

CARCHEX EXTENDED VEHICLE PROTECTION

SPECIAL STATE DISCLOSURE

NEW MEXICO

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

Under the CANCELLATION OF YOUR AGREEMENT section, paragraph 2 is deleted and replaced with the following:

2. WE may cancel this AGREEMENT based on one or more of the following reasons: (A) if You fail to pay an amount when due; (B) if You are convicted of a crime which results in an increase in the service required under this AGREEMENT; (C) discovery of fraud or material misrepresentation by You in obtaining this AGREEMENT or in presenting a CLAIM for service; or (D) discovery of an act or omission by You or if You violate any condition of this AGREEMENT after the effective date of this AGREEMENT which substantially and materially increases the service required under this AGREEMENT. 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, less any paid or pending payment CLAIMS. 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) and any paid or pending payment CLAIMS. WE will mail written notice of cancellation to You by mail at Your last known address provided to Us no less than fifteen (15) days prior to the effective date of cancellation.

The RIGHT TO RETURN AGREEMENT section is deleted and replaced with the following:

You have the right to return or void this AGREEMENT. You may return the AGREEMENT within thirty (30) calendar days after the date You purchased the AGREEMENT. If You return this AGREEMENT within the applicable time period and no CLAIMS have been paid, the AGREEMENT shall be void and WE will refund the entire AGREEMENT purchase price within thirty (30) days. If this AGREEMENT is returned within the first thirty (30) days from date of purchase and a refund is not credited within sixty (60) days after the return, WE shall pay You a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties that remain unpaid. This provision applies only to the original purchaser.

UC1393-1012 NM