



## CARCHEX EXTENDED VEHICLE PROTECTION

### SPECIAL STATE DISCLOSURE

#### ARIZONA

The following state specific requirements are added to and become part of **YOUR AGREEMENT** and supersede any other provision to the contrary:

Under the **EXCLUSIONS FROM COVERAGE** section, the following paragraphs are deleted and replaced by the following:

4. **FOR REPAIR COSTS OR EXPENSES IF THE ODOMETER OF THE VEHICLE BREAKS OR BECOMES INOPERABLE OR UNRELIABLE FOR ANY REASON AND ODOMETER REPAIRS WERE NOT MADE IMMEDIATELY AT THE TIME OF FAILURE, OR IF THE ODOMETER HAS BEEN TAMPERED WITH, DISCONNECTED OR ALTERED IN ANY WAY, WHILE OWNED BY YOU;**
6. **FOR REPAIR COSTS OR EXPENSES IF YOU CANNOT PROVIDE TO THE ADMINISTRATOR ACCURATE RECORDS PROVING THAT YOU HAVE MAINTAINED THE VEHICLE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS, OR IF ANY MECHANICAL OR ELECTRICAL ALTERATIONS HAVE BEEN MADE TO THE VEHICLE, WHILE OWNED BY YOU, OR IF THE VEHICLE IS USED IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF ANY CUSTOM ADD-ON/AFTERMARKET PART, REGARDLESS IF INSTALLED BY YOU OR A FRANCHISE DEALER OR ANY FRAME, LIFT KIT OR SUSPENSION MODIFICATIONS, THE USE OF OVERSIZED TIRES, INSTALLATION OF HEADER PIPES, REMOVAL OF ANY EMISSION CONTROL PARTS SYSTEM, OR ALTERATIONS TO HYBRID DRIVE SEQUENCE, INCLUDING DISABLING ANY PART OF THE SYSTEM.**
8. **FOR REPAIR COSTS OR EXPENSES IF THE VEHICLE HAS BEEN ABUSED OR NEGLECTED, OR ANY PART OF IT HAS BEEN SUBJECT TO ALTERATION OR ACCIDENT, OR FOR ANY ACCIDENTAL LOSS OR DAMAGE RESULTING FROM COLLISION OR UPSET, FALLING MISSILES OR OBJECTS, FIRE, THEFT, ARSON, EXPLOSION, LIGHTNING, LIGHTNING STRIKE, POWER SURGE, EARTHQUAKE, WINDSTORM, ICE, HAIL, WATER, FLOOD, MALICIOUS MISCHIEF, VANDALISM, RIOT OR CIVIL COMMOTION, PHYSICAL DAMAGE, OR IF THE VEHICLE IS A TOTAL LOSS, HAS BEEN REPOSSESSED OR IS THE SUBJECT OF A REPOSSESSION ACTION, OR FROM ANY OTHER CAUSE WHATSOEVER, EXCEPT AS OUTLINED IN THIS AGREEMENT, WHILE OWNED BY YOU;**
11. **FOR REPAIRS OR REPLACEMENT TO ANY PART THAT HAS NOT SUFFERED A BREAKDOWN, OR FOR REPAIR COSTS NOT NECESSARY TO CORRECT A BREAKDOWN, OR IF A PART IS NOT WORN BEYOND FACTORY TOLERANCES, OR FOR DAMAGES OR ANY LOSS RESULTING FROM FAULTY OR NEGLIGENT AUTO REPAIR WORK OR FROM THE INSTALLATION OF DEFECTIVE PARTS, WHILE OWNED BY YOU;**

Under **EXCLUSIONS FROM COVERAGE** section, paragraph 10 is deleted in its entirety.

Under the **CANCELLATION OF YOUR AGREEMENT** section, paragraphs 1 and 2 are deleted and replaced by the following:

1. **YOU** may cancel this **AGREEMENT** at any time, including when a loss of the **VEHICLE** occurs or when you sell the **VEHICLE** without transfer of this **AGREEMENT**. To cancel, you must submit a written request and return this **AGREEMENT** directly to **US**. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If **YOU** cancel this **AGREEMENT** within the first thirty (30) days, **WE** will refund the **AGREEMENT** purchase price if paid in full by **YOU**, or the amount paid by **YOU** toward the **AGREEMENT** purchase price, if paid in installments,. If this **AGREEMENT** is canceled after the first thirty (30) days, **WE** will refund the unearned **AGREEMENT** purchase price to **YOU** calculated on a pro rata basis,. If **YOU** cancel this **AGREEMENT** before making all payments under this **AGREEMENT**, **YOU** may be entitled to a refund provided that the amount paid by **YOU** toward the **AGREEMENT** purchase price, if paid in installments, exceeds the amount earned by **US** under this **AGREEMENT**. The refund will be equal to the lesser amount produced using either the number of days the **AGREEMENT** was in force or the number of miles the **VEHICLE** was driven prior to cancellation, less a cancellation fee of fifty dollars (\$50).
2. **WE** may cancel this **AGREEMENT** based on one or more of the following reasons: (A) non-payment of the **AGREEMENT** purchase price; (B) a material misrepresentation made by **YOU**; or (C) a substantial breach of duties by **YOU** under the **AGREEMENT** relating to the **VEHICLE** or its use. In such event, **WE** may require **YOU** to submit an odometer reading to

**Us.** If this **AGREEMENT** is canceled by **Us**, **WE** will refund the unearned **AGREEMENT** purchase price to **You** calculated on a pro rata basis,. The refund will be equal to the lesser amount produced using either the number of days the **AGREEMENT** was in force or the number of miles the **VEHICLE** was driven prior to cancellation, less a cancellation fee of fifty dollars (\$50). No **CLAIM** incurred or paid shall be deducted from any cancellation refund

The **ARBITRATION PROVISION** section of this **AGREEMENT** is amended by adding the following:

Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, you may contact the Arizona Department of Insurance at 2910 N. 44<sup>th</sup> Street, 2<sup>nd</sup> Fl., Phoenix, AZ 85018-7256, Attn: Consumer Affairs. You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the A.D.O.I., toll free phone number 800-325-2548.