

31A-6b-301 General requirements for a guaranteed asset protection waiver.

- (1) A person may not issue, market, sell, offer to sell, or otherwise provide a guaranteed asset protection waiver except in compliance with this chapter.
- (2) If a creditor assigns, sells, or transfers a finance agreement, a guaranteed asset protection waiver remains a part of the finance agreement.
- (3)
 - (a) If a borrower finances or otherwise pays the charge for a guaranteed asset protection waiver, the creditor is liable to the borrower for a benefit due under the guaranteed asset protection waiver regardless of whether the retail seller, administrator, or other person who receives the payment from the borrower remits the charge.
 - (b) This Subsection (3) may not be construed to prejudice any claim a creditor may have against a retail seller, administrator, or other person who receives a payment from a borrower but fails to remit the payment.
- (4) A creditor may require that a guaranteed asset protection waiver that the creditor issues be sold for:
 - (a) a single payment; or
 - (b) periodic payments.
- (5) The following may not be conditioned on a borrower purchasing a guaranteed asset protection waiver:
 - (a) the extension of credit;
 - (b) a term of credit; or
 - (c) a term of the related vehicle sale or lease.

Enacted by Chapter 274, 2010 General Session