



# DEFICIENCY WAIVER ADDENDUM

CIG FINANCIAL

## VEHICLE

Year, Make, Model, VIN

## PURCHASER

Purchaser

Address, City, State, Zip

Email

Home Phone, Cell, Work

## SELLING STORE

Name, Number

Address, City, State, Zip, Phone

Representative

## LENDER/ASSIGNEE

Lender/Assignee **CIG Financial, LLC**

Address, City, State, Zip, Phone **PO BOX 19795 Irvine, CA 92623-9795, 800-525-3300**

## ADDENDUM INFORMATION

Vehicle Purchase Price	Addendum Purchase Date
Amount Financed	Term
MSRP/NADA Value	Addendum Selling Price
Current Mileage	

### NOTICE TO PURCHASER

- THE PURCHASE OF THIS GAP DEFICIENCY WAIVER ADDENDUM IS AN OPTIONAL ADDITION TO THE CONDITIONAL SALE CONTRACT AND NEITHER THE EXTENSION OF CREDIT, THE TERM OF CREDIT NOR THE TERMS OF A CONDITIONAL SALE CONTRACT MAY BE CONDITIONED UPON THE PURCHASE OF THIS ADDENDUM. THE DEALER AND ONCE ASSIGNED, THE ASSIGNEE/LENDER ARE THE CONTRACTING PARTIES TO THIS ADDENDUM. SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGES.
- GAP only provides a Waiver Benefit if more is owed on the Finance Agreement than the Vehicle's value at the time of Total Loss, subject to the terms and conditions of this Addendum. Before purchasing GAP, Purchaser should consider factors such as the Finance Agreement Term, the Amount Financed, the value of the Vehicle, and driving habits (e.g. mileage, wear and tear, and maintenance).
- Purchaser is responsible to the named Selling Store/Assignee that took assignment of the Finance Agreement and this Addendum for the amount of any early termination liability resulting from a Total Loss of the Vehicle. Due to this GAP Protection Deficiency Waiver Addendum ("Addendum") being in effect, the Selling Store/Assignee agrees to cancel a portion of the Purchaser's indebtedness in the event of a Total Loss of the Vehicle as defined herein.
- Pursuant to this Addendum, the Selling Store/Assignee will waive the amount equal to the Unpaid Net Balance less the Actual Cash Value, both as defined herein, including the amount of the Purchaser's primary insurance deductible up to one thousand (\$1,000) dollars. This Addendum may not waive the entire amount owed at the time of loss if excluded charges (as defined in this Addendum) are included in the Unpaid Net Balance, or if other conditions (as set forth herein) apply.
- This Addendum follows and remains a part of the Finance Agreement if the Finance Agreement is sold, transferred, or assigned.
- This Addendum does not take the place of insurance on the Vehicle. Refinancing the Vehicle/Finance Agreement voids this Addendum.

**STOP AND READ:**  
**YOU CANNOT BE REQUIRED TO BUY A GAP WAIVER OR 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.**

Purchaser Signature

Selling Store Signature

**For GAP Protection Assistance Call 1-800-742-7896. See important terms and conditions on the following pages.**

The Administrator of GAP Protection is **Safe-Guard Products International, LLC** | Two Concourse Parkway, Suite 500 | Atlanta, GA 30328 | 1-800-742-7896

# GAP PROTECTION DEFICIENCY WAIVER ADDENDUM

## 1. INTRODUCTION AND PARTIES

This GAP Protection Deficiency Waiver Addendum ("Addendum") is not insurance; it is a debt cancellation agreement which amends and becomes a part of Your Finance Agreement. This Addendum is entered into between the Purchaser (referred to herein as "Purchaser," "You" or "Your") and the Selling Store, and any subsequent Lender/Assignee to which the Selling Store assigns Your Finance Agreement. This Addendum remains a part of the Finance Agreement upon the assignment, sale, or transfer of such Finance Agreement by the Selling Store or the Selling Store's designee. Selling Store has appointed, and Lender/Assignee accepts the appointment of, Safe-Guard Products International, LLC as the Administrator of this Addendum. Safe-Guard Products International, LLC is not a party to this Addendum and its sole responsibility is to perform the administration for this Addendum.

## 2. DEFINITIONS

- A. **"Actual Cash Value"** means the retail value of the Vehicle, on the Date of Loss, prior to its physical damage or theft, as determined by the primary automobile physical damage carrier. If no primary automobile physical damage carrier exists or the primary automobile physical damage carrier has been declared insolvent, the retail value will be determined using the nationally- or regionally-recognized guide, such as National Automobile Dealers Association (NADA) or Kelley Blue Book (KBB), based on the best information available on the Vehicle's options, mileage and condition. If Administrator provides Purchaser with evidence that Primary Insurer did not pay a fair Actual Cash Value, Purchaser, with Administrator's assistance, may be required to contact Primary Insurer to request a higher payment.
- B. **"Addendum Purchase Date"** means the date on which You purchased/leased the Vehicle and also the date on which You purchased this Addendum. The Addendum must have been purchased on the same date as the Vehicle.
- C. **"Administrator"** means Safe-Guard Products International, LLC, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 1-800-742-7896.
- D. **"Date of Loss"** means the date on which the actual physical loss, damage or theft occurred to the Vehicle. If such date is indeterminable, the Date of Loss shall be either the date established by the primary insurer or the date the occurrence was reported to the police, whichever occurs first.
- E. **"Finance Agreement"** means the Installment Sales Contract, Loan, Lease or other agreement between the Purchaser and Selling Store/Assignee entered into on the original date of sale/lease of the Vehicle that evidences the terms and conditions of the loan.
- F. **"Lender/Assignee"** means the financial institution extending the loan/lease amount to Purchaser under the terms of the Finance Agreement.
- G. **"Permitted Commercial Purpose"** means a commercial purpose which is commonly categorized as "professional." A Permitted Commercial Purpose is limited to using the Vehicle for transportation to and from commercial work-related activities, including, but not limited to: vehicles used by a single driver for sales/services (e.g. real estate, cleaning services, home health/aide care services and gardening) or light duty services (e.g. electrician, carpenter and plumber).
- H. **"Primary Insurer"** means a third party insurance company providing comprehensive/collision coverage on the Vehicle or a third party insurance company that determines and pays the Actual Cash Value of the Vehicle in the event of a Total Loss.
- I. **"Prohibited Commercial Purpose"** means a commercial purpose other than a Permitted Commercial Purpose. A Prohibited Commercial Purpose involves using the Vehicle to perform commercial work-related functions, including, but not limited to: hauling, construction work, principal off-road use, pickup and/or delivery service, courier service, daily rentals, carrying passengers for hire/livery (e.g. taxi, limousine, or shuttle services), ride share vehicles (including Uber®, Lyft®, and any other similar services), towing or road service operations, government/military use, emergency services (e.g. law enforcement, fire, and ambulance), snowplowing, private/government/company fleet use, or if the Vehicle is both registered/titled/purchased/leased in a company's name and may be used by multiple drivers.
- J. **"Purchaser," "You" or "Your"** means the Purchaser shown on the Registration Page or the individual to whom this Addendum was last transferred under the transfer provisions of this Addendum.
- K. **"Registration Page"** means the first page of this Addendum.
- L. **"Selling Store"** means the automotive dealership described on the Registration Page that sold the Vehicle and sold this Addendum to the Purchaser.
- M. **"Settlement Date"** means the date the Primary Insurer issued the settlement check due to the Total Loss of the Vehicle.
- N. **"Total Loss"** means a total or constructive total loss as defined by the individual Purchaser's primary automobile physical damage carrier. If no primary automobile physical damage carrier exists, then a Total Loss shall mean when the repair cost exceeds the Actual Cash Value or, in the event of a theft, when the Vehicle has not been recovered after a minimum period of thirty (30) days from the date of the original police theft report.
- O. **"Unpaid Net Balance"** means the amount owed by the Purchaser to clear the outstanding Finance Agreement accounts as of Date of Loss subject to the terms and conditions herein. This amount shall not include any and all unearned and/or future interest or rental charges, finance or lease charges, late charges, missed or late payments, uncollected service charges, refundable prepaid taxes and fees, disposition fees, termination fees, penalty fees, or any proceeds which may be recovered by canceling any insurance coverages, service contracts and/or warranties, credit life, accident and health insurance or other cancelable items.
- P. **"Vehicle"** means the vehicle listed on the Registration Page, including all options and equipment, that is the subject of the Finance Agreement and is a vehicle, van, or truck that does not exceed 16,000 lbs. Gross Vehicle Weight Rating (GVWR).
- Q. **"Waiver Benefit"** means the amount waived by the Lender/Assignee pursuant to the terms of the Addendum.

## 3. TERMS AND CONDITIONS

- A. Any portion of the Purchaser's primary insurance deductible that exceeds one thousand (\$1,000) dollars will not be included in the Waiver Benefit amount and will not be covered by this Addendum. If no Waiver Benefit is due under this Addendum, no coverage will be provided for the primary insurance deductible amount. Additionally, in the event the Purchaser's primary insurance deductible amount is greater than the Waiver Benefit amount, the Selling Store/Assignee will only waive the portion of the primary insurance deductible up to the Waiver Benefit amount. Purchaser will not be paid or reimbursed directly for any primary insurance deductible amount.
- B. Purchaser is responsible for making at least the minimum payment owed under the terms of the Finance Agreement for each payment due date scheduled after the Date of Loss until the request for a Waiver Benefit has been fully processed. In the event a Waiver Benefit is owed under the Addendum, a refund will be issued to Purchaser or Lender/Assignee where applicable, for the portion of Purchaser's payment(s) that should have been waived according to the terms of this Addendum. Purchaser's failure to make any payments to Lender/Assignee after the Date of Loss shall not void Purchaser's right to a Waiver Benefit under this Addendum.
- C. This Addendum terminates upon (i) refinancing the Vehicle's Finance Agreement or (ii) payment in full of the original Finance Agreement.

### 3. TERMS AND CONDITIONS (CONTINUED)

- D. No coverage is provided under this Addendum for:
1. Finance Agreements with an amount financed less than seventy (70%) percent of the manufacturer suggested retail price (MSRP) for a new motor vehicle or the average retail value for a used motor vehicle, as determined by a nationally recognized pricing guide. In the event a Customer receives an Addendum with an amount financed less than seventy (70%) percent of the MSRP for new motor vehicles or the average retail value for a used motor vehicle, no Waiver Benefit will be provided; however, the Customer is entitled to a full refund of the Addendum Retail Price;
  2. The amount of Sales Tax and Title fee reimbursement owed by the Primary Insurer in applicable states;
  3. Any deductions taken by the Primary Insurer for prior damage, salvage, missing items, excess towing and storage;
  4. Vehicles with salvage or junk title;
  5. Vehicles deemed a partial loss;
  6. Damage related to any personal property attached to or within the Vehicle.
- E. This Addendum shall be void if any material fact(s) have been concealed or misrepresented, or in the case of fraud.

### 4. EXCLUSIONS

This Addendum does not provide coverage to the Total Loss of the Vehicle:

- A. If the purchase date of the Vehicle is different than the purchase date of this Addendum; if the Total Loss occurs prior to the Effective Date of this Addendum; if the actions occurred after the original maturity date of the Finance Agreement; or Lender's/Assignee's acceleration of the Finance Agreement;
- B. Resulting directly or indirectly from any dishonest, fraudulent or illegal act by the Purchaser, family member or other person acting under the Purchaser's authority, including but not limited to, conversion, embezzlement, forgery, or concealment by any person in lawful possession of the Vehicle;
- C. Caused by a willful, wanton or recklessly negligent act by the Purchaser, family member or other person acting under the Purchaser's authority, including but not limited to, when the Total Loss or theft results directly or indirectly from the Purchaser's or Purchaser's authorized representative's driving under the influence, driving while intoxicated, or driving without a valid license;
- D. If the Vehicle is used or operated for a Prohibited Commercial Purpose or in any race or speed contest;
- E. Due to wear and tear, freezing, mechanical or electrical breakdown, or failure;
- F. Resulting when the Vehicle was held as security under any wholesale, floor plan, field warehouse or any type of financing made to a dealership; from the legal confiscation of the Vehicle by a public official; or during or after the repossession of the Vehicle;
- G. Which occurs outside the United States, its territories or Canada;
- H. Due to war, whether or not declared, invasion, civil war, insurrection, rebellion, revolution, terrorism, riots or civil unrest.

### 5. CLAIM PROCEDURES

- A. To initiate a request for a Waiver Benefit (file a claim), Purchaser can:

1. Visit [www.safe-guardproducts.com](http://www.safe-guardproducts.com); or
2. Call Administrator at 1-800-742-7896.

All required documents listed below must be sent to Administrator within two hundred ten (210) days of the Settlement Date (or within two hundred ten (210) days of the Date of Loss, if there is no Primary Insurance on the Vehicle) before any Waiver Benefit can be processed; failure to do so will VOID this Addendum and no Waiver Benefit will be processed. It is Purchaser's responsibility to provide the required documentation to Administrator within the appropriate time frame.

- B. A copy of the following documents are required when requesting a Waiver Benefit:

1. Document(s) from the Primary Insurer (or written notification if there is no collectible physical damage insurance):
  - i. **Final Primary Insurance Settlement Statement** substantiating the date of and cause of the Total Loss of the Vehicle, gross settlement amount, deductible and net settlement amount. Should Purchaser not have collectible physical damage insurance on the Date of Loss, it is Purchaser's responsibility to advise Administrator in writing immediately when the Total Loss is discovered, and Administrator will arrange for an independent appraisal in order to calculate the Actual Cash Value of the vehicle immediately prior to the Total Loss. The cost of the appraisal will be deducted from the amount of any Waiver Benefit and will be payable to Administrator from the Purchaser in the event no Waiver Benefit is due.
  - ii. **Loss Evaluation Report** (if not included with **Final Primary Insurance Settlement Statement**) substantiating the basis of how the Actual Cash Value of the Vehicle was determined by CCI, Mitchell, or other appraiser (must include all options on the Vehicle and mileage on the Date of Loss, if available).
  - iii. Primary Insurer's **Settlement Check** issued by the Insurance Company for the total loss of your vehicle.
2. Loan/Lease document(s) from the Lender/Assignee:
  - i. Statement from Lender/Assignee documenting **Your Loan/Lease Payoff Amount**, including detail of past due amounts, late charges, etc., if any.
  - ii. **Complete Payment History** (record of loan/lease payments from inception through Date of Loss).
  - iii. **Finance Agreement** (including term, APR, amount financed, payment amount, payment due date and any cancelable items purchased).
3. Vehicle purchase documents from the Selling Store:
  - i. **Buyer's Order/Purchase Order** from the Selling Store (if applicable), substantiating make, model, year, mileage and vehicle options.
  - ii. Confirmation of **quoted refund amounts** for all cancelable items purchased.
4. **Police Report** from the Police Department (if a Police Report was filed), if there is no Primary Insurance covering the Vehicle on the Date of Loss.
5. Any additional documents reasonably requested by Administrator.

Please make sure all documents are totally legible, otherwise the waiver benefit may be delayed until legible copies can be obtained. Once all legible documents have been received and there is a Waiver Benefit due, the Waiver Benefit will be provided by the Dealer/Assignee within thirty (30) days.

## 6. TERMINATION

This Addendum terminates upon the earliest of the following events:

- A. Cancellation of this Addendum (see Section 7);
- B. Refinancing the Vehicle's Finance Agreement;
- C. Payment in full of the original Finance Agreement;
- D. Expiration of any redemption and reinstatement periods after a repossession or surrender of the Vehicle; or
- E. A Waiver Benefit is provided under the terms of this Addendum.

## 7. CANCELLATION

This Addendum is cancelable. To cancel the Addendum, Purchaser must provide Selling Store with written notice of Purchaser's request to cancel the Addendum. If You are unable to contact the Selling Store to initiate the cancellation process, please call Administrator at 1-800-742-7896 for instructions. This Addendum may be cancelled for a full refund of the Addendum Selling Price and any associated finance charges within sixty (60) days of the Addendum Purchase Date provided that no Waiver Benefit has been or will be provided. After sixty (60) days any refunds will be calculated pro-rata by multiplying the Addendum Retail Price by the quotient of the number of calendar days from the termination date to the Finance Agreement's original full term date, divided by the total number of calendar days in the Finance Agreement's original term. If this Addendum is declared void pursuant to the terms stated in this Addendum, Purchaser is entitled to a refund of the Addendum Selling Price calculated in accordance with this Section 7, Cancellation. However, in the event a Waiver Benefit has been or will be provided, this Addendum will be deemed as fully earned, and no refund will be due or credited to the Purchaser. Purchaser must provide the written request for a refund to Administrator or Selling Store within ninety (90) days of the requested effective date of cancellation of this Addendum unless the termination is a result of the early termination of the Finance Agreement, in which case the Lender/Assignee will initiate the cancellation of the Addendum. Any refund due under this Addendum will be made payable to the Lender/Assignee unless Purchaser provides Administrator with written documentation from Lender/Assignee stating the Finance Agreement has been paid in full. If the cancellation of the Addendum occurs as a result of a default under the Finance Agreement or the repossession of the Vehicle, any refund due may be paid directly to the Lender/Assignee. If the Addendum Selling Price was included in the financing of the Vehicle, any cancellation refund may be applied by the Lender/Assignee as a reduction of the overall amount owed under the Finance Agreement rather than applying the refund strictly to the Addendum Selling Price. In the event of the cancellation or termination of this Addendum, the Assignee/Lender will provide, or will cause the Administrator or Dealer to provide, any refund due pursuant to the cancellation provisions of this Addendum within sixty (60) days of the cancellation or termination.

## 8. TRANSFER

This Addendum is transferable if the Finance Agreement is assumed by a third party individual, no terms of the Finance Agreement are modified other than the identity of the Purchaser, and the twenty-five (\$25) dollar transfer fee is received by Administrator within thirty (30) days of the Vehicle's transfer. Copies of the Registration Page, the revised Finance Agreement and a check for twenty-five (\$25) dollars are required by Administrator to process the transfer request. This Addendum is not transferable to another vehicle or another Finance Agreement.

## 9. ARBITRATION

You agree that all individual claims or disputes arising from or relating to this Addendum regarding the Administrator, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Administrator with at least three proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If Administrator demonstrates that none of the three proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Addendum was purchased, the state's arbitration rules will govern.

**ADMINISTRATOR WILL INVESTIGATE AND PROSECUTE ANY SUSPECTED FRAUDULENT CLAIMS TO THE FULLEST EXTENT OF THE LAW. ADMINISTRATOR WILL CANCEL ANY ADDENDUM THAT WAS SECURED BY THE PURCHASER VIA FRAUDULENT OR MISREPRESENTATIVE STATEMENTS OR ACTIONS.**