



CARCHEX EXTENDED VEHICLE PROTECTION

SPECIAL STATE DISCLOSURE

OKLAHOMA

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

Under the **OTHER PROVISIONS** section of the **DECLARATION PAGE**, paragraph 1 and 2, is deleted and replaced with the following:

The **ADMINISTRATOR** of this **VEHICLE SERVICE AGREEMENT** is Assurant Service Protection, Inc., an Assurant Solutions Company, at Post Office Box 21647, St. Petersburg, Florida 33742. The telephone number is 1-866-305-4276. The **ADMINISTRATOR'S** hours of operations are Monday through Friday, 8 a.m. to 8 p.m. EST.

The **OBLIGOR** under this **AGREEMENT**, referred to as "**WE**", "**US**" and "**OUR**" throughout the **AGREEMENT**, is Assurant Service Protection, Inc., Post Office Box 21647, St. Petersburg, Florida 33742. The telephone number is 1-866-305-4276.

Under the **GENERAL PROVISIONS** section, paragraph 10 (Other Provisions) is amended by adding the following: Coverage afforded under this **AGREEMENT** is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contracts.

Under the **CANCELLATION OF YOUR AGREEMENT** section, paragraph 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 and no **CLAIMS** have been made, the refund will be based upon one hundred percent (100%) of the unearned pro rata premium. If this **AGREEMENT** is canceled after the first thirty (30) days, or have made a **CLAIM** within the first thirty (30), the refund will be based upon one hundred percent (100%) of the unearned pro rata premium less (a) ten percent (10%) of the unearned pro rata premium or fifty dollars (\$50), whichever is less and (b) the actual cost of any service provided under the **AGREEMENT**.
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**, return of the **AGREEMENT** purchase price shall be based upon one hundred percent (100%) of the unearned pro rata premium, less the actual cost of any service provided under this **AGREEMENT**.

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

YOU have the right to return 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 canceled and **WE** will refund the entire **AGREEMENT** purchase price within thirty (30) days. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this **AGREEMENT** to **US**.

The **ARBITRATION PROVISION** section of this **AGREEMENT** is deleted and replaced with the following:

NON-BINDING ARBITRATION: Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.

Disputes under this **AGREEMENT** shall be subject to mandatory, non-binding arbitration. To begin arbitration, either **YOU** or **WE** must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. **YOU** may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between **YOU** and **US**. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless **YOU** and **WE** agree, the arbitration will take place in the county and state where **YOU** live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. The arbitration decision will not be binding on either party, and following such decision either party may elect to bring suit in a court of competent jurisdiction with respect to the **CLAIM** or **CLAIMS** considered in the arbitration proceeding. **YOU** also agree that any arbitration proceeding will only consider **YOUR CLAIMS**. **CLAIMS** by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering **YOUR CLAIMS**. Please refer to the State Disclosures section of this **AGREEMENT** for any added requirements in **YOUR** state. In the event this arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, **YOU** and **WE** specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between **YOU** and **US**, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.