized Cost exceeds the Finance Benefit Limit (150% of the MSRP for New Vehicles or 150% of the J.D. Power Retail Value for Pre-Owned Vehicles).

Section IV. GAP CONTRACT PROVISIONS

The first paragraph is deleted in its entirety and replaced with the following:

This GAP Amendment is a debt cancellation agreement which amends **Your** Contract. In consideration for the payment of the **GAP Price**, **We** will waive the **GAP Amount** due to a covered **Total Loss** of **Your Vehicle.**

Item #5 is deleted in its entirety.

Section VI. CANCELLATION/REFUNDS is amended to include the following:

To cancel this GAP Amendment or in the event of early termination of **Your** Contract, **You** must request a refund by providing written notice to the **Administrator**, **Us** or the **Lienholder/Lessor** within 90 days of **Your** decision to cancel or the occurrence of the event causing the early termination of **Your** Contract.

Minnesota

THE GAP WAIVER IS OPTIONAL. YOU DO NOT HAVE TO PURCHASE THIS PRODUCT IN ORDER TO BUY OR LEASE THIS MOTOR VEHICLE. YOU ALSO HAVE A LIMITED RIGHT TO CANCEL.

Nebraska

The following is added to this GAP Amendment:
In the event the **Lienholder/Lessor** or **Lienholder/Lessor's** designee assigns, sells or transfers **Your** Contract, this GAP Amendment shall remain in force.

Section I. KEY INFORMATION

Item #4 is deleted and replaced by the following:
GAP Price is not regulated by the Department of Insurance. It is Your responsibility to determine whether the GAP Price is reasonable in relation to the protections it provides. You may also wish to consult an insurance agent to determine whether alternative programs or products are available and at what cost.

NEVADA

The following is added to this GAP Amendment:

- **A GAP 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 Your Contract may void this GAP Amendment. If voided, You will receive a refund as outlined in Section VI. CANCELLATION/REFUNDS.**

New Hampshire

Section II. DEFINITIONS

If the Type of Contract indicated within the Information Schedule is a Lease Contract, the definition of **GAP Amount** is deleted and replaced by the following:
GAP Amount means the difference between the amount owed (or which would be owed in the absence of GAP protection) by the Lessee under the Lease Contract in the event of a **Total Loss** of **Your Vehicle** prior to the end of the lease term occasioned by its theft, physical damage or other occurrence as specified in the Lease Contract, and the actual cash value or portion of the actual cash value of **Your Vehicle**, actually received by the **Lessor** from the **Primary Insurance** carrier or from any other person. If there is no **Primary Insurance** then actual cash value means the average retail value of **Your Vehicle** using the J.D. Power Valuation Services' (J.D. Power) Official Used Car Guide or its equivalent with appropriate adjustments for mileage or optional equipment, as of the **Date of Loss**. The **GAP Amount** shall not include any deductible amount applicable to any insurance policy maintained by the Lessee or any past due payments owed by the Lessee as of the time of the receipt by the **Lessor** of the insurance proceeds, or any other amount due because of the Lessee's default.

New Jersey

The following is added to this GAP Amendment:
In the event of cancellation or early termination of this GAP Amendment, the **Lienholder/Lessor**, the **Administrator** or the **Selling Dealer** is obligated to automatically refund the **GAP Price** as outlined in **Section VI. CANCELLATION/REFUNDS** within 60 days of the event terminating **Your** Contract or within 60 days of the receipt of **Your** request to cancel this GAP Amendment. There is no obligation for **You** to request this refund.

Oregon

The following is added to this GAP Amendment:
In the event of the early termination of **Your** Contract with the **Lienholder/Lessor**, **You** are not required to provide written notice to obtain a refund of **Your GAP Price**. The refund amount will be calculated as outlined in **Section VI. CANCELLATION/REFUNDS**.

Pennsylvania

The following is added to this GAP Amendment:
A portion of the **GAP Price** may be retained by the **Selling Dealer** indicated within the Information Schedule.

South Carolina

The following is added to this GAP Amendment:
If the **GAP Price** is not financed under **Your** Contract and a refund is due, **You** may request the refund be paid directly to **You** or applied to reduce the amount owed under **Your** Contract.

Section I. KEY INFORMATION

Item #2 is deleted and replaced by the following:
GAP coverage is not available if the Amount Financed or Capitalized Cost (less the **GAP Price**, the cost of credit insurance, and the cost of warranties), is less than 80% of the MSRP for New Vehicles or J.D. Power Retail Value for Pre-Owned Vehicles.
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.

Utah

The following is added to this GAP Amendment:
- In the event the **Lienholder/Lessor** assigns, sells or transfers **Your** Contract, this GAP Amendment shall remain in force.
- This GAP Amendment is subject to limited regulation by the Insurance Commissioner. Complaints regarding this GAP Amendment may be submitted to the Insurance Commissioner.

Washington

Section I. KEY INFORMATION

The following sentence is added:
Purchase of GAP does not eliminate Your rights and obligations under the laws of Washington for any vendor single-interest and/or collateral protection coverage provided.

West Virginia

The following is added to this GAP Amendment:
Once a notice of loss has been initiated, and until such time as the request for a benefit under this GAP Amendment is resolved, this GAP Amendment shall not be terminated or canceled, nor shall a request for a benefit under this GAP Amendment be denied, by the **Lienholder/Lessor, Administrator** or other designated party, solely due to **Your** failure to make monthly payments owed for the **GAP Price**.

Wisconsin

Section VI. CANCELLATION/REFUNDS is deleted and replaced by the following:
This GAP Amendment is cancelable at any time. To cancel, **You** must provide written notice to the **Administrator**, **Us** or the **Lienholder/Lessor.** If this GAP Amendment is cancelled or terminated within 30 days of the **Date of Contract**, a full refund of the **GAP Price** plus the amount of applicable finance charges will be made. After 30 days, the refund will be calculated on a pro-rata basis. No cancellation fee will be charged. Any refund will be paid to the **Lienholder/Lessor**, unless **Your** Contract has been paid in full; in that case, the refund will be paid to **You**. This GAP Amendment cannot be reinstated after a cancellation has been processed. In the event of a covered **Total Loss** of **Your Vehicle**, the **GAP Price** will be deemed as fully earned and no refund will be due.

Assurant® Vehicle Care

Guaranteed Asset Protection
Contract Amendment
CANCELLATION REQUEST FORM

CUSTOMER

Borrower/Lessee Name THEA Harry	Co-Borrower/Co-Lessee Name
Street 850 WIEGAND CT	Street
City, State, Zip Code New York NY 10011	City, State, Zip Code
Telephone Home 707-558-5360 Cell 707-558-5360	Telephone Home Cell
E-Mail Address	E-Mail Address

VEHICLE

Year 2025	VIN KL77LFEP2SC153525
Make CHEVROLET	Odometer 15
Model TRAX LS	

SELLING DEALER	LIENHOLDER/LESSOR
Name, Dealer # MenuverseTesting AVCTEST	Name ALLY FNCL
Street 12758 Domingo Court	Street PO BX 8128
City, State, Zip Code Parker CO 80134	City, State, Zip Code 1980 NY 10011
Telephone 516-300-4457	Telephone 707-558-5360

You have the unconditional right to cancel GAP at any time for any reason, or no reason, for a refund of all or part of the **GAP Price**. To cancel, **You** must complete and return this cancellation form or send written notice of cancellation to the **Selling Dealer**, **Administrator**, or **Lienholder/Lessor** as indicated within the Information Schedule. A copy of this GAP Amendment must be included with **Your** request for cancellation. The cancellation notice must be postmarked no later than 30 days after **You** purchased this GAP Amendment. If this GAP Amendment is cancelled or terminated within 30 days of the **Date of Contract**, a full refund of the **GAP Price** will be made. After 30 days, the refund will be calculated on a pro-rata basis. No cancellation fee will be charged. This GAP Amendment cannot be reinstated after a cancellation has been processed. Any refund will be paid to the **Lienholder/Lessor**, unless **Your** Contract has been paid in full; in that case, the refund will be paid to **You**.

Borrower/Lessee ______________________

Co-Borrower/Co-Lessee ______________________

Date 01/24/2025

Dealer Representative ______________________

Date 01/24/2025