

CARCHEX EXTENDED VEHICLE PROTECTION

SPECIAL STATE DISCLOSURE

UTAH

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

Under the **GENERAL PROVISIONS** section, paragraph 9 is amended by adding: **Your** failure to submit verifiable receipts and other documentation of the maintenance will not automatically invalidate **Your Claim** if **You** can demonstrate that it was not reasonably possible to file the documents within such time period.

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 Property and Casualty Guaranty Association. This **AGREEMENT** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Under the **GUIDE TO FILING A CLAIM** section, part A paragraph 3 and part B paragraph 1 are amended by adding the following: **YOUR** failure to obtain authorization will not automatically invalidate **YOUR CLAIM** if **YOU** can demonstrate that it was not reasonably possible to obtain the authorization.

Under the **GUIDE TO FILING A CLAIM** section, part B paragraph 3 and **GUIDE TO FILING A CLAIM FOR ADDITIONAL BENEFITS** section, part A paragraph 2 and part B paragraph 3 is amended by adding the following: **Your** failure to submit paid receipts, repair orders and other documentation within sixty (60) days of the repair will not automatically invalidate **Your Claim** if **You** can demonstrate that it was not reasonably possible to file the documents within such time period.

Under 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) 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, 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 shall mail written notice to You at Your last known address contained in Our records at least thirty (30) days prior to cancellation. If cancellation is for non-payment of premium, notice of cancellation will be mailed at least ten (10) days prior to cancellation. The notice shall state both the basis and effective date of the cancellation.

The **ARBITRATION PROVISION** section of this **AGREEMENT** is deleted in its entirety.

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