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This Vehicle Service Contract does not cover all Breakdowns and excludes some conditions. Please carefully read the Contract so You fully understand what Coverage is provided to You for Your Vehicle.

If You have any questions regarding this Contract, please contact Customer Service.

Administered by  
WARRANTECH AUTOMOTIVE, INC.  
P.O. Box 1009  
Bedford, Texas 76095



Mazda EXTENDED CONFIDENCE  
VEHICLE SERVICE CONTRACT



GENUINE Mazda PROTECTION  
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## TABLE OF CONTENTS

| TOPIC / SECTION                            | PAGE               |
|--|--------------------|
| Application                                | Inside Front Cover |
| Coverage Levels                            | 1                  |
| Total Confidence Coverage                  |                    |
| Powertrain Confidence Coverage (1-7)       |                    |
| Additional Benefits                        | 2                  |
| Rental Car Benefit                         |                    |
| Trip Interruption Benefit                  |                    |
| Roadside Assistance                        | 2                  |
| Terms and Conditions                       | 3-9                |
| Definitions                                |                    |
| One Time Deductible Guarantee              |                    |
| Our Responsibilities                       |                    |
| Your Responsibilities                      |                    |
| In Case of Mechanical Breakdown or Failure |                    |
| What Is Not Covered                        |                    |
| Contract Period                            |                    |
| Territory                                  |                    |
| Limits of Liability                        |                    |
| Subrogation                                |                    |
| Arbitration Agreement                      |                    |
| Transfer of This Contract                  |                    |
| Cancellation                               |                    |
| Insurance                                  |                    |
| Special State Requirements                 | 9-17               |

## COVERAGE LEVELS

### TOTAL CONFIDENCE COVERAGE

IF THE COVERAGE LEVEL IN THE CUSTOMER INFORMATION SECTION OF THE ATTACHED APPLICATION REFLECTS **TOTAL CONFIDENCE COVERAGE**, THEN THE LISTING OF INDIVIDUAL COVERED COMPONENTS (1-7) IS A **SAMPLE OF THE COMPONENTS WHICH ARE COVERED BY THE TOTAL CONFIDENCE COVERAGE** IN THE EVENT OF A **MECHANICAL BREAKDOWN OR FAILURE**, SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THIS **VSC. TOTAL CONFIDENCE COVERAGE COVERS ALL COMPONENTS AND PARTS EXCEPT FOR ITEMS IN SECTION "E. WHAT IS NOT COVERED" OF TERMS AND CONDITIONS.**

### POWERTRAIN CONFIDENCE COVERAGE INCLUDES ITEMS 1-7

IF THE COVERAGE LEVEL IN THE CUSTOMER INFORMATION SECTION OF THE ATTACHED APPLICATION REFLECTS **POWERTRAIN CONFIDENCE COVERAGE**, THEN THE FOLLOWING SPECIFIC **VEHICLE COMPONENTS (1-7)** ARE COVERED IN THE EVENT OF A **MECHANICAL BREAKDOWN OR FAILURE**, SUBJECT TO TERMS, CONDITIONS AND EXCLUSIONS (SECTION "E. WHAT IS NOT COVERED") OF THIS **VSC.**

- ENGINE:** Cylinder Block, Cylinder Head(s), Rotary Housing and all Internally Lubricated Parts contained within the engine including: Pistons; Piston Rings; Connecting Rod Bearings; Crankshaft; Crankshaft Main Bearings; Camshaft; Camshaft Bearings; Cam Followers; Timing Chain or Belt; Timing Gears, Guides, Tensioners; Rocker Arms; Rocker Shafts; Rocker Bushings; Cylinder Head Valves; Valve Guides; Valve Lifters; Valve Springs; Valve Seals; Valve Retainers; Valve Seats; Push Rods; Water Pump; Fuel Pump; Oil Pump and Oil Pump Housing; Harmonic Balancer; Oil Pan; Timing Chain Cover; Intake and Exhaust Manifolds; Valve Covers; Engine Mounts; Cam Gear Bolt; Harmonic Balancer Bolt; and Head Bolts.
- TURBOCHARGER / SUPERCHARGER:** (factory installed only) Turbocharger / Supercharger Housing and All Internally Lubricated Parts.
- TRANSMISSION:** (Automatic or Standard) Transmission Case and all Internally Lubricated Parts plus: Torque Converter; Flywheel/Flex Plate; Vacuum Modulator; Electronic Shift Control Unit; Transmission Cooler; Transmission Mounts; Oil Pan; Slave/Clutch Master Cylinder; Pilot Bearing; and Throw-Out Bearing.
- TRANSFER CASE:** Transfer Case and All Internally Lubricated Parts.
- DRIVE AXLE:** (Front and Rear) Drive Axle Case; All Internally Lubricated Parts contained within the Drive Axle; Locking Hubs; Drive Shafts; Center Support Bearings; Universal Joints; Constant Velocity Joints; Axle Bearings; Four-Wheel Drive Actuator; and Differential Cover.
- SEALS AND GASKETS:** Seals and Gaskets on all covered parts.
- TAXES AND FLUIDS:** State and local taxes, where applicable, and fluids as required as part of a covered repair.

## ADDITIONAL BENEFITS

**RENTAL CAR BENEFIT:** If **YOU** must rent a car due to the **FAILURE** of a part covered by this **VSC**, Rental Car Benefits will be provided for actual expenses incurred (excluding insurance, gas, damage waiver, deposit [if required], taxes and excess miles) for alternative transportation up to the maximum daily rates as shown below. The total number of days eligible for reimbursement for each occurrence shall not exceed two (2). Benefits are only available when substitute transportation has been provided through the Mazda Service Loaner Program or through an authorized rental agency. Rental Car Benefits are not subject to a **DEDUCTIBLE**. In addition, Rental Car Benefits will be available for all failures covered by Mazda's New Vehicle Limited Warranty if Rental Car Benefits are not provided under such Limited Warranty and repairs are not otherwise excluded by this **VSC**.

Maximum Daily Rates:

Authorized Rental Agency- Thirty dollars (\$30) per day up to a maximum of two days.

Mazda Service Loaner Program- Thirty five dollars (\$35) per day up to a maximum of two days.

**TRIP INTERRUPTION:** In the event a **Breakdown** covered by this **Contract** occurs more than fifty (50) miles from **Your** home and results in a repair facility keeping **Your Vehicle** overnight, **We** will reimburse **You** for receipted hotel and restaurant expenses, up to one hundred dollars (\$100) per day for a maximum of three (3) days (Total benefit per occurrence of \$300). Trip Interruption Benefits are not subject to a **DEDUCTIBLE**.

## ROADSIDE ASSISTANCE

**YOUR** Roadside Assistance will include the following benefits:

24-hour toll-free Roadside Assistance Line - 1-800-866-1998

24-Hour Emergency Roadside Assistance - In the event **YOUR VEHICLE** experiences a flat tire, runs out of gas, needs a battery jump, **YOU** become locked out, or if assistance is required with a minor mechanical disablement, Cross Country will dispatch a provider to deliver fuel, change a tire, unlock the **VEHICLE**, or provide other services deemed practical and permissible to assist **YOU** quickly to get **YOUR VEHICLE** back on the road. Maximum benefit of no greater than one hundred dollars (\$100) per event.

24-Hour Emergency Towing Services - In the event of a mechanical disablement which renders **YOUR VEHICLE** inoperable anywhere in the United States and Canada, **YOU** may call toll-free 800-866-1998 to arrange for a tow to the closest Mazda dealership or independent repair facility at **YOUR** discretion. Maximum benefit of no greater than one hundred dollars (\$100) per event.

## TERMS AND CONDITIONS

THIS **VSC** IS SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, LIMITATIONS, EXTENSIONS, EXCEPTIONS AND DEFINITIONS. NO PERSON HAS THE AUTHORITY TO CHANGE THIS **VSC** OR TO WAIVE ANY OF ITS PROVISIONS. THIS **VSC** IS FOR THE SOLE BENEFIT OF THE PURCHASER NAMED HEREIN AND APPLIES ONLY TO THE **VEHICLE** DESCRIBED IN THE CUSTOMER INFORMATION SECTION OF THE ATTACHED APPLICATION.

### DEFINITIONS:

- **ADMINISTRATOR:** means Warrantech Automotive, Inc. as shown on the Application.
- **CONTRACT, VSC:** means this **VEHICLE SERVICE CONTRACT (VSC)** which is an agreement between **YOU** and **US**.
- **CONTRACT PURCHASE DATE:** means the date that **YOU** purchased this **VSC**. Once **YOUR** Application has been accepted, **YOUR** coverage will be retroactive to this **CONTRACT PURCHASE DATE**.
- **DEDUCTIBLE:** means the portion that **YOU** must pay for a covered repair, as indicated in the Customer Information section of the attached Application.
- **IN-SERVICE DATE:** means the date the **VEHICLE** was first put into service, not the date **YOU** purchased **YOUR VEHICLE**. The **IN-SERVICE DATE** is the date the vehicle's factory warranty was activated. **THE IN-SERVICE DATE IS REQUIRED FOR CERTIFIED PRE-OWNED TERMS PLANS ONLY.**
- **MECHANICAL BREAKDOWN or FAILURE:** means the inability of any covered part(s) to perform the function(s) for which it was designed due to defects in material or workmanship of that covered part. **MECHANICAL BREAKDOWN** does not include the gradual reduction in operating performance due to normal wear and tear, where a **FAILURE** has not occurred. Mazda has established tolerances for the express purpose of defining **FAILURE** and serviceability. When specifications exceed these Mazda tolerances a **FAILURE** will be considered to have occurred.
- **SELLING DEALER/RETAILER:** means the **DEALER** from whom **YOU** purchased this **VSC**.
- **VEHICLE:** means the **VEHICLE** described in the Customer Information section of the attached Application.
- **WE, US, OUR:** means the Issuing Provider of this **VSC**.
- **YOU, YOUR:** means the purchaser of this **VSC** and as shown in the Customer Information section of the attached Application.

### A. ONE-TIME DEDUCTIBLE GUARANTEE

Once a part is repaired or replaced under the terms and conditions of this **VSC**, any **DEDUCTIBLE** amount for future repair or replacement of that part will be waived, for the term of this **VSC**.

### B. OUR RESPONSIBILITIES

**WE** agree to repair, replace or reimburse **YOU** for the approved cost to repair or replace any of the parts covered, if required due to a **MECHANICAL BREAKDOWN or FAILURE**. At **OUR** election, **WE** will repair or pay the cost of repair for any **MECHANICAL BREAKDOWN or FAILURE** of a covered part. For additional information see section "H. LIMITS OF LIABILITY."

### C. YOUR RESPONSIBILITIES

To keep this **VSC** valid, **YOU** must have **YOUR VEHICLE** serviced as recommended by Mazda. If requested, proof of required service including verifiable receipts showing date and mileage of the **VEHICLE** at the time of service must be presented in order to have repairs commenced on **YOUR VEHICLE**. Service within 1,000 miles and/or 30 days of Mazda's recommended interval shall be considered compliance under the terms of this **VSC**.

Upon customary and reasonable notice of the occurrence of a **MECHANICAL BREAKDOWN or FAILURE**, **YOU** shall protect the **VEHICLE** from further damage, whether or not such **MECHANICAL BREAKDOWN or FAILURE** is covered by this **VSC**. Any operation of the **VEHICLE** that results in further damage, related to the original **MECHANICAL BREAKDOWN or FAILURE**, shall be considered **YOUR** failure to protect the **VEHICLE** and shall not be covered under this **VSC**. **YOU** are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving the **VEHICLE**. **YOU** are required to safely pull **YOUR VEHICLE** off the road and shut off the engine immediately when either of these lights/gauges indicates a problem.

**YOU** must give **YOUR** authorization to the repair facility for teardown to diagnose a problem. **YOU** may be required to supply all maintenance records for service performed on the **VEHICLE**, when the maintenance involved relates to the specific **FAILURE** or to verify odometer operation.

#### D. IN CASE OF MECHANICAL BREAKDOWN OR FAILURE

1. In the event of **MECHANICAL BREAKDOWN** or **FAILURE** **YOU** may take **YOUR VEHICLE** to any licensed repair facility. However, it is suggested that **YOU** return the **VEHICLE** to the **SELLING DEALER/RETAILER**.
  - a. Have **YOUR VSC** number, mileage and date of **FAILURE** ready for your Mazda **SELLING DEALER/RETAILER**.
  - b. Have the authorized service representative contact Mazda claims toll free at (877) 727-6626.
2. Upon **OUR** request, **YOU** must allow the licensed repair facility to inspect **YOUR VEHICLE** to gather necessary information regarding any claim. Under certain conditions when a **MECHANICAL BREAKDOWN** or **FAILURE** occurs **YOU** may be required to have the **VEHICLE** returned to the **SELLING DEALER/RETAILER**.
3. **YOU** are responsible for payment of the **DEDUCTIBLE** and for any items not covered by this **VSC**.

#### E. WHAT IS NOT COVERED

##### 1. MECHANICAL BREAKDOWN or FAILURE:

- Caused by negligence, misuse or abuse;
- Caused by a lack of maintenance, such as maintenance of the constant velocity joint boot, timing belt and brake pads (see maintenance requirements in section "C. YOUR RESPONSIBILITIES");
- Caused by any external cause such as collision, theft, freezing, fire, vandalism, riot or explosion, lightning, earthquake, windstorm, hail, volcanic eruption, water or flood;
- Of any part damaged by fire;
- Arising out of the **FAILURE** of an otherwise covered part whose **FAILURE** has been determined by the **ADMINISTRATOR** to be affected by modifications and/or alterations to the **VEHICLE** that does not meet Mazda's specifications, and have not been approved by Mazda's authorized representative (Some examples: oversized/undersized tires, headers, altered ignition system, free flow exhaust system, lift kit and aftermarket alarm systems);
- Covered by warranty, repairer's guarantee, other service contract, or insurance policy, whether collectible or not;
- Of any part(s), component(s), or repair(s) described as covered by Mazda's New Car Limited Warranty for the term and mileage of such coverage at the time of first retail sale, whether collectible or not;
- If **YOUR VEHICLE** is used for commercial purposes, which includes but is not limited to: farming or ranching, route work, job-site activities, service or repair work, pick-up and delivery service, company pool use, or business travel when the **VEHICLE** is used by more than one driver;
- If **YOUR VEHICLE** is used for racing on or off road or principally off-road use, competition or speed contest;
- If **YOUR VEHICLE** is used for towing a trailer unless equipped with a Mazda approved towing kit and the weight of the trailer does not exceed Mazda's specifications;
- If **YOUR VEHICLE** is used as a police car or other emergency vehicle, or for livery, rental, taxi, limousine or shuttle, towing/wrecker service, or snow plowing;
- Where it is determined that for more than one (1) month or 1,000 miles the odometer has been inaccurate, inoperative or altered so that the **VEHICLE'S** true mileage cannot be verified;
- That is a direct result of a mechanical or structural defect when Mazda has announced a public recall for the purpose of correcting such defect;
- Due to continued operation and failure to protect the **VEHICLE** from further damage caused by lack of necessary coolants or lubricants;
- Due to lack of lubrication from sludge or varnish, regardless of cause;
- Of a covered part damaged by a non-covered part;
- Of a covered part which is damaged by or as a result of sludge, fuel or lubricant contamination, rust or corrosion, or **MECHANICAL BREAKDOWNS** caused by fuels containing more than 10% Ethanol (if the engine was not manufactured for this fuel mixture);
- Any damage resulting from pre-ignition or detonation, regardless of cause;

#### TERMS AND CONDITIONS: WHAT IS NOT COVERED (CONTINUED)

- Where a **FAILURE** has not occurred. **MECHANICAL BREAKDOWN** does not include the gradual reduction in operating performance due to normal wear and tear, where a **FAILURE** has not occurred. Mazda has established tolerances for the express purpose of defining a **FAILURE** and serviceability. When specifications exceed these Mazda tolerances a **FAILURE** will be considered to have occurred.
  - That occurs prior to this **VSC's** effective date or is reported after this **VSC's** expiration.
2. Loss of time, use, inconvenience, bodily injury and property damage, or other incidental or consequential damage that results from **MECHANICAL BREAKDOWN** or **FAILURE**.
  3. Storage and freight charges.
  4. Repairs to any non-covered parts.
  5. The cost of teardown, disassembly or assembly if coverage cannot be applied.
  6. Adjustments necessary to correct squeaks, rattles, water leaks or wind noise.
  7. Maintenance/Parts:
    - a. Unless absolutely required as part of a covered repair: parts and normal maintenance items/procedures such as engine tune-ups, spark plugs, spark plug wires, glow plugs, filters, brake pads, brake shoes, brake linings, brake rotors, suspension alignment, wheel balancing, hoses, air conditioning lines and hoses, belts and wiper blades.
    - b. Unless required as part of a covered repair: adjustments, lubricants, coolants and fluids.
    - c. Other maintenance services and parts described in Mazda's maintenance schedule for the covered **VEHICLE**.
  8. Other Parts not covered:
    - a. Graphic equalizers, telephones, radar detectors and C.B. radios; non-factory installed AM/FM radios, cassette players, C.D. players and speakers.
    - b. Bright metal, sheet metal, bumpers, ornamentation moldings, carpet, upholstery, paint, exhaust systems, catalytic converter, brake drums, MacPherson strut cartridge insert or shock absorbers, batteries, battery cables, lenses, light bulbs, sealed beams, glass, tires, wheel covers, wheels, interior trim, carburetor, manual clutch components, body seals and gaskets (e.g., weather stripping).
    - c. Convertible tops, glass, plastic, framing, cables, seals, or motor (convertible top motor is covered under **Total Confidence** coverage).
  9. The repair of valves and/or rings for the purpose of raising the engine's compression when a **MECHANICAL BREAKDOWN** or **FAILURE** has not occurred.
  10. Additional loss or damage which is occasioned by this **VSC** holder or operator's failure to use all reasonable precautions to protect the **VEHICLE** from any further loss or damage after a **MECHANICAL BREAKDOWN** or **FAILURE** has occurred.
  11. Any costs if verifiable receipts, as required in section "C. YOUR RESPONSIBILITIES", are not furnished on request.

#### F. CONTRACT PERIOD

**Application Acceptance.** **YOU** will receive a Customer Information Page with I.D. Card confirming the acceptance and validity of this **VSC** approximately 60 days from the date **YOU** sign **YOUR** Application. Upon acceptance by the **ADMINISTRATOR**, this booklet, along with the attached Application page become **YOUR VSC** and coverage is retroactive to the **CONTRACT PURCHASE DATE**. In the event **YOUR** Application is not accepted, **YOU** will receive a refund of the **CONTRACT Purchase Price** from the **SELLING DEALER**. Nothing herein guarantees acceptance of **YOUR** Application.

#### G. TERRITORY

This **VSC** applies only to a **MECHANICAL BREAKDOWN** or **FAILURE** occurring within the United States and Canada.

#### H. LIMITS OF LIABILITY

Liability shall be limited to the reasonable price for repair or replacement of any covered part, not to exceed Mazda's suggested retail price. The "reasonable price" for repair or replacement is based upon Mazda's recognized Labor Time Standards and warranty labor rates. All repairs or replacements made at Mazda dealers shall be made using only genuine Mazda new or remanufactured parts unless otherwise authorized by **YOU**. Repairs or replacements made at

non-Mazda repair facilities shall be made using genuine Mazda new or remanufactured parts or parts of like kind and quality as authorized by US.

In no event will the liability for each **MECHANICAL BREAKDOWN** or **FAILURE**, under this **VSC**, exceed the average retail value of the **VEHICLE** established by NADA (Official Used Car Guide) at the time immediately preceding the **MECHANICAL BREAKDOWN** or **FAILURE**. Additionally, the total of all benefits payable shall never exceed the price **YOU** paid for **YOUR VEHICLE**.

#### I. SUBROGATION

**YOU** are entitled to complete reimbursement for **YOUR** loss before the **ADMINISTRATOR** is entitled to subrogation proceeds. **YOU** agree that **WE**, after honoring a claim on **YOUR VSC**, have all rights of subrogation against those who may be responsible for **YOUR MECHANICAL BREAKDOWN**. **YOU** shall do whatever is necessary to secure such rights. **YOU** shall do nothing to prejudice such rights, and **YOU** shall execute and deliver to **US** instruments and papers required to either secure or maintain such rights. All amounts recovered by **YOU** for which **YOU** were previously reimbursed under this **VSC** shall become **OUR** property or the property of **OUR** designee and shall be forwarded to same by **YOU**, up to the total amount paid by **US** under this **VSC**, except that **YOU** must be made whole before **WE** may retain any amounts **WE** have recovered.

#### J. ARBITRATION AGREEMENT

As used in this provision, "You" and "Your" means the person or persons named in this **CONTRACT**, and all of his/her heirs, survivors, assigns and representatives. And, "We" and "Us" shall mean the Obligor identified on the Application Page and shall be deemed to include all of its agents, affiliates, predecessors in interest, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees and employees of any of the foregoing entities.

**Please read this arbitration provision ("provision") carefully. It affects Your rights.**

Most customer concerns can be quickly and satisfactorily resolved by calling Warrantech Automotive, Inc. at (877) 647-9751. **In the unlikely event that Your matter is not resolved or if We have been unable to resolve a dispute We have with You after attempting to do so informally, You and We each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court, it uses a neutral arbitrator instead of a judge or jury, it allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief as a court. **Any arbitration under this CONTRACT will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, We will pay all costs of arbitration.** Moreover, in arbitration You are entitled to recover attorneys' fees to at least the same extent as You would in court. In addition, under certain circumstances (explained below), We will pay You more than the amount of the arbitrator's award and will pay Your attorney (if any) twice his/her reasonable attorneys' fees if the arbitrator awards You an amount that is greater than what We have offered You to settle the dispute.

#### ARBITRATION AGREEMENT

- (1) We and You agree to arbitrate **all disputes and claims** that arise with respect to the other. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
- claims arising out of or relating to any aspect of the relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
  - claims that arose before this or any prior contract (including, but not limited to, claims relating to marketing);
  - claims that are currently the subject of purported class action litigation in which You are not a member of a certified class; and
  - claims that may arise after the termination of this **CONTRACT**.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. **You agree that, by entering into this CONTRACT, You and We are each waiving the right to a trial by jury or to participate in a class action.** This **CONTRACT** evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs

#### TERMS AND CONDITIONS: ARBITRATION AGREEMENT (CONTINUED)

the interpretation and enforcement of this provision. This provision shall survive termination of the **CONTRACT**.

- (2) A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of dispute ("Notice"). The Notice to Us should be addressed to: Legal Depart., Warrantech Corporation, 2200 Highway 121, Bedford, TX 76021 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If We and You do not reach an agreement to resolve the claim within 30 days after Notice is received, You or We may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Us or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or We is entitled. You may contact us to obtain a form to initiate arbitration.
- (3) After We receive notice at the Notice Address that You have commenced arbitration, We will promptly reimburse You for Your payment of the filing fee, unless Your claim is for greater than \$75,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this **CONTRACT**, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this **CONTRACT**. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the provision are for the court to decide. Unless We and You agree otherwise, any arbitration hearings will take place in the county of Your billing address. If Your claim is for \$10,000 or less, We agree that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided herein, We will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (under the standards set forth in Federal Rule of Civil Procedure 11(b)), payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse Us for all monies previously disbursed by Us that are otherwise Your obligation under the AAA Rules. In addition, if You initiate an arbitration in which you seek more than \$75,000 in damages, payment of these fees will be governed by the AAA rules.
- (4) If, after finding in Your favor in any respect on the merits of Your claim, the arbitrator issues You an award that is greater than the value of the last written settlement offer made by Us before an arbitrator was selected, We will:
- pay You the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
  - pay Your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accrues for investigating, preparing, and pursuing Your claim in arbitration ("the attorney premium").
- If We did not make a written offer to settle the dispute before an arbitrator was selected, You and Your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards You any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
- (5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses You may have under applicable law. Thus, if You would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding You that amount. However, You may not recover duplicative awards of attorneys' fees or costs. Although under some laws We may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, We agree that We will not seek such an award.

- (6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR/OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN A PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both You and We agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this provision is found to be unenforceable, then the entirety of this provision shall be null and void.
- (7) Notwithstanding any provision in this **CONTRACT** to the contrary, We agree that if We make any future change to this provision (other than a change to the Notice Address) during Your **CONTRACT**, You may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any such change, You are agreeing that You will arbitrate any dispute between us in accordance with the language of this provision.

#### K. TRANSFER OF THIS CONTRACT

Contact the **ADMINISTRATOR** and submit the following:

1. A letter requesting that **WE** transfer this **VSC** to the new owner.
2. \$75 transfer fee.
3. A copy of **YOUR** Application Page.
4. Written evidence verifying all maintenance requirements have been met.
5. A copy of documentation evidencing change of ownership and mileage at date of sale.
6. Photocopies of documents sent to Mazda verifying transference of factory warranty, if applicable.

Conditions:

1. This **VSC** cannot be transferred to another vehicle. It can only be transferred to a different private owner of the same **VEHICLE**.
2. The **VEHICLE** is subject to inspection.
3. Transfer must take place within 30 days of change of ownership.
4. **YOU** may not transfer this **VSC** to a vehicle dealer or to the customer of a vehicle dealer.
5. **CONTRACTS** on leased **VEHICLES** cannot be transferred, unless original lessee is purchasing the **VEHICLE**.
6. All remaining underlying warranties must be transferred to the new owner.

#### L. CANCELLATION

**YOU MAY CANCEL THIS VSC BY NOTIFYING THE SELLING DEALER OR THE ADMINISTRATOR IN WRITING AND BY SUBMITTING THE FOLLOWING DOCUMENTS AND INFORMATION:**

1. A copy of **YOUR** Application Page.
2. A Federal Odometer Statement or notarized affidavit verifying mileage at the time of request.
3. IF REPOSSESSED: supply copy of repossession papers.
4. IF TOTALED: supply copy of insurance company's verification of loss.
5. IF LIEN HAS BEEN PAID: supply discharge of lien from lienholder.

In the event of cancellation of this **VSC** within the first 30 days, **YOU** are entitled to a full refund. After 30 days, or if claim has been authorized or paid, **YOU** will receive a pro-rata refund based on the greater of days in force or the miles driven related to the term of this **VSC**, minus a \$50 cancellation fee. In the event the cost of this **VSC** is part of a retail sales contract, any lender shall be additionally named on any refund check (unless the cancellation is accompanied by a discharge of lien). In the case of a repossession or total loss, then the lender shall have the right to cancel and shall be the sole payee of any refund check. See section "SPECIAL STATE REQUIREMENTS". This **VSC** cannot be cancelled by **US** except for fraud or material misrepresentation on **YOUR** part or for **YOUR** failure to pay for this **VSC**.

#### N. INSURANCE

**OUR** obligations and the performance to **YOU** under this **VSC** are guaranteed and insured by a service contract reimbursement insurance policy issued by Wesco Insurance Company (a California approved Insurance Company), 59 Maiden Lane, 6th Floor, New York, NY 10038. In

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#### TERMS AND CONDITIONS: INSURANCE (CONTINUED)

the event **WE** do not pay any valid claim within 60 days [except Arizona thirty (30) days] after proof of loss has been filed or **WE** cease to do business or go bankrupt, **YOU** may make a direct claim to the insurer at the above address or call toll-free (866) 505-4048.

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or application containing false, incomplete, or misleading information will be prosecuted to the full extent of the law.

#### SPECIAL STATE REQUIREMENTS

The following Special State Requirements apply if this Contract was purchased in one of the following states and supersede any other provision herein.

##### ALABAMA

No administrative fee will be charged if **WE** cancel **YOUR CONTRACT**.

If **YOU** cancel this **CONTRACT** within thirty (30) days of the **CONTRACT PURCHASE DATE**, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **CONTRACT** to the **ADMINISTRATOR**.

An administrative fee not to exceed twenty-five dollars (\$25.00) will be charged for cancellations occurring after thirty (30) days.

##### ALASKA

This **CONTRACT** does provide Coverage if **YOUR VEHICLE** is used for snow plowing, provided **YOUR VEHICLE** is properly equipped for such use and is not used commercially.

This **CONTRACT** does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the **CONTRACT**), and attorney's fees.

##### ARIZONA

Only those modifications and/or alterations made by **YOU** to **YOUR VEHICLE** after the **CONTRACT** start date are excluded as noted in Section E. 1. What Is Not Covered.

The Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints 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. 44th St., 2nd Floor, Phoenix, AZ 85018-7256, ATTN: Consumer Affairs.

##### CALIFORNIA

**YOUR** Coverage begins on the **CONTRACT PURCHASE DATE**. A covered failure occurring prior to receiving notification of **YOUR** Application Acceptance will be honored. **YOUR VSC** Number is provided to **YOU** at the time of **CONTRACT** Purchase and can be located in the top right corner of **YOUR** Vehicle Service Contract Application Page attached to this **CONTRACT** in the box labeled "Application Number".

**YOU** may file a claim directly with the Insurance Company if any promise made in the **CONTRACT** has been denied or has not been honored within sixty (60) days after **YOUR** request. If **YOU** are not satisfied with the Insurance Company's response, **YOU** may contact the California Department of Insurance at (800) 927-4357. California License #0794784.

If **WE** cancel this **CONTRACT**, the cancellation refund will be paid within thirty (30) days of the cancellation and a notice of cancellation will be mailed to **YOU** listing the reason for cancellation. The **CONTRACT** ceases to be valid no less than five (5) days after the postmark date of such notice. If **WE** cancel this **CONTRACT** within thirty (30) days, **YOU** are entitled to a full refund, less any claims paid or approved for payment prior to the cancellation date. If **WE** cancel this **CONTRACT** after thirty (30) days, **YOU** will receive a pro-rata refund based on the greater of days in force or the miles driven related to the term of this **VSC**. If **WE** cancel this **CONTRACT**, no administrative fee will be charged. In the event of cancellation, any claim filed and/or approved prior to the cancellation date will be honored and/or reviewed for coverage under the terms of the **CONTRACT**. If **YOU** cancel this **CONTRACT** after thirty (30) days, **YOU** will receive a pro-rata refund based on the greater of days in force or the miles driven related to the term of this **VSC**, an administrative fee not to exceed the lesser of twenty-five dollars (\$25.00) or 10% of the **CONTRACT** price charged will be charged.

Under the Arbitration Provision, the following is added: This Provision shall inure to the benefit of and be binding on You and Us following exhaustion of Your right to file claims with the Insurance Company and/or the California Department of Insurance ("DOI") as specified in this **VSC**. However, if You choose to forego Your right to file Your claims with the Insurance Company and the DOI, You waive those rights and this Provision will be enforced and binding. The arbitrators shall not have the power to commit errors of

98MEC0412

PAGE 9

law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. Reference to the Federal Arbitration Act in the Arbitration Provision of this **Contract** shall be replaced with the following citation: CAA (CCP § 1280 et seq). The reference to the class action waiver is hereby stricken from the ALL CAPS portion of the Arbitration Provision in this **Contract**. The choice of law for all California residents is California. The fee provision in the Arbitration Provision of this **Contract** shall be amended to include California Code of Civil Procedure, Title 9, Chapter 1 § 1284.3.

### CONNECTICUT

Resolution of Disputes - In accord with CT Bulletin PC-45, a written complaint may be mailed to: State of Connecticut, Insurance Department, P O Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the warranty **CONTRACT**.

Connecticut Public Act, 87-393, Laws 1987, requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with a sale price of \$3,000 but less than \$5,000

Provides coverage for 30 days or 1,500 miles, whichever occurs first.

Used vehicles with a sale price of \$5,000 or more

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

The **VEHICLE YOU** have purchased may be covered by this law. If so, the following is added to this **CONTRACT**: In addition to the dealer warranty required by this law, **YOU** have elected to purchase this **CONTRACT**, which may provide **YOU** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **YOU** have been charged separately only for this **CONTRACT**. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this **CONTRACT** apply only to this **CONTRACT** and are not the terms of the required dealer warranty.

If **YOUR VEHICLE** is being repaired for a **BREAKDOWN** covered by the warranty plan, and the warranty plan expires during the repair, the warranty plan is extended until the repair is completed.

**YOU** may cancel this **CONTRACT** if **YOU** return the covered **VEHICLE** or the covered **VEHICLE** is sold, lost, stolen, or destroyed.

### FLORIDA

The **VEHICLE SERVICE CONTRACT** Obligor/Provider is Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038, (866) 327-5818, LICENSE #01913 and the **ADMINISTRATOR** is WARRANTECH AUTOMOTIVE OF FLORIDA, INC., P.O. Box 959, Bedford, TX 76095, (800) 577-6624, LICENSE #60082.

The rate charged to **YOU** for this **CONTRACT** is not subject to regulation by the Florida Office of Insurance Regulation.

Commercial Use Surcharged Coverage is amended by adding the following:

Usage must not exceed manufacturer's ratings and/or limitations and **VEHICLE** cannot exceed 10,000 lbs. GVW.

**YOU** may also cancel this **CONTRACT** by contacting the **ADMINISTRATOR**, Warrantech Automotive of Florida, Inc., as shown above.

This **CONTRACT** may be cancelled by **YOU** within thirty (30) days of purchase upon written request. **WE** will refund 100 percent of the gross written premium less claims paid and less an administrative fee of 5 percent. If **YOU** cancel the **CONTRACT** after thirty (30) days, **WE** will refund 90 percent of the unearned pro rata premium. If **WE** cancel the **CONTRACT**, **WE** will return 100 percent of the unearned pro rata premium. After the **CONTRACT** has been in effect for more than thirty (30) days, **WE** may only cancel for material misrepresentation, odometer tampering, failure to maintain the motor **VEHICLE** as prescribed by the manufacturer or non payment of premium, in which case **YOU** will be notified of cancellation by certified mail.

Arbitration is non-binding in the State of Florida. Arbitration proceedings shall be conducted in the county in which the consumer resides.

### GEORGIA

The following statements replace statements of the same in Section E.1. What is Not Covered:

- Due to lack of lubrication from contaminants or varnish, regardless of cause;
- Of a covered part which is damaged by or as a result of contaminants, fuel or lubricant contamination, rust or corrosion.

### SPECIAL STATE REQUIREMENTS: GEORGIA (CONTINUED)

- That occurs prior to this **VSC**'s effective date and is known to **YOU** or is reported after this **VSC**'s expiration.

Only those alterations and/or modifications made to **YOUR VEHICLE** after the **CONTRACT** start date are excluded as noted in Section E. 1. What Is Not Covered.

**WE** may cancel this **CONTRACT** for non-payment of the **CONTRACT** charge, for material misrepresentation, or for fraud and no administration fee will be charged. The cancellation shall be in writing and shall not be less than 30 days from the date of mailing or delivery in person of such notice of cancellation. If this **CONTRACT** is cancelled after the first thirty (30) days or a claim has been filed, **YOU** will receive a pro-rata refund based on the greater of days in force or the miles driven related to the term of this **VSC**. An administration fee not to exceed the lesser of 10% of the pro-rata amount or \$50 will be applied if this **CONTRACT** is cancelled by **YOU**. If **YOU** have cancelled this **CONTRACT** and have not received the refund from **US** or the **ADMINISTRATOR** within sixty (60) days of such cancellation, **YOU** may contact the Insurance Company identified in Section N. Insurance.

The Arbitration Provision section of this **CONTRACT** is stricken in its entirety.

### HAWAII

Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 25,000 miles at the time of sale

Provides coverage for 90 days or 5,000 miles, whichever occurs first.

Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with 50,000 miles or more but not more than 75,000 miles at the time of sale

Provides coverage for 30 days or 1,000 miles, whichever occurs first.

The **VEHICLE YOU** have purchased may be covered by this law. If so, the following is added to this **CONTRACT**: In addition to the dealer warranty required by this law, **YOU** have elected to purchase this **CONTRACT**, which may provide **YOU** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **YOU** have been charged separately only for this **CONTRACT**. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this **CONTRACT** apply only to this **CONTRACT** and are not the terms of the required dealer warranty.

If **YOU** cancel this **CONTRACT** within thirty (30) days of the **CONTRACT PURCHASE DATE**, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of the **CONTRACT** to the Provider.

### IDAHO

Notice - Coverage afforded under this **CONTRACT** is not guaranteed by the Idaho Insurance Guarantee Association.

### ILLINOIS

The **VSC** provider may retain a cancellation fee not to exceed the lesser of 10% of the **CONTRACT** price or fifty dollars (\$50).

### INDIANA

**YOUR** proof of payment to the issuing dealer for this **CONTRACT** shall be considered proof of payment to the Insurance Company which guarantees **OUR** obligations to **YOU**.

Arbitration is not mandatory and is non-binding in the State of Indiana. Arbitration proceedings shall be conducted in the county in which the consumer resides.

### IOWA

If **YOU** have any questions regarding this **CONTRACT**, **YOU** may contact the **ADMINISTRATOR** by mail or by phone. Refer to Section N. Insurance for the **ADMINISTRATOR'S** address and toll free telephone number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 6th floor, Lucas State Office Building, Des Moines, Iowa 50319.

A ten percent (10%) penalty will be added each month to any refund not paid to the **CONTRACT** Holder within thirty (30) days of the return of the Service **CONTRACT** to the Service Company.

### KANSAS

ROADSIDE ASSISTANCE - Emergency Lock-Out Service is not available.

### LOUISIANA

If **YOU** cancel this **CONTRACT** within the first thirty (30) days, **YOU** are entitled to a full refund, minus a fifty dollar (\$50) cancellation fee.



## MAINE

An administrative fee not to exceed fifty dollars (\$50.00) or ten percent (10%) of the **CONTRACT** charge, whichever is less, will be charged for cancellations occurring after thirty (30) days or if a claim has been filed. If **WE** cancel this **CONTRACT**, **WE** shall mail a written notice to **YOU** at **YOUR** last known address at least 15 days prior to cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation.

If **YOU** cancel this **CONTRACT** within thirty (30) days of the **CONTRACT** purchase date, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the service **CONTRACT** to the provider.

## MARYLAND

If **YOU** cancel this **CONTRACT** within thirty (30) days of the **CONTRACT PURCHASE DATE**, a ten percent (10%) penalty per month shall be added to a refund this is not paid or credited within forty-five (45) days after return of the service **CONTRACT** to the provider.

## MASSACHUSETTS

**NOTICE TO CUSTOMER: PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT.**

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 40,000 miles at the time of sale

Provides coverage for 90 days or 3,750 miles, whichever occurs first.

Used vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale

Provides coverage for 60 days or 2,500 miles, whichever occurs first.

Used vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale

Provides coverage for 30 days or 1,250 miles, whichever occurs first.

The **VEHICLE YOU** have purchased may be covered by this law. If so, the following is added to this **CONTRACT**: In addition to the dealer warranty required by this law, **YOU** have elected to purchase this **CONTRACT**, which may provide **YOU** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **YOU** have been charged separately only for this **CONTRACT**. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this **CONTRACT** apply only to this **CONTRACT** and are not the terms of the required dealer warranty.

## MINNESOTA

The coverages listed below are provided to **YOU** by the dealer at no charge as required by Minnesota Statute 325F.662. The term of the required warranty is based on the mileage at the time of sale as follows:

Used vehicles with less than 36,000 miles at the time of sale

Provides coverage for 60 days or 2,500 miles, whichever occurs first.

Used vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale

Provides coverage for 30 days or 1,000 miles, whichever occurs first.

Engine: Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Heads; Rotary Engine Housings; and Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter. Transmission: Case; Internal Parts; Torque Converter; or, the Manual Transmission Case and Internal Parts. Drive Axle: Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the Secondary Drive Axle on vehicles other than passenger vans, mounted on a truck chassis. Brakes: Master Cylinder; Vacuum Assist Booster; Wheel Cylinders; Hydraulic Lines and Fittings; and Disc Brake Calipers. Steering: Gear Housing and all Internal Parts; Power Steering Pump; Valve Body; Piston; and Rack. Note: The following parts are covered only on vehicles with less than 36,000 miles: Steering Rack; Radiator; Alternator; Generator; and Starter.

The above coverages are excluded from this **CONTRACT** during the applicable warranty period, unless the dealer becomes unable to meet its obligations. **YOUR** rights and obligations are fully explained in the dealer issued used vehicle limited warranty document.

If **YOU** have cancelled this **CONTRACT** and have not received the refund from **US** or the **ADMINISTRATOR** within sixty (60) days of such cancellation, **YOU** may contact the Insurance Company identified on the Application Page.

## SPECIAL STATE REQUIREMENTS: MINNESOTA (CONTINUED)

Coverage exclusion for **MECHANICAL BREAKDOWNS** caused by rust, corrosion, sludge or damage to a covered part by a non-covered part does not apply to Minnesota residents.

The Arbitration Provision section of this **CONTRACT** is stricken in its entirety.

## MISSISSIPPI

**OUR** obligations and the performance to **YOU** under the Service **CONTRACT** are guaranteed and insured by a policy issued by Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038.

The Arbitration Provision section of this **CONTRACT** is stricken in its entirety.

## MISSOURI

Section D. IN CASE OF A **MECHANICAL BREAKDOWN OR FAILURE**, 1. is amended by adding:

In the event of a **MECHANICAL BREAKDOWN** or failure after the **ADMINISTRATOR'S** office hours, **YOU** may immediately take **YOUR VEHICLE** to any licensed repair facility. The licensed repair facility must contact the **ADMINISTRATOR** on the next business day to determine whether the **MECHANICAL BREAKDOWN** or **FAILURE** is covered pursuant to this **VSC's** provisions. Nothing herein authorizes repairs not otherwise covered under this **VSC**.

If this **CONTRACT** is cancelled within the first thirty (30) days and no claims have been filed, **WE** will refund **YOU** the entire purchase price of the **CONTRACT**. If this **CONTRACT** is canceled within the first thirty (30) days and a claim has been filed, **WE** will refund **YOU** the entire purchase price of the **CONTRACT** less claims paid. This "free-look" period only applies to the original **CONTRACT** purchaser. If this **CONTRACT** is canceled after the first thirty (30) days, **WE** will refund to **YOU** an amount based on the pro-rata method, less a fifty dollar (\$50.00) administrative fee. If this **CONTRACT** is canceled, **WE** shall mail written notice of cancellation to **YOU** within forty-five (45) days of cancellation. If **YOU** cancel this **CONTRACT** within thirty (30) days of the **CONTRACT** purchase date, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of the **CONTRACT** to the Provider.

## MONTANA

If **YOU** cancel this **CONTRACT** within sixty (60) days of the **CONTRACT PURCHASE DATE**, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the **CONTRACT** to the Provider.

## NEBRASKA

**WE** may only cancel this Service **CONTRACT** for fraud, material misrepresentation, nonpayment by **YOU**, or a substantial breach of duties by **YOU** relating to the covered property or its use.

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the **CONTRACT** holder. Arbitration will take place under the laws of the State of Nebraska and will be held in the **CONTRACT** holder's county of residence or any other county in this state agreed to by both parties.

## NEVADA

The provisions of this **CONTRACT** apply only to the original purchaser of the Service **CONTRACT**.

This Service **CONTRACT** is not renewable.

The following statement replaces the statement of the same in Section E.1. What is Not Covered:

- Arising out of the **FAILURE** of an otherwise covered part whose **FAILURE** has been determined by the **ADMINISTRATOR** to be affected by modifications and/or alterations to the **VEHICLE** that does not meet Mazda's specifications, and have not been approved by Mazda's authorized representative (Some examples: oversized/undersized tires, headers, altered ignition system, free flow exhaust system, lift kit and aftermarket alarm systems). However, if the **VEHICLE** is modified in a manner that is not recommended by the manufacturer of the **VEHICLE**, this **CONTRACT** will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising there from, unless such coverage is otherwise excluded by the terms of this **CONTRACT**.

**WE** may cancel this **CONTRACT** within 70 days from the date of purchase for any reason. After 70 days, **WE** may only cancel this Service **CONTRACT** for fraud, material misrepresentation, nonpayment by **YOU** or a substantial breach of duties by **YOU** relating to the covered property or its use. If **WE** cancel **YOUR CONTRACT**, **YOU** will be entitled to a refund on the unearned **CONTRACT** fee according to the pro-rata method reflecting the greater of days in force or the miles driven related to the term of this **VSC**, no administrative fee will be deducted. In the event **WE** or the lienholder cancel this **CONTRACT**, written notice will be sent to **YOUR** last known address at least 15 days prior to cancellation with the effective date of the cancellation.

**YOU** may cancel this **CONTRACT** at anytime. If **YOU** have made no claim and **YOUR** request for cancellation is within 30 days, the full price **YOU** paid for the Service **CONTRACT** will be refunded and no administrative fee will be deducted. If **YOU** have made a claim under the **CONTRACT**, or if **YOUR** request is beyond the first 30 days, **WE** will refund to **YOU** an amount based on the pro-rata method, less a \$50.00 administrative fee. If **YOUR CONTRACT** was financed, the outstanding balance will be deducted from any refund, however, **YOU** will not be charged for claims paid or repair service fees. If **YOU** cancel this **CONTRACT** and the refund is not processed within 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid.

**If YOUR CONTRACT is purchased more than ten (10) days from VEHICLE Purchase Date, then a mandatory "WAITING PERIOD" will apply before COVERAGE begins.**

#### **NEW HAMPSHIRE**

In the event **YOU** do not receive satisfaction under this **VSC**, **YOU** may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, or by calling (800) 852-3416. Cancellation and Transfer Fees do not apply.

#### **NEW MEXICO**

**YOU** may cancel this **CONTRACT** within thirty (30) days of the time of sale. If **YOU** have made no claim, the service **CONTRACT** is void and the full purchase price will be refunded to **YOU**. A 10% penalty per month will be added to a refund that is not made within 60 days of **YOUR** return of the service **CONTRACT**. These provisions apply only to the original purchaser of the service **CONTRACT**. In the event **WE** cancel this service **CONTRACT**, **WE** will mail a written notice to **YOU** at **YOUR** last known address at least 15 days prior to cancellation with the effective date for the cancellation and the reason for the cancellation. The provider of this service **CONTRACT** may cancel this **CONTRACT** within 70 days from the date of purchase for any reason. After 70 days, the provider may only cancel this service **CONTRACT** for fraud, material misrepresentation, non-payment by **YOU** or a substantial breach of duties by **YOU** relating to the covered property or its use.

#### **NEW YORK**

Section 196b of New York General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with 36,000 miles or less at the time of sale

Provides coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with more than 36,000 miles but less than 80,000 miles at the time of sale

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with 80,000 miles or more but no more than 100,000 miles at the time of sale

Provides coverage for 30 days or 1,000 miles, whichever occurs first.

The **VEHICLE YOU** have purchased may be covered by this law. If so, the following is added to this **CONTRACT**: In addition to the dealer warranty required by this law, **YOU** have elected to purchase this **CONTRACT**, which may provide **YOU** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **YOU** have been charged separately only for this **CONTRACT**. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this **CONTRACT** apply only to this **CONTRACT** and are not the terms of the required dealer warranty.

If **YOU** cancel this **CONTRACT** within thirty (30) days of the **CONTRACT PURCHASE DATE**, a ten percent (10%) penalty per month shall be added to a refund not made within thirty (30) days of return of the **CONTRACT** to the provider.

#### **NORTH CAROLINA**

If this **CONTRACT** is cancelled after the first thirty (30) days or a claim has been filed, an administration fee of \$50 or 10% of the pro-rata refund amount, whichever is less, will be charged.

#### **OKLAHOMA**

The **VEHICLE SERVICE CONTRACT** Obligor/Provider is Mazda North American Operations, P.O. Box 1009, Bedford, TX 76095, (888) 723-1140 and the **ADMINISTRATOR** is WARRANTECH AUTOMOTIVE OF FLORIDA, INC., P.O. Box 959, Bedford, TX 76095, (800) 577-6624, LICENSE #60082.

Coverage afforded under this **CONTRACT** is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts.

**Disclosure Statement:** This service warranty is not issued by the manufacturer or wholesale company

#### **SPECIAL STATE REQUIREMENTS: OKLAHOMA (CONTINUED)**

marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

If this **CONTRACT** is canceled within the first thirty (30) days after coverage takes effect by the warranty holder and no claims have been filed, **WE** will refund the entire **CONTRACT** charge paid. If this **CONTRACT** is canceled by the warranty holder after the first thirty (30) days of coverage taking effect or a claim has been filed within the first thirty (30) days after coverage has taken effect, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium, less the actual cost of any service provided under the service warranty **CONTRACT**. In the event the **CONTRACT** is cancelled by the association, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty **CONTRACT**.

#### **OREGON**

If **YOU** have any questions regarding this **CONTRACT**, or a complaint against the Obligor, **YOU** may contact the Oregon Department of Consumer & Business Services, Insurance Division, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894.

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the **CONTRACT** holder. Arbitration will take place under the laws of the State of Oregon and will be held in the **CONTRACT** holder's county of residence or any other county in this state agreed to by both parties.

#### **RHODE ISLAND**

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with 36,000 miles or less at the time of sale

Provides coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with more than 36,000 miles but less than 100,000 miles at the time of sale

Provides coverage for 30 days or 1,000 miles, whichever occurs first.

The **VEHICLE YOU** have purchased may be covered by this law. If so, the following is added to this **CONTRACT**: In addition to the dealer warranty required by this law, **YOU** have elected to purchase this **CONTRACT**, which may provide **YOU** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **YOU** have been charged separately only for this **CONTRACT**. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this **CONTRACT** apply only to this **CONTRACT** and are not the terms of the required dealer warranty.

#### **SOUTH CAROLINA**

If **YOU** have any questions regarding this **CONTRACT**, or a complaint against the Obligor, **YOU** may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6180.

If **WE** cancel this **CONTRACT** **WE** shall mail a written notice to **YOU** at the last known address held by **US** at least 15 days prior to cancellation, providing **YOU** with notice of cancellation date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service **CONTRACT** Holder to the provider, or a substantial breach of duties by the Service **CONTRACT** Holder relating to the covered product or its use. If **YOU** cancel this **CONTRACT** within sixty (60) days of the **CONTRACT PURCHASE DATE**, a ten percent penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Service **CONTRACT** to the provider.

#### **TEXAS**

Warrantech Automotive, Inc. Service **CONTRACT ADMINISTRATOR** License No. 102.

If **YOU** have any questions regarding the regulation of the Service **CONTRACT** provider or a complaint against the Obligor, **YOU** may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

If this **CONTRACT** is cancelled within the first thirty (30) days, **WE** will refund the entire **CONTRACT** charge. If this **CONTRACT** is cancelled after the first thirty (30) days, **WE** will refund an amount of the **CONTRACT** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date coverage begins, less a fifty dollar (\$50.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

If **WE** cancel this **CONTRACT WE** shall mail a written notice to **YOU** at the last known address held by **US** before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service **CONTRACT** Holder to the provider, or a substantial breach of duties by the Service **CONTRACT** Holder relating to the covered product or its use. If **WE** cancel this **CONTRACT**, no cancellation fee shall apply. **YOU** may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service **CONTRACT** is canceled.

If a Service **CONTRACT** is cancelled and the provider does not pay the refund or credit the Service **CONTRACT** Holder's account before the 46th day after the date of the return of the Service **CONTRACT** to the provider, the provider is liable to the **CONTRACT** Holder for a penalty in an amount not to exceed ten percent (10%) of the amount outstanding per month.

#### UTAH

This Service **CONTRACT** or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Note: Coverage afforded under this **CONTRACT** is not guaranteed by the Property and Casualty Guarantee Association.

Section D. IN CASE OF A **MECHANICAL BREAKDOWN OR FAILURE**, 1. is amended by adding:

In the event of a **MECHANICAL BREAKDOWN** or failure after the **ADMINISTRATOR'S** office hours, contact the **ADMINISTRATOR** as soon as reasonably possible to report the **FAILURE**.

**WE** may cancel this **CONTRACT** for the following reasons by sending to **YOU** notice of cancellation and the reason for cancellation, via first class mail, to **YOUR** last known address:

1. **WE** may cancel this **CONTRACT** for non-payment of the **CONTRACT** charge. Such cancellation will be effective 10 days after mailing of notice.
2. **WE** may cancel this **CONTRACT** for misrepresentation of a claim. Such cancellation will be effective 30 days after mailing of notice.

The Arbitration Provision section of this **CONTRACT** is stricken in its entirety.

DISCLOSURE: Terms under which this **VSC** Purchase Price is to be paid is one of three methods as follows: (1) the purchase of this **VSC** is included in the total sale price financing, (2) if the car has already been purchased, **YOU** will pay the **VSC** Purchase Price in full with cash or by credit card or (3) **YOU** will contract with a recommended payment plan company that will handle the monthly collections. Terms will vary based on each customer.

#### WASHINGTON

The definition of "**WE, US and OUR**" means the obligor/service **CONTRACT** provider of this **CONTRACT** as stated on the Application Page attached to this **CONTRACT**.

The insurance policy number for the service contract reimbursement policy issued by Wesco Insurance Company is WIC-VOL-VSC-020111. **YOU** may file a claim directly with the Insurance Company at any time.

Section D. IN CASE OF A **MECHANICAL BREAKDOWN OR FAILURE**, 1. is amended by adding:

In the event of a **MECHANICAL BREAKDOWN** or failure after the **ADMINISTRATOR'S** office hours, **YOU** may immediately take **YOUR VEHICLE** to any licensed repair facility. The licensed repair facility must contact the **ADMINISTRATOR** on the next business day to determine whether the **MECHICAL BREAKDOWN** or **FAILURE** is covered pursuant to this **VSC's** provisions. Nothing herein authorizes repairs not otherwise covered under this **VSC**.

**YOU** may cancel this **CONTRACT** by returning it to the **ADMINISTRATOR** or the Insurer. A ten percent (10%) penalty will be added to any refund that is not paid within 30 days of return of the **CONTRACT** to the **ADMINISTRATOR**.

After the first sixty (60) days, **WE** may only cancel this **CONTRACT** for misrepresentation in obtaining this **CONTRACT** or in the submission of a claim. If cancelled, written notice of cancellation, including the actual reason for the cancellation, will be mailed to the last mailing address known to the **ADMINISTRATOR** at least:

1. 10 days before the effective date of cancellation if cancelled for non-payment of the **CONTRACT** charge.
2. 45 days before the effective date of cancellation if cancelled for any other reason.

In the event **YOU** cancel this **CONTRACT** within the first thirty (30) days and no claims have been filed, **YOU** are entitled to a full refund. In the event **YOU** cancel this **CONTRACT** after the first thirty (30) days or if a claim has been authorized or paid, **YOU** will receive a pro-rata refund based on the greater of the days in force or the miles driven related to the term of this **VSC**, less a twenty-five dollar (\$25.00)

#### SPECIAL STATE REQUIREMENTS: WASHINGTON (CONTINUED)

administrative fee. In the event the cost of this **VSC** is part of a retail sales contract, any lender shall be additionally named on any refund check (unless the cancellation is accompanied by a discharge of lien). In the case of a repossession or total loss, then the lender shall have the right to cancel and shall be the sole payee of any refund check. This **VSC** cannot be cancelled by **US** except for fraud or material misrepresentation on **YOUR** part or for **YOUR** failure to pay for this **VSC**.

This Service **CONTRACT** allows for binding arbitration proceedings to be held at a location in closest proximity to the Service **CONTRACT** Holder's permanent residence. The commissioner is the Service **CONTRACT** provider's attorney to receive service of legal process in any action, suit, or proceedings in any court.

The State of Washington is the jurisdiction for any civil action in connection with the motor vehicle service contract. Information Disclosure: As the undersigned, I agree that I have read and understand the following **CONTRACT** provisions and implied warranty disclosure:

1. **TERMS AND CONDITIONS**, Section C. **YOUR RESPONSIBILITIES** and D. **IN CASE OF MECHANICAL BREAKDOWN OR FAILURE**, which outlines Your responsibilities regarding maintenance requirements and filing a claim.
2. **COVERAGE LEVELS**, which outlines the Coverage provided under the **CONTRACT**.
3. **TERMS AND CONDITIONS**, Section F. **CONTRACT PERIOD**, which outlines the time and mileage limitations.
4. The implied warranty of merchantability on the motor vehicle is not waived if this **CONTRACT** has been purchased within ninety days of the purchase date of the motor vehicle from a provider who also sold the motor vehicle covered by this **CONTRACT**.
5. **WHAT IS NOT COVERED**, which outlines conditions where the Contract does not provide Coverage.
6. **TERMS AND CONDITIONS**, Section M. **CANCELLATION**, which outlines the **CONTRACT** cancellation conditions.

Signature \_\_\_\_\_

Date \_\_\_\_\_

#### WISCONSIN

**THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

The following statement replaces the statement of the same in Section E.1. What is Not Covered:

- Payment for repairs may not be made without prior authorization from the **ADMINISTRATOR**. **YOU** may cancel/reject and return the warranty **CONTRACT** within 15 calendar days of the delivery of the warranty **CONTRACT** and receive a full refund less the actual costs or charges needed to issue and service the warranty **CONTRACT**. If this **CONTRACT** is cancelled after 15 calendar days of the delivery of the warranty **CONTRACT**, **YOU** will receive a pro-rata refund based on the greater of days in force or the miles driven related to the term of this **VSC**, less a fifty dollar (\$50) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the **CONTRACT** holder. Arbitration will take place under the laws of the State of Wisconsin and will be held in the **CONTRACT** holder's county of residence or any other county in this state agreed to by both parties.

#### WYOMING

**OUR** obligations under this Vehicle Service **CONTRACT** are insured by a policy issued by the Insurance Company as noted on the Application Page. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, **YOU** may file a claim directly with the Insurance Company.

The provider of the Service **CONTRACT** shall mail a written notice to the Service **CONTRACT** Holder at the last known address of the Service **CONTRACT** Holder in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the Service **CONTRACT** Holder to the provider or a substantial breach of duties by the Service **CONTRACT** Holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. If **YOU** cancel this **CONTRACT** within sixty (60) days of the **CONTRACT PURCHASE DATE**, a ten-percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **CONTRACT** to the provider. In the event the lienholder is named on a cancellation, both the **CONTRACT** Holder and the lienholder will be shown jointly on the cancellation refund check.

The Arbitration Provision section of this **CONTRACT** is stricken in its entirety.

