



EXCESS WEAR & TEAR PROTECTION WAIVER

This Waiver ("Waiver") waives excess wear and tear charges subject to the terms and conditions herein, and is entered into between You ("You, Your or Consumer") and the Dealer, Lender or Lessor ("We, Us or Our") that executes this Waiver on the signatory line below or its assignee. This Waiver amends Your Finance Agreement ("Contract") and is a part thereof.

VEHICLE LESSEE/ PURCHASER	Consumer(s)			Waiver Number	
	Address			Telephone	
	City		State	Zip	
VEHICLE	Finance Contract Date		Odometer Reading at Finance Contract Date		Vehicle Identification Number (VIN)
	Year	Make	Model		
DEALER	Dealer Name			Dealer Number	Telephone
	Address				
	City		State	Zip	
LENDER/LESSOR	Lender or Lessor				Telephone
	Address				
	City		State	Zip	
AGREEMENT INFORMATION	M.S.R.P.	Finance Contract Term (in Months)			
	First Payment Due Date	Monthly Payment Amount	Scheduled Termination Date	Final Payment Amount	Charge to Consumer

Coverage:	<input type="checkbox"/> Standard (12ABS)	<input type="checkbox"/> Open Term (12ABP)	(You may select only one coverage)	EW
Deductible:	<input type="checkbox"/> \$0	<input type="checkbox"/> \$100	<input type="checkbox"/> \$250	
Maximum Single Event Limit:	<input type="checkbox"/> \$500 (EW5)	<input type="checkbox"/> \$1,000 (EW10)		

Certified Pre-Owned Vehicle <i>(Check Box if applicable)</i>	<input type="checkbox"/>	<i>Vehicle must have less than twenty thousand (20,000) miles on the odometer, and be no older than current or prior two (2) model years. Proof of certification by manufacturer must be provided to Administrator at time of purchase of this Waiver. The Certified Pre-Owned Vehicle Coverage is not available in Florida and Washington.</i>	EWC5 EWC10
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EXCESS WEAR & TEAR PROTECTION COVERAGE – Coverage is available on leases and residual based finance agreements which include an excess wear and tear provision. In consideration of the additional charge shown above, and subject to the terms and conditions set forth herein, **We** agree to amend the provisions of **Your Contract** in accordance with the coverage **You** select.

Under **STANDARD** or **OPEN TERM COVERAGE**, **We** will waive or reimburse **You** for charges defined as Excess Wear and Tear in **Your Contract** that exist at the time **You** turn in **Your** vehicle up to a maximum of five thousand dollars (\$5,000). **You** agree to pay any deductible shown above. If **STANDARD COVERAGE** is selected, **You** must turn in **Your** vehicle within ninety (90) days of the original Scheduled Termination Date. If **OPEN TERM COVERAGE** is selected, **You** must turn in **Your** vehicle anytime prior to or within one (1) year after the original Scheduled Termination Date. **WE WILL NOT PROVIDE ANY EXCESS WEAR AND TEAR COVERAGE IF YOU DO NOT TURN IN YOUR VEHICLE IN ACCORDANCE WITH THE TIME PERIOD FOR THE COVERAGE YOU SELECT.**

By signing below, **You** acknowledge that **You** have elected to amend **Your Contract**, and that **You** have read and understood all of the terms of this **Waiver**, including the conditions, limitations and exclusions printed on the reverse side. **YOU UNDERSTAND THAT THE PURCHASE OF THIS WAIVER IS NOT REQUIRED TO OBTAIN CREDIT.** Coverage will not be provided unless **You** sign below and pay the charge shown above.

Consumer's Signature
Date
Dealer/Lender/Lessor Signature
(Circle appropriate entity title)

Administered by: AAGI, Inc., P.O. Box 925, Arlington Heights, IL 60006-0925, 1-888-442-2886

We will waive or, at **Our** option, reimburse **You** for charges as set forth in the coverage **You** selected on the reverse side of this **Waiver**, provided:

1. **You** have made all payments as scheduled under the **Contract**.
2. **Your Contract** has not been terminated more than ninety (90) days prior to nor more than ninety (90) days after the original Scheduled Termination Date, unless **You** selected Open Term Coverage. If Open Term Coverage is selected, **Your Contract** has not been terminated more than one (1) year after the original Scheduled Termination Date. If the Standard or Open Term Coverage Box is not checked, then **Your** Coverage will be Standard Coverage with a two hundred and fifty dollar (\$250) deductible. If Coverage is selected but no deductible box is checked, **Your** deductible is two hundred and fifty dollars (\$250).
3. **You** have returned the vehicle to **Us** or **Our** agent as instructed.
4. **Your** vehicle's odometer does not in any way misrepresent **Your** vehicle's actual mileage.
5. **Your** vehicle was not used to generate income, including but not limited to being used for rental, hire to the public, taxi, limo, shuttle, delivery, hauling, plowing, landscaping, construction, towing, logging, farm operations or emergency purposes.
6. **You** have maintained and kept **Your** vehicle in good condition as required by the **Contract**.
7. **You** have complied with all the terms and conditions of the **Contract**.
8. **You** have complied with the claim procedures as shown in the Section "HOW TO SUBMIT A CLAIM."
9. **Your** vehicle meets all of the following eligibility requirements: **Your** vehicle's M.S.R.P. is one hundred fifty thousand dollars (\$150,000) or less; **Your Contract** Term is no greater than seventy-two (72) months; and **Your** vehicle is not an excluded make and model. If any of the eligibility requirements are not met, then **Your** vehicle is not eligible for coverage and this **Waiver** is void.
10. **Your** vehicle has less than ten thousand (10,000) miles on the odometer at the inception of the **Contract** unless **Your** vehicle qualifies as Certified Pre-Owned.
11. If the Certified Pre-Owned Vehicle box is checked, **Your** Certified Pre-Owned Vehicle is a make and model that is eligible for coverage, has less than twenty thousand (20,000) miles on the odometer at the inception of the **Contract**, is not older than the current or prior two (2) model years, and proof of manufacturer's certification is provided to the Administrator at time of purchase of this **Waiver**. If the preceding qualifications for a Certified Pre-Owned Vehicle are not met, then this **Waiver** is void. **The Certified Pre-Owned Vehicle coverage is not available in Florida and Washington.**
12. **You** sign the Vehicle Condition Report upon return of the vehicle.
13. **You** do not exercise the purchase option under the **Contract**.
14. **You** purchased this **Waiver** on the same date that **You** executed the **Contract**.

CANCELLATION — If **You** request cancellation within the first sixty (60) days from the effective date of the **Contract**, a refund of the entire amount paid will be made. After the first sixty (60) days, a refund of the unearned fee will be determined by the pro-rata method, based upon the number of months of the **Contract** term expired at the time of cancellation less a twenty-five dollar (\$25) cancellation fee. Both **You** and **Us** will be listed on any refund. If **You** are in default on the **Contract** or the vehicle is repossessed or becomes a total loss, **We** are authorized to initiate cancellation and credit the refund to **Your** account. **We** may cancel this **Waiver** if **You** do not pay the **Waiver** price.

ASSIGNMENT — **We**, and any assignee, shall have the right to assign our right(s), title and finance charges in the **Contract** at any time. Assignment of the **Contract** by **Us** or an assignee shall not in any way affect the terms and conditions of this **Waiver**. This **Waiver** remains a part of the **Contract** upon the assignment, sale, or transfer of the **Contract** to an assignee by **Us** or an assignee.

TRANSFER — This **Waiver** is not transferable unless the original **Contract** is also transferred and there is no change to the underlying terms or conditions of the **Contract**. Written documentation from **Us** confirming that **We** have authorized the transfer of the **Contract** must be received by **Our Administrator** prior to transfer of this **Waiver**.

EXCLUSIONS — This **Waiver** does **NOT** waive any of **Your** obligations under the **Contract** to pay and **We** will not waive or reimburse for:

1. Repairs done prior to lease or **Contract** termination.
2. Repairs of any damage that would be covered by a service agreement, warranty, manufacturer's or repairer's guarantee, or by a Standard Automobile Policy, including the deductible amount, whether or not there is a policy in-force, unless repair of damage from any single event results in a cost to repair of less than the Maximum Single Event Limit **You** selected on the reverse side of this **Waiver**. If no Maximum Single Event Limit box is checked on the reverse side, then the Maximum Single Event Limit is five hundred dollars (\$500). If a single event causes more in charges than the applicable Maximum Single Event Limit, no portion of the excess wear & tear charges will be waived on the parts damaged by the single event. A Standard Automobile Policy means a standard form of automobile insurance policy that provides at least the following: comprehensive coverage (which includes fire, theft, flood, windstorm, and hail) and collision coverage.
3. Any excess wear & tear present on **Your** vehicle prior to **Your Contract** date, or occurring after **You** turn in **Your** vehicle.
4. Charge(s) for damage or repair due to alterations, improper repairs, or modifications including, but not limited to: replacement parts that do not meet the manufacturer's specifications; mismatched parts to a set; add-on parts; poor or incomplete body work, body filler, mismatched paint; damage to the vehicle's frame or alignment; or damage arising prior to the start of the **Contract**.
5. Charge(s) due to missing parts valued greater than one hundred dollars (\$100) each.
6. Charge(s) due to improper replacement of parts.
7. Charge(s) due to damage to any part, equipment or accessory added to the vehicle after delivery of the vehicle to **You**.
8. Charge(s) due to the presence of or the cost to remove signs, lettering, bumper stickers, or other adhesive items, including any subsequent repairs resulting from their removal.
9. Charge(s) resulting from mechanical or electrical breakdown, except for the following parts and/or surfaces: head lamps, tail lamps, sealed beams, lenses, light bulbs, factory or dealer installed audio equipment and systems, convertible tops, mirrors, door handles, and antennae.
10. Charge(s) resulting from **Your** wrongful or intentional act(s); charge(s) if **Your** vehicle is a total loss; charge(s) if **Your** vehicle is repossessed or due to repossession; charge(s) occurring because **You** failed to fulfill **Your Contract** obligations; charge(s) resulting from use of the vehicle for racing or commercial purposes; charge(s) due to war, terrorism or riot.
11. Any excess mileage charge(s).
12. Charge(s) not set forth on the lender/lessor's itemized inspection statement detailing the excess wear and tear charge(s).

HOW TO SUBMIT A CLAIM — Prior to scheduled **Contract** termination, please access the website www.ewtadmin.com for step by step instructions on how to file a claim. If **You** are not able to use this website, contact **Our** Claims Administrator, P.O. Box 338, Palatine, IL 60078-0338, 1-866-910-5547. **You** must supply **Our** Claims Administrator with the following: the Vehicle Inspection/Condition Report; the lender/lessor's itemized statement detailing the charge(s); a copy of **Your Excess Wear & Tear Protection Waiver**; a copy of **Your Finance Contract**; proof of the date that **Your** vehicle was returned to the lender/lessor; and such other documentation regarding the excess wear & tear charges which may be requested. **Our** Claims Administrator reserves the right to conduct its own inspection of the vehicle or require photographs of the excess wear which is the subject of **Your** claim. The terms of this **Waiver** are in addition to any other **Contract** requirements and do not supercede other terms and conditions of the **Contract**. Lender has obtained insurance to indemnify it for waived excess wear and tear charges from American Bankers Insurance Company of Florida, except that in Minnesota the insurance is provided by American Reliable Insurance Company, all located at 1222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694.

Program Administrator: AAGI, Inc., P.O. Box 925, Arlington Heights, IL 60006-0925, 1-888-442-2886