## REQUIREMENT TO MAINTAIN PHYSICAL DAMAGE INSURANCE

Your installment sale agreement requires that you obtain and provide evidence of physical damage insurance naming Creative Finance, Inc. ("CREDITOR", "us" or "our") as loss payee (the "required insurance") and that the required insurance must be in force during the entire term of your installment sale agreement. You may obtain required insurance from any licensed insurance agent and/or authorized insurance company of your choice. Failure to obtain the required insurance on your own or to keep it in force consistent with the above constitutes a default under the retail installment agreement, which gives CREDITOR the right to reposses your vehicle or to purchase our own insurance to protect our interest and to charge all costs of that insurance to you.

If you do not provide evidence of required insurance, CREDITOR may, but is under no obligation to, satisfy the insurance requirement of the retail installment contract by insuring CREDITOR's interest in your vehicle under our Creditor Placed Insurance (CPI) policy. You are responsible for paying the CREDITOR's cost of this coverage. Other important terms and conditions of our CPI policy include the following:

- 1. CREDITOR is the Insured. Our CPI policy provides single interest coverage to us and does not directly protect your interest in the same way as your own insurance would. Claim payments made under our CPI policy will be made to CREDITOR and will be credited to your retail installment contract balance or used to repair your vehicle at CREDITOR's sole discretion. In the event of a covered loss, our CPI policy will pay the lesser of (1) the cost to repair or replace your auto, (2) the actual cash value of your auto, or (3) the Outstanding Net Balance of your retail installment contract on the date of loss. The Outstanding Net Balance means the outstanding contract balance less the following: payments more than 90 days past due; unearned insurance, finance and other charges appropriate for the retail installment contract; and charges and penalties added after the effective date of our CPI policy coverage. The salvage value of the covered auto at the time of loss is deducted from any payment made under our CPI policy. Also, a deductible (as shown below) applies to each loss. The Insured auto is described below. In the event of a loss, notify CREDITOR. CPI coverage may be cancelled at any time by the CREDITOR for nonpayment of CPI premium. Additionally, payments made to the CREDITOR are first applied to any outstanding amount owed on the installment sales agreement, then to the CPI premium.
- 2. The premium for this coverage may be more expensive than the required insurance you could purchase from another source.
- 3. Licensed insurance agents may receive compensation from part of the premium.
- 4. You may cancel coverage under our CPI policy at any time by purchasing your own required insurance from an agent of your choice and providing us evidence of required insurance. The unearned portion of the premium, if any, will be credited to your retail installment contract balance.
- 5. The CPI policy does not provide any liability or property damage liability insurance. You must obtain this coverage on your own. It also does not provide any uninsured or underinsured motorist coverages.
- 6. Coverage will be placed thirty (30) days after the date of your retail installment contract and will be retroactive to the effective date of the retail installment contract. However, if you provide evidence that you have obtained required insurance on your own, this coverage will be cancelled as of the date the other insurance was effective and your retail installment contract balance will be credited for the refund of the unearned portion of the CPI premium.

Our CPI policy is designed to fulfill the insurance requirement of the retail installment contract and protect only CREDITOR's interest in the vehicle securing the retail installment contract.

By initialing below, I agree:

\_\_\_\_\_ That I have obtained required insurance through an insurance agent and/or insurance company of my own choosing and will provide evidence of that insurance before taking possession of my auto. In the event that such coverage cancels, expires, or non-renews at any time and I fail to replace such coverage, I understand the CREDITOR, at their sole discretion, may add my vehicle to their CPI policy to protect their interest, and that I will be responsible for paying the premium costs to the CREDITOR as documented below; OR

\_\_\_\_\_ That I have not obtained required insurance on my own and am in default of my retail installment contract. I understand the CREDITOR may, but is under no obligation to, insure its own interest in my vehicle under their CPI policy and that I will be responsible to pay the cost to CREDITOR of such insurance as documented below. I understand that I may purchase my own required insurance at any time and coverage under the CPI policy will be cancelled, and that if I do so, I will be given a refund of any unearned CPI premiums I paid to the CREDITOR for the CPI coverage. I understand that this limited physical damage insurance coverage does not include liability coverage and that I have or will obtain liability insurance from and agent or company of my choice.

In the event of a loss or damage to the vehicle, I must notify CREDITOR. Except at my own risk and expense, I will not repair or authorize repair of the vehicle prior to CREDITOR's representative inspecting and appraising the vehicle. All repairs will be done by or through CREDITOR with no exceptions.

#### Collateral:

| Year | Make and Model | VIN |
|------|----------------|-----|
|      |                |     |

#### Retail Installment Contract:

| Number | Contract Effective Date | Amount Financed |
|--------|-------------------------|-----------------|
|        |                         | \$              |

 CPI Cost:
 \$ Per coverage period

 Coverage Period:
 Upon becoming effective, automatically renews for the term of the retail installment contract unless cancelled

 Deductible:
 \$

I have read and understood this document and acknowledge receipt of a completed copy of this form. I agree that any refund of unearned premium shall be credited to the unpaid balance of retail installment contract.

| Borrower (Buyer)     | (PRINTED) | Date |                  |             |
|----------------------|-----------|------|------------------|-------------|
| Street Address or P. | O. Box    |      | Borrower (Buyer) | (SIGNATURE) |
| City                 | State     | Zip  |                  |             |
| Co-Signer Name       | (PRINTED) | Date | Co-Signer        | (SIGNATURE) |

COMPANIES 6131 Falls of Neuse Road Suite 306 Raleigh, NC 27609 1-800-780-7454

FALLS LAKE INSURANCE

# Collateral Physical Damage Borrower's Certificate of Insurance

**Certificate Number** 

For questions about this coverage, please contact the Insured Creditor listed below or the Program Administrator  $\rightarrow$ 

Program Administrator:

American Risk Services 1130 Congress Ave Cincinnati, OH 45242 855-277-4274

**WARNING:** THIS COVERAGE DOES NOT PROVIDE BODILY INJURY OR PROPERTY DAMAGE LIABILITY INSURANCE AND DOES NOT COMPLY WITH ANY FINANCIAL RESPONSIBILITY LAW OR ANY OTHER LAW MANDATING MOTOR VEHICLE INSURANCE COVERAGE

#### Item 1. BORROWER AND INSURED CREDITOR ADDRESS

| BORROWER Name, Address, and Phone Number | INSURED CREDITOR Name, Address, and Phone Number |
|--|--|
|  | Creative Finance, Inc.                           |
|  | P.O. Box 454                                     |
|  | Wisconsin, Dells, WI 53965                       |
|  | (608) 254-6855                                   |

#### Item 2. COVERAGE PERIOD

| From Effective Date |     |    | To Expiration Date   |   |                          | Term In                                       |             |
|---------------------|-----|----|--|---|--------------------------|---|-------------|
| MONTH               | DAY | YR | MONTH  | DAY   | YR                       | Months  | Loan Number |
|                     |     |    | Based upon<br>period of th<br>installment<br>renewing a<br>payment pe<br>period unti | ne retail<br>contract<br>utomatic<br>eriod to p | ,<br>ally from<br>ayment | Equal to<br>Contract Term<br>unless cancelled |             |

At 12:01 A.M. Standard Time at the address of the Insured Creditor stated herein.

#### Item 3. COVERAGE PROVIDED

The Insurance afforded hereunder is only with respect to such, and to as many coverages as are indicated below:

| COVERAGE        | Limit of Liability | P             | remium              |
|-----------------|--------------------|---------------|---------------------|
| PHYSICAL DAMAGE | \$                 | \$            | per coverage period |
| OTHER:          | \$                 | \$            |                     |
|                 |                    | Policy Fee \$ |                     |
| DEDUCTIBLE:     |                    | Total \$      | per coverage period |

#### Item 4. DESCRIPTION OF INSURED COLLATERAL

| YEAR | MAKE AND MODEL NAME | <b>IDENTIFICATION NUMBER</b> | OTHER I.D. |
|------|---------------------|------------------------------|------------|
|      |                     |                              |            |

NOTE: THIS COVERAGE PROVIDES PHYSICAL DAMAGE AND OTHER COVERAGES INDICATED ABOVE THAT PROTECT ONLY THE INTEREST OF THE INSURED CREDITOR. IT DOES NOT PROTECT THE INTEREST OF THE BORROWER.

Date Issued:

Authorized Representative:

FALLS LAKE INSURANCE COMPANIES 6131 Falls of Neuse Road Suite 306 Raleigh, NC 27609 1-800-780-7454

## Collateral Physical Damage Borrower's Coverage Disclosure

This is a condensed version of the policy issued to the **Lender**. It DOES NOT include all of the limitations and terms of the policy or the terms of any endorsements attached thereto. **You** can view the policy at the **Lender's** address shown on the attached **Certificate of Insurance**.

#### SECTION I. INSURING AGREEMENT

In return for the payment of premium specified in **Item 3.** on **your Certificate of Insurance**, and subject to all of the terms and conditions in this disclosure, **we** agree with **you** as follows.

#### SECTION II. DEFINITIONS

The following words and phrases have special meaning throughout this policy and are printed in **Bold-Faced Type** when used.

- A. "You", "your" and "yours" mean the insured borrower identified in Item 1. of the Certificate of Insurance.
- B. "Company", "we", "us" and "our" mean Ohio Indemnity Company.
- C. "Insured Creditor" and "Lender" mean the lender, lessor or lien holder shown in Item 1. of the Certificate of Insurance.
- D. "Certificate of Insurance" means an individual memorandum of insurance issued on a credit agreement providing specific coverage on encumbered collateral protecting the Lender's interest.
- E. "Collateral" means the item(s) identified in the credit agreement to secure debt.
- F. "Loss" means a direct, sudden or accidental damage to or theft of the collateral.
- **G.** "Date of Loss" means the date on which the loss occurred. Or in the event of a theft, vandalism or malicious mischief claim, the date evidenced by a police report filed by you. If the loss occurrence date cannot be determined, the date of loss will be the date the Lender was notified of the loss.
- H. "Outstanding Balance" means the amount due to the Lender, under a credit agreement, as of the date of loss as represented by your debt less the following:
  - 1. Unearned interest or carrying charges.
  - 2. Unearned insurance premiums, warranties and service agreements.
  - 3. Loan payments that are past due longer than the **delinquency limit** specified in the DECLARATIONS.
  - 4. Collection expenses, late charges and other advances added after the Effective Date of the current **Certificate of Insurance**.
- I. "Credit Agreement" means the written document(s) that set forth the terms of the credit transaction. It will evidence, create or reserve a valid and enforceable lien or interest in the collateral specifically identified as eligible in the DECLARATIONS. The Certificate of Insurance may not be in force for a term longer than specified as the "Maximum Certificate Term" in the DECLARATIONS.
- J. "Credit Transaction" means any transaction the terms of which require payment of money that is to be made on one or more future dates, where such obligation is secured by **collateral**.
- K. "Cancel", "Cancelled" and Cancellation" mean the termination of all coverage under this Certificate of Insurance.
- L. "Impaired" and "Impairment" mean that a covered loss has occurred and the value of the collateral, because of loss, is reduced to an amount less than the outstanding balance on the date of loss.
- **M.** "**Repossess**", "**Repossessed**" and "**Repossession**" mean the acquisition of physical possession of the **collateral** by the **Lender** or on the **Lender's** behalf through lawful exercise of a legal right to such possession.
- N. "Actual Cash Value", "ACV" means the retail value of the collateral on the date of loss, as listed in the National Automobile Dealers Association (N.A.D.A.) guide or other published price guide in effect on the date of loss. If the collateral is not listed, ACV means the cost of repairing or replacing the collateral with like kind and quality reflecting appropriate depreciation and deterioration cost.

- **O.** "Delinquency Limit" means the number of days indicated in the DECLARATIONS and represents the maximum number of days after the date a loan payment is due for which a loan payment may be included in the **Outstanding Balance** for coverage under this Policy.
- P. "Maximum Credit Agreement Balance" means the amount specified in the DECLARATIONS and is the maximum amount that can be financed under a Credit Agreement eligible for coverage under the Lender's Policy.
- **Q.** "Minimum Credit Agreement Balance" means the amount specified in the DECLARATIONS and is the minimum amount that can be financed under a Credit Agreement eligible for coverage under the Lender's Policy.
- **R.** "Maximum Credit Agreement Term" means the maximum number of months in a Credit Agreement term eligible for coverage under the Lender's Policy.
- S. "Loss Reporting Period" means the number of days in which the Lender must report the loss to us after the collateral has been repossessed or the Lender was notified of a loss.
- T. "Skip" means the Lender is unable to locate you or the collateral. A skip is not deemed to have occurred unless the Lender has attempted all legal avenues possible for the recovery of the collateral.
- U. "Confiscate", "Confiscated" and "Confiscation" mean transfer in ownership of the collateral by a duly constituted governmental authority that prevents the Lender from exercising their legal rights to recovery of the collateral. A confiscation is not deemed to have occurred unless the Lender has attempted all legal avenues possible for the recovery of the collateral.
- V. "Conversion" means you sell, trade, or dispose of the collateral without the Lender's consent.
- W. "Embezzlement" means the change in ownership of the collateral due to theft or other unlawful means by the Lender or you. Embezzlement is not deemed to have occurred unless the Lender has attempted all legal avenues possible for the recovery of the collateral.
- X. "Secretion" means you hide or make the collateral unavailable for the Lender to legally exercise their rights of repossession. A secretion is not deemed to have occurred unless the Lender has attempted all legal avenues possible for the recovery of the collateral.
- Y. "Maximum Certificate Term" means the maximum number of months of coverage provided under a Certificate of Insurance.
- **Z.** "DECLARATIONS" refers to the policy Declarations page issued to the **Insured Lender** that lists the specific limits, coverages, rates, and other identifying information applicable to the policy.

## SECTION III. COVERAGE PROVIDED

We provide coverage for loss to the collateral except as excluded herein.

## SECTION IV. EXCLUSIONS

We do not provide coverage for any of the following.

- A. Consequential or indirect loss, loss of use, substitute transportation, towing, storage, mechanic's lien or **repossession** expenses of any nature.
- **B.** Any **loss** resulting from wear and tear, freezing or mechanical or electrical breakdown.
- C. Loss to tires in the event of blowouts, punctures or other road damage to tires unless caused by other loss covered by this policy.
- **D.** Loss caused by declared or undeclared war, insurrection or any of their consequences.
- E. Loss caused by the explosion of a nuclear weapon or its consequences.
- F. Loss caused by any nuclear reaction, nuclear radiation or radioactive contamination.
- G. Loss while the collateral is used in illegal activities.
- **H.** Loss to collateral subject to credit agreements of a wholesale, fleet or floor plan nature. A fleet means two or more vehicles financed under a business name.
- I. Loss to equipment designed for the recording, reproduction, receiving or transmitting of sound or signals unless it is permanently installed in the **collateral** at the effective date of the **credit agreement**.
- J. Loss to standard, additional or optional equipment available from the manufacturer unless it is attached to and forming part of the **collateral** at the effective date of the **credit agreement**.
- K. Loss to batteries, battery containers or secondary fuel containers when the collateral is a watercraft.
- L. Loss due to conversion, skip, secretion or embezzlement.
- M. Loss which occurs prior to the Effective Date of this policy or Certificate of Insurance or when the Certificate of Insurance is not in force as of the date of loss.

- N. Loss when our insurance has been waived by the Lender or its authorized personnel.
- **O.** Loss to collateral that is used in any race or speed contest.
- P. Loss if the collateral described in the credit agreement is assigned, transferred or leased to another person or organization by you.
- Q. Loss or damage resulting from infidelity or from any dishonest, fraudulent or criminal act by any person in the Lender's employ; or of an organization owned, operated or controlled by the Lender. This also applies to any dealer from whom the Lender acquires the credit agreement or an officer or employee of such dealer; or anyone acting in any capacity as an agent for the Lender in obtaining the credit agreement.
- **R.** Loss arising from
  - 1. A defect in title which existed at the time the **credit agreement** was written or became effective; or
  - 2. A lien or encumbrance filed with the proper public authority which establishes an interest lawfully superior to the **Lender's**.
- **S.** Loss resulting from any repairing, remodeling or restoration process. Or, for loss from structural, mechanical or electrical breakdown or failure. In the event that fire or other accident ensues, we will cover only the loss or damage caused by such ensuing fire or accident.
- **T.** Loss due to confiscation of the collateral by the police, law enforcement officers or any public authority.
- U. Loss resulting from forgery, use of an alias or that is intentionally caused by you.
- V. Loss while the collateral is in the possession or control of the Lender, their employees or their representatives.
- W. Loss or damage resulting from the Lender's failure to attempt to repossess the collateral within a reasonable time after the credit agreement becomes delinquent.
- X. Loss to collateral that is intended for hire or use as a public or livery conveyance.
- Y. For expenses of or loss caused by, intended or expected by the Lender or any person in their employ; or of an organization owned, operated or controlled by the Lender. This also applies to any dealer from whom the Lender acquires the credit agreement or an officer or employee of such dealer; or anyone acting in any capacity as an agent for the Lender in obtaining the credit agreement.

#### SECTION V. CONDITIONS

#### A. WHEN AND WHERE THIS POLICY APPLIES

We cover any loss which occurs:

- 1. During the coverage period specified in **Item 2.** on the **Certificate of Insurance**, unless terminated earlier in accordance with the terms and conditions of this disclosure.
- 2. While the **collateral** is in the United States of America, its territories, possessions, Puerto Rico or Canada, or while the **collateral** is being transported between any of these places.

## B. LIMITATION OF TRANSFER OR RENEWABILITY

- 1. Coverage provided under a **Certificate of Insurance** is not transferable to any other **collateral**.
- 2. The **Certificate of Insurance** is not renewable:
  - (a) Beyond the term of the credit agreement to which this coverage is attached.
  - (b) Beyond the time the Lender ceases to have an insurable interest in the collateral.

#### C. CONDITIONS PRECEDENT TO LIABILITY

There will be no attachment of liability on **our** part unless all of the following are met:

- 1. The **Lender** has an interest in the **collateral** by virtue of a legally enforceable **credit agreement** as evidenced by a perfected lien.
- 2. A police report was filed if loss was caused by theft, vandalism or malicious mischief.
- 3. A Certificate of Insurance was issued covering the collateral with an effective date prior to the date of loss.
- We have been notified of the loss within a reasonable length of time not to exceed the number of days shown under Loss Reporting Period in the DECLARATIONS after the date the Lender was notified of loss to the collateral.

5. The **outstanding balance** on the **credit agreement** inception date is less than or equal to the **Maximum Credit Agreement Balance** and is greater than or equal to the **Minimum Credit Agreement Balance** stated in the DECLARATIONS.

## D. LIMIT OF LIABILITY-SETTLEMENT OPTIONS

- 1. **Our** liability shall not exceed, after deduction of any compensation for the **loss** paid by a third party and less the deductible appearing on the **Certificate of Insurance**, the lesser of the following amounts:
  - (a) The cost of repairing the damaged or stolen **collateral** with like kind and quality.
  - (b) The limit of liability as stated in the Certificate of Insurance, less salvage value.
  - (c) The amount of **impairment** of the **Lender's** interest. This is measured by the **outstanding balance** as of the **date of loss**, less all payments that are past due more than the number of days specified as the **Delinquency Limit** in the DECLARATIONS, less salvage value.
  - (d) The Actual Cash Value of the damaged or stolen collateral less salvage value. Actual Cash Value will only be applied if specified as a settlement option in the Lender's policy or by Endorsement.
- At our option we may pay for the loss in money; or, may repair or replace the damaged or stolen collateral. We may take all or part of the collateral at the agreed or appraised value. However, the collateral may not be abandoned to us.
- 3. If there is damage to the **collateral** caused by more than one **loss**, each **loss** shall be adjusted separately and any applicable deductible amount shall be applied separately to each **loss**.
- 4. If there are two or more items of **collateral**, **we** will not pay more than a proportionate part of the **outstanding balance** that each item represents.
- 5. The payment of a **loss** under one coverage part shall reduce the amount recoverable under any other coverage part.

#### E. OUR RIGHT TO RECOVER FROM OTHERS

If we make any payment for **loss** under this Policy, we are entitled to recover what we paid from other legally responsible parties. You must transfer to **us your** right to recovery against any other party. You must do everything necessary to secure these rights. You must do nothing that will harm them. We shall not exercise **our** right of recovery against **you** in respect to any **loss** paid under this policy provided such **loss** did not originate through **your** willful action, knowledge or intent. If **you** effect separate settlement and release any person or organization responsible for **loss**, we shall have the right to claim against **you** up to the amount paid by **us**.

#### F. OTHER INSURANCE

If at the time of **loss** other insurance exists for the benefit of **you** or the **Lender**, **our** insurance shall not apply and shall not contribute to the payment of any **loss**; whether or not such other insurance is collectible. There shall be no duplication of benefits or stacking of coverages. Benefits provided by other insurance shall not be considered cumulative or operate to increase the limits of coverage as stated under Condition **D**. **LIMIT OF LIABILITY-SETTLEMENT OPTIONS**.

#### G. EXTENSION OF MATURITY

- If the Lender grants an extension of maturity before the Effective Date of the borrower's Certificate of Insurance, that written extension agreement becomes the credit agreement upon which the outstanding balance due by the borrower will be computed.
- If the Lender grants an extension of maturity after the Effective Date of that borrower's Certificate of Insurance, the amount extended will be considered as a delinquent payment if paid later than the number of days specified as the delinquency limit in the DECLARATIONS.

#### H. NO BENEFIT TO BAILEE

We shall not recognize any assignment nor grant any coverage for the benefit of any person or organization holding, storing or transporting **collateral** for a fee.

#### I. BANKRUPTCY

Bankruptcy or insolvency of **you** or the **Lender** shall not relieve **us** of any obligations under this policy.

#### J. CONCEALMENT, FRAUD, OR MISREPRESENTATION

**We** do not provide coverage for anyone who has intentionally, either before or after a **loss**, concealed or misrepresented any material fact or circumstance relating to this insurance.

#### K. TERMS OF POLICY CONFORM TO STATUTE

Any terms of this Disclosure which are in conflict with the statutes of the state where the policy is issued are hereby changed to conform to the minimum requirements of the statutes.

#### L. CANCELLATION

An individual **Certificate of Insurance** will be **cancelled** as follows:

- 1. By the **Lender** submitting to **us** the **Certificate of Insurance** along with any documentation required by **us** in the event of any of the following:
  - (a) Other specific physical damage insurance secured by **you** showing the **Lender** as **loss** payee, with documentation of such other coverage.
  - (b) Payment in full of the credit extended on the **credit agreement** which established the interest of the **Lender** in the **collateral**.
  - (c) **Repossession** of the **collateral** by the **Lender** or its abandonment to the **Lender** by **you**.
  - (d) Payment for **loss** equal to the provisions in the policy Section V. **LIMIT OF LIABILITY-SETTLEMENT OPTIONS,** Paragraph **E**.1.(b) or (c).
- 2. By **us** submitting to the **Lender** and **you**, at the address shown in the DECLARATIONS, written notice at least thirty (30) days in advance of the future date **cancellation** is to become effective.
- 3. By the **Lender** submitting to their agent or **us** written notice at least thirty (30) days in advance of the future date **cancellation** is to become effective.

When a **Certificate of Insurance** is **cancelled** in accordance with this section, return premium will be calculated in accordance with policy provisions, less the policy fee shown in the **Certificate of Insurance**.

#### PROBLEMS OR INQUIRIES

If **you** have any questions, complaints or problems pertaining to this insurance, please contact the **Lender** or the administrator identified in the **Certificate of Insurance**. If **your** question or problem is not resolved by the **Lender** or administrator, please contact us directly at:

6131 Falls of Neuse Road Suite 306 Raleigh, NC 27609 1-800-780-7454 Creative Finance, Inc. P.O. Box 454 Wisconsin, Dells, WI 53965 (608) 254-6855

## RE: NOTICE OF PLACEMENT OF INSURANCE Collateral: Contract Number:

#### Dear

This notice will confirm that we have insured Creative Finance, Inc. 's collateral interest in your vehicle under our Creditor Placed Insurance policy, per the terms of your finance contract. When you purchased your vehicle you agreed to pay for our cost of insuring our interest in your vehicle unless you provided us with evidence of your own physical damage insurance, including a loss payable provision naming Creative Finance, Inc., during the first thirty days of your finance contract and as your policy renews. As you have elected not to provide your own insurance, we have added your auto to our Creditor Placed Insurance policy.

The coverage provided by our Creditor Placed Insurance is not the same as insurance you may obtain on your own. Our Creditor Placed Insurance will pay claims made by us as the creditor and it protects you only indirectly, to the extent that claim payments to us will be credited to your finance contract balance or used at our discretion in the repair of the vehicle. Creditor Placed Insurance will pay claims to us for physical damage to your vehicle, at a minimum, the least of the following, determined as of the date of loss: (a) the cost to repair the vehicle less any applicable deductible; (b) the actual cash value of the vehicle, less any applicable deductible; (c) the outstanding finance contract balance, less any applicable deductible. Creditor Placed Insurance will not protect any equity interest you may have in the vehicle. It does not include liability, no-fault or medical expense coverage and will not satisfy any mandatory liability insurance law or financial responsibility law of this or any other state.

Please remember that you are responsible for the cost of Creditor Placed Insurance placed on your vehicle, and it may be more expensive than insurance you can obtain on your own. You may still obtain your own physical damage insurance at any time. If you provide us with evidence of that you have obtained adequate coverage and named Creative Finance Inc. as a loss payee in the policy, we will cancel our Creditor Placed Insurance on your vehicle as of the date your other coverage was in effect and credit your balance for the unearned premiums received by us. Please see the instructions on the following page if you have obtained other insurance and wish to cancel the Creditor Placed Insurance coverage. Until we receive evidence of your other coverage, Creditor Placed Insurance will remain inforce and automatically renew for the remaining term of your finance contract unless otherwise canceled. The premium due for this insurance is shown on Collateral Physical Damage Borrower's Certificate of Insurance that is included with this mailing. The premium payments are due concurrently with your loan payments. First Creditor Placed Insurance Payment Due Date : Grace Period for Late Creditor Placed Insurance Payments : 30 Days

If you have any questions, please contact us by mail at the address shown above, or by calling (608) 254-6855.

## CUSTOMER'S RIGHT TO SUBSTITUTE PROPERTY INSURANCE

You may cancel the Creditor Placed Insurance which was purchased by Creative Finance Inc., P.O. Box 454, Wisconsin Dells, WI 53965, to insure the collateral securing your loan. To cancel, you must mail or deliver a written notice to us, together with he original Creditor Placed Insurance certificate and a copy of a policy or endorsement for substitute insurance from another insurance company that provides substantially the same coverage and that names Creative Finance Inc. as a loss payee.

If you cancel this insurance, we will credit your loan balance in the amount of the unearned insurance premiums. If your substitute coverage was in effect since the loan effective date, you will receive a full refund of the Creditor Placed Insurance Premium. If your substitute coverage was effective after the loan effective date, the unearned premium will be computed as of the date the insurance was effective.

If you wish, you may use this page as your written cancellation notice by writing "I hereby cancel this insurance" and signing below. This page, the original Creditor Placed Insurance certificate, and a copy of the substitute policy or endorsement showing our company as loss payee must be sent or delivered to us. Keep a copy of this page for your records.

COLLATERAL: FINANCE CONTRACT NUMBER: FINANCE CONTRACT EFFECTIVE DATE:

Sincerely,

**Creative Finance Inc.** 

FALLS LAKE INSURANCE

COMPANIES 6131 Falls of Neuse Road Suite 306 Raleigh, NC 27609 1-800-780-7454

# Collateral Physical Damage Borrower's Certificate of Insurance

**Certificate Number** 

For questions about this coverage, please contact the Insured Creditor listed below or the Program Administrator  $\rightarrow$ 

Program Administrator:

American Risk Services 1130 Congress Ave Cincinnati, OH 45242 855-277-4274

#### **WARNING:** THIS COVERAGE DOES NOT PROVIDE BODILY INJURY OR PROPERTY DAMAGE LIABILITY INSURANCE AND DOES NOT COMPLY WITH ANY FINANCIAL RESPONSIBILITY LAW OR ANY OTHER LAW MANDATING MOTOR VEHICLE INSURANCE COVERAGE

## Item 1. BORROWER AND INSURED CREDITOR ADDRESS

| BORROWER Name, Address, and Phone Number | INSURED CREDITOR Name, Address, and Phone Number                                       |
|--|--|
|  | Creative Finance, Inc.<br>P.O. Box 454<br>Wisconsin, Dells, WI 53965<br>(608) 254-6855 |

#### Item 2. COVERAGE PERIOD

| From Effective Date |     |    | To Expiration Date   |   |                          | Term In                                       |             |
|---------------------|-----|----|--|---|--------------------------|---|-------------|
| MONTH               | DAY | YR | MONTH  | DAY   | YR                       | Months  | Loan Number |
|                     |     |    | Based upon<br>period of th<br>installment<br>renewing a<br>payment po<br>period unti | ne retail<br>contract<br>utomatic<br>eriod to p | ,<br>ally from<br>ayment | Equal to<br>Contract Term<br>unless cancelled |             |

At 12:01 A.M. Standard Time at the address of the Insured Creditor stated herein.

## Item 3. COVERAGE PROVIDED

The Insurance afforded hereunder is only with respect to such, and to as many coverages as are indicated below:

| COVERAGE        | Limit of Liability |              | Premium                |
|-----------------|--------------------|--------------|------------------------|
| PHYSICAL DAMAGE | \$                 |              | 5 per coverage period  |
| OTHER:          | \$                 | 9            | Б                      |
|                 |                    | Policy Fee S | 8                      |
| DEDUCTIBLE:     |                    | Total        | \$ per coverage period |

#### Item 4. DESCRIPTION OF INSURED COLLATERAL

| YEAR | MAKE AND MODEL NAME | <b>IDENTIFICATION NUMBER</b> | OTHER I.D. |
|------|---------------------|------------------------------|------------|
|      |                     |                              |            |
|      |                     |                              |            |

#### NOTE: THIS COVERAGE PROVIDES PHYSICAL DAMAGE AND OTHER COVERAGES INDICATED ABOVE THAT PROTECT ONLY THE INTEREST OF THE INSURED CREDITOR. IT DOES NOT PROTECT THE INTEREST OF THE BORROWER.

Date Issued:

Authorized Representative:



## Authorization for Automatic Electronic Funds Transfer

In this Authorization, "you" and "your" mean the Account Holder(s) who sign this Authorization. "We," "us," and "our" means Creative Finance Inc. or any assignee. By signing below, you authorize us to make electronic fund transfers in the form of ACH debit entries from your account identified below, and to electronically credit those amounts (when received by us) to the amounts due under your retail installment sales contract held by us. If necessary, you also authorize us to initiate transactions to correct any erroneous payment transaction.

## Type of Account (mark one): [] Checking Account [] Savings Account

| Bank Name:                      | Bank City/State: |
|---------------------------------|------------------|
| Routing Number:                 | Account Number:  |
| Name of Primary Account Holder: |                  |

## Payment Schedule:

| Recurring Payment of monthly) beginning on:              |          | per coverage period (Circle   | e one: weekly, b | iweekly, semi-monthly, |
|--|----------|---|------------------|------------------------|
| Additional payment of \$ _<br>Additional payment of \$ _ | on<br>on | <ul><li>Additional payment of \$</li><li>Additional payment of \$</li></ul> | on on            |                        |

If any payment due date falls on a weekend or holiday, the payment will be deducted on the next business day after the payment due date. You authorize us to initiate ACH debit entries to transfer funds from your account to collect a fee of \$15 if any payment is rejected by your bank because you do not have an account with bank, you do not have sufficient funds in your account or you do not have sufficient credit with the bank.

You understand and agree that this authorization will remain in effect until (i) your contract with us is paid in full or (ii) you cancel this authorization by calling us at 877-254-6855, or by submitting a new copy of this form to us. We must be notified of cancellation at least three (3) days prior to the payment due date. You may only sign up and cancel your authorization three (3) times during the term of your contract. You agree to notify us of any changes to your bank account information. You acknowledge that the origination of ACH transactions to your account must comply with the provisions of applicable law, including the Electronic Funds Transfer Act, and Regulation E, and the Rules of the National Automated Clearing House Association. Your rights and obligations with respect to your financial institution will be determined by your agreement with your financial Institution. You request the financial institution that holds the account to honor the debit entries that we initiate.

You acknowledge that you received a copy of this authorization when you signed it.

| X                          |        | X                          |        |
|----------------------------|--------|----------------------------|--------|
| Account Holder's Signature | (Date) | Account Holder's Signature | (Date) |
| х                          |        | х                          |        |
| Account Holder's Signature | (Date) | Account Holder's Signature | (Date) |

## Attach a Voided Check or Deposit Slip to This Form