



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

ASSIGNEE

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/J.D. Power Value	Current Mileage
	Addendum Selling Price

NOTICE TO PURCHASER

- Purchaser is responsible to the named Assignee under the terms of the described Finance Agreement 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 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 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.
- Purchaser understands that this Addendum is a contractual agreement with the Selling Store and CIG Financial, LLC, and Purchaser is requesting coverage.
- Purchaser understands that Purchaser will receive a full refund if cancellation is requested within sixty (60) days of the Addendum Purchase Date, provided that no Waiver Benefit has been or will be credited to the Purchaser. Additionally, a cancellation request received after sixty (60) days of purchase will be refunded pro-rata and is subject to a fifty (\$50) cancellation fee, unless modified by applicable state law. If the Addendum Selling Price was included in the financing of the Vehicle, any refunds for a cancelled Addendum may be applied by the Assignee as a reduction of the overall amount owed under the Finance Agreement, rather than applying the refund strictly to the Addendum Selling Price.
- This Addendum does not take the place of insurance on the Vehicle. Refinancing the Vehicle/Finance Agreement terminates this Addendum.
- **The purchase of this Addendum is optional and voluntary, will not be a factor in the credit approval process and neither the extension of credit, the terms of the credit, nor the terms of the related motor vehicle sale, may be conditioned upon the purchase of the GAP waiver.**
- **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).**

I (Purchaser), whose signature appears below, acknowledge that the information contained above is true and accurate. I have read the terms and conditions of this Addendum, understand and agree to all of the provisions herein.

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

ANGP-TX-CIG 10/22

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 CIG Financial, LLC, and 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 Insurer, regardless of whether the Primary Insurer pays the Actual Cash Value in the event of a Total Loss. 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 J.D. Power Valuation Services' (J.D. Power) Official Used Car Guide, based on the best information available on the Vehicle's options, mileage and condition (if the retail value is not available in the J.D. Power Official Used Car Guide, then the Kelley Blue Book (KBB) appraisal guide will be used. 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 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. **"Assignee"** means the financial institution that receives assignment of the Finance Agreement from the Selling Store.
- E. **"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.
- F. **"Finance Agreement"** means the Installment Sales Contract or other agreement between the Purchaser and the Selling Store (or, upon assignment, the Assignee) entered into on the original date of sale of the Vehicle that evidences the terms and conditions of the financing.
- G. **"MSRP"** means Manufacturer's Suggested Retail Price.
- H. **"Permitted Commercial Purpose"** means the Vehicle may be used for the following commercial work-related activities and functions including privately-owned vehicles, municipality/local government vehicles, company vehicles, and/or fleet vehicles used for the following: (1) 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) and (2) to perform the following commercial work-related functions: pickup and/or delivery service, courier service, carrying passengers for hire/livery (e.g., limousine, or shuttle services), ride share services (including Uber®, Lyft®, and any other similar services), and municipality/local government fleet use (e.g. parking enforcement, public utility meter reading, tax assessors, permit verification, surveyor). The Vehicle is permitted to be registered/titled/purchased/leased in a company's name, used by multiple drivers, and/or insured under a commercial comprehensive/collision insurance policy, provided that the Vehicle is not used for a Prohibited Commercial Purpose, as defined below.
- I. **"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.
- J. **"Prohibited Commercial Purpose"** means the Covered Vehicle may not be used for the following commercial purposes: towing/wrecker service, if the Covered Vehicle is equipped with a dump bed, cherry picker, lifting or hoisting equipment, police/law enforcement use, emergency services, or if the Covered Vehicle is used for principally off-road use, or for prearranged or organized racing or competitive driving.
- K. **"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.
- L. **"Registration Page"** means the first page of this Addendum.
- M. **"Selling Store"** means the automotive dealership described on the Registration Page that acted as the initial retail seller of the Finance Agreement, sold the Vehicle, and sold this Addendum to the Purchaser.
- N. **"Settlement Date"** means the date the Primary Insurer issued the settlement check due to the Total Loss of the Vehicle.
- O. **"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 thirty (30) days from the date of the original police theft report.
- P. **"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 finance charges, late charges, missed or late payments (missed or late payments are defined as any payment described by the Finance Agreement which remains unpaid after the fifteenth (15th) day after the due date in the Finance Agreement, and which has not been paid as of the Date of Loss), uncollected service charges, refundable prepaid taxes and 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 and other cancelable items.
- Q. **"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).
- R. **"Waiver Benefit"** means the amount waived by the 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 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, Administrator will issue a refund to Purchaser, 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 Assignee after the Date of Loss shall not void Purchaser's right to a Waiver Benefit under this Addendum.

3. TERMS AND CONDITIONS (CONTINUED)

- C. This Addendum terminates upon (i) refinancing the Vehicle's Finance Agreement or (ii) payment in full of the original Finance Agreement.
- D. Purchaser is responsible for maintaining collision and comprehensive insurance on the Vehicle.
- E. No coverage is provided under this Addendum for:
 - 1. The amount of Sales Tax and Title fee reimbursement owed by the Primary Insurer;
 - 2. Vehicles deemed a partial loss;
 - 3. Damage related to any personal property attached to or within the Vehicle.
- F. This Addendum shall be terminated if any material fact(s) have been concealed or misrepresented, or in the case of fraud.
- G. Coverage under this Addendum is not available for: (i) vehicles with salvage or junk title, (ii) a Vehicle that has a purchase date that is different than the purchase date of this Addendum, (iii) a Total Loss occurring prior to the Addendum Purchase Date, (iv) a Vehicle that was held as security under any wholesale, floor plan, field warehouse, or any type of financing made to a dealership, or (v) a vehicle that does not meet the Addendum's definition of a Vehicle. If a request for a Waiver Benefit is denied for any of these disclaimers, or any other reason or circumstance that should have been known at the time of sale and therefore rendered the vehicle ineligible for coverage, the Purchaser will receive a full refund of the Addendum Purchase Price.
- H. Complaints regarding this Addendum may be filed with the Texas Office of Consumer Credit Commissioner, 2601 N. Lamar Blvd., Austin, Texas 78705, 512-936-7600, 1-800-538-1579 (Consumer Helpline), or occc.texas.gov.
- I. Upon reasonable advance notice, Selling Store or Administrator may inspect the Vehicle.

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 Addendum Purchase Date; if the actions occurred after the original maturity date of the Finance Agreement; or 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.**
- I. **If the Selling Store fails to assign this Addendum to CIG.**

5. CLAIM PROCEDURES

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

- 1. **Visit www.safe-guardproducts.com; or**
- 2. **Call Administrator at 1-800-742-7896.**

To initiate a request for a Waiver Benefit, Customer must submit a written request for a Waiver Benefit or at least one (1) of the documents listed below to Administrator within ninety (90) days of the Settlement Date (or within ninety (90) days of the Date of Loss if there is no Primary Insurance on the Covered Vehicle or Primary Insurance settlement). Additionally, 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 or if there is no Primary Insurance settlement) before any Waiver Benefit can be processed; failure to do so will TERMINATE 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. **If applicable, 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. Reasonable costs for the appraisal will be deducted from the amount of any Waiver Benefit.
 - ii. **If applicable, 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 Certified Collateral Corporation (CCC), Mitchell, or other appraisal company used by the Primary Insurer (must include all options on the Vehicle and mileage on the Date of Loss, if available). Please note that if there is no Primary Insurance on the Vehicle on the Date of Loss, the Actual Cash Value will be determined using J.D. Power or, if not available, KBB, based on the best information available on the Vehicle's options, mileage and condition.
 - iii. If applicable, Primary Insurer's **Settlement Check** issued by the Insurance Company for the total loss of your vehicle.
- 2. Finance Agreement document(s) from the Assignee:
 - i. **Complete Payment History** (record of Finance Agreement payments from inception through Date of Loss).
 - ii. **Finance Agreement** (including term, APR, amount financed, payment amount, payment due date and any cancelable items purchased).
- 3. **Written cancellation quotes** for all cancelable items purchased (can be provided by the Selling Store).
- 4. Copy of **Police Report** from the Police Department, if there is no Primary Insurance covering the Vehicle on the Date of Loss and the Total Loss is due to the theft of the Vehicle.

Please make sure all documents are totally legible, otherwise the waiver benefit may be delayed until legible copies can be obtained. Purchaser will not be required to provide any additional documentation that is not explicitly listed above in order to substantiate the loss or determine the amount of debt to be canceled.

6. 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. The effective date of such cancellation is the date such written notice is received by Administrator or Selling Store. This Addendum may be cancelled for a full refund of the Addendum Selling Price within sixty (60) days of the Addendum Purchase Date provided that no Waiver Benefit has been or will be provided. If canceled after sixty (60) days, whether by the Purchaser or the Assignee, any refund will be calculated pro-rata based upon the time expired from the Addendum Purchase Date less a fifty (\$50) dollar cancellation fee. However, in the event a Waiver Benefit has been provided, this Addendum will be deemed as fully earned, and no refund will be due or credited to the Purchaser. In the event the Finance Agreement is terminated early, the Assignee will, within sixty (60) days of the termination of the Finance Agreement, refund or credit the appropriate amount of the Addendum Selling Price in accordance with the formulas above, or cause the refund to be issued by another appropriate party, according to the cancellation provisions of this Addendum. There is no obligation on the part of the Purchaser to request a refund after early termination of the Finance Agreement. Any refund due under this Addendum will be made payable to the Assignee unless Purchaser provides Administrator with written documentation from 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 Assignee. If the Addendum Selling Price was included in the financing of the Vehicle, any cancellation refund may be applied by the Assignee as a reduction of the overall amount owed under the Finance Agreement rather than applying the refund strictly to the Addendum Selling Price. Any refund owed to the Purchaser will be will be calculated as described above and based on the earlier of: (i) the prepayment of the Finance Agreement in full prior to the original maturity date, (ii) a demand by Assignee for payment in full of the Unpaid Net Balance or acceleration, (iii) a request from the Purchaser for cancellation of the Addendum or (iv) a total denial of Purchaser's request for a Waiver Benefit (excluding denials referencing a partial loss of the Vehicle). No written notice is required for refunds, for prepayment, acceleration, or total denial based on an exclusion.

7. TRANSFER

The Purchaser may transfer this Addendum if the Finance Agreement is assumed by another person with the written consent of the Assignee. This Addendum is not transferable to another vehicle or to another finance agreement.

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