



## CARCHEX EXTENDED VEHICLE PROTECTION

### SPECIAL STATE DISCLOSURE

#### WISCONSIN

The following state specific requirement is added to and become part of **YOUR AGREEMENT** and supersedes any other provision to the contrary:

Under the **GENERAL PROVISIONS** section, paragraph 8 is deleted and replaced by the following:

- 8. Subrogation Provision:** In the event that coverage is provided under this **AGREEMENT**, **WE** shall be subrogated to all the rights **YOU** may have to recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and **YOU** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. **YOU** shall do nothing to prejudice those rights. Further, after **YOU** have been made whole all amounts recovered by **YOU** for which **YOU** have received benefits under this **AGREEMENT** shall belong to, and be paid to **US**, up to the amount of benefits paid under this **AGREEMENT**.

Under the **GENERAL PROVISIONS** section, paragraph 10 is amended by adding: **THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

Under the **GUIDE TO FILING A CLAIM** section, part B paragraph 3 is amended by adding the following: Repair orders must be provided as soon as reasonably possible and within one (1) year after the time required by the **AGREEMENT**. **YOUR** failure to submit paid receipts, repair orders and other documentation within the sixty (60) days of the repair will not automatically invalidate **YOUR CLAIMS**.

Under the **GUIDE TO FILING A CLAIM FOR ADDITIONAL BENEFITS** section, part A paragraph 2 and part B paragraph 3 is amended by adding the following: Paid receipts must be provided as soon as reasonably possible and within one (1) year after the time required by the **AGREEMENT**. **YOUR** failure to submit paid receipts, repair orders and other documentation within the sixty (60) days of the repair will not automatically invalidate **YOUR CLAIMS**.

Under the **CANCELLATION OF YOUR AGREEMENT** section, paragraph 1 and 2 is deleted and replaced with 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).

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