



## COVERAGE LEVELS

### POWERCare COVERAGE

### INCLUDES ITEMS 1-5

IF THE COVERAGE IN THE CUSTOMER INFORMATION SECTION OF THIS VSC IS POWERCARE, THEN THE FOLLOWING SPECIFIC VEHICLE COMPONENTS (1-5) 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:** All internal, lubricated parts. Cylinder Block; Cylinder Head(s); Harmonic Balancer; Timing Chain, Timing Belt, Balance Shaft Belt, Gears, Pulleys, Guides and Tensioners; Oil Pump; Intake and Exhaust Manifold; Engine Mounts. The following parts are covered only if damaged by the **FAILURE** of an internal, lubricated part: Cylinder Barrels, Timing Chain Cover, Valve Covers, Oil Pan and Rotor Housing.
- TRANSMISSION/TRANSFER CASE:**  
**MANUAL TRANSMISSION/TRANSFER CASE:** All internal, lubricated parts. Flywheel; Transmission Mounts; Clutch Master and Slave Cylinder. The following parts are covered only if damaged by the **FAILURE** of an internal, lubricated part: Transmission Case, Oil Pan and Transfer Case.

**AUTOMATIC TRANSMISSION/TRANSFER CASE:** All internal, lubricated parts. Flex Plate; Vacuum Modulator; Transmission Mounts. Torque Converter if internally damaged. The following parts are covered only if damaged by the **FAILURE** of an internal, lubricated part: Transmission Case, Oil Pan and Transfer Case.

- DRIVE AXLE (FRONT/REAR):** All internal, lubricated parts. Drive Shafts; Axle Bearings; Drive Axles, Stub Axles, Tripod Joints; Universal Joints; Constant Velocity Joints and Boots; Locking Hub Assembly. Drive Axle Housing if damaged due to the **FAILURE** of an internal, lubricated part.
- 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.

**PLEASE NOTE:** Some Mazda VEHICLES require that the Timing Belt be changed at a specific interval. YOU must follow YOUR VEHICLE maintenance schedule as stated in YOUR VEHICLE'S owner's manual to avoid denial of a claim because of improper maintenance. See section "C. YOUR RESPONSIBILITIES" in this VSC for more details.

### PRIMARYCare COVERAGE

### INCLUDES ITEMS 1-10

IF THE COVERAGE IN THE CUSTOMER INFORMATION SECTION OF THIS VSC IS PRIMARYCARE, THEN IN ADDITION TO ITEMS 1-5, THE FOLLOWING SPECIFIC VEHICLE COMPONENTS (6-10) ARE ALSO 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.

- AIR CONDITIONING:** Condenser; Evaporator; Compressor; Accumulator; Receiver Dehydrator; Clutch, Pulley and Field Coil; Idler Pulley and Bearing; Expansion Valve; P.O.A. Valve; Orifice Tube.
- HEATING:** HVAC Blower Motor; Heater Control Switch; Heating Cables; Heater Core. Fluids required as part of a covered repair.
- FUEL SYSTEM:** Fuel Pump(s); Fuel Injectors; Fuel Injection Pump; Fuel Distributor; Fuel Tank; Metal Fuel Lines.

**COOLING SYSTEM:** Water Pump; Radiator; Fan, Viscous Drive, Clutch and Motor; Condenser Fan; Cooling Fan Thermal Switch; Thermostat.

**BRAKING SYSTEM:** ABS Control Unit, Wheel Sensors, Pump and Motor, Accumulator, Actuator Assembly; Master Cylinder; Vacuum/Hydraulic Assist Booster; Wheel Cylinders; Disc Brake Caliper, Pistons and Seals; Proportioning Valve; Metal Hydraulic Lines and Fittings.

### STATEDCare COVERAGE

### INCLUDES ITEMS 1-14

IF THE COVERAGE IN THE CUSTOMER INFORMATION SECTION OF THIS VSC IS STATEDCARE, THEN IN ADDITION TO THE COMPONENTS LISTED IN COMPONENT GROUPS 1-10, THE FOLLOWING SPECIFIC VEHICLE COMPONENTS (11-14) ARE ALSO 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.

- SUSPENSION (FRONT/REAR):** Upper and Lower Control Arms, Control Arm Shaft and Bushings; Upper and Lower Ball Joints; King Pins and Bushings; Torsion Bars; Strut Bar and Bushings; Stabilizer Bar; Links and Bushings; Wheel Bearings; Hub Bearings; Knuckle; Spindle and Support. MacPherson Strut Housing not including Shock Absorber or Insert.
- STEERING:** All lubricated parts contained within the Steering Gear Box. Rack Assembly, Control Valve; Power Steering Pump; Power Cylinder Assembly; Pitman Arm; Idler Arm; Tie Rod Ends; Drag Link; Steering Column Shaft and Coupling.
- ELECTRICAL SYSTEM:** Alternator; Voltage Regulator; Distributor; Ignition Module; Coil; Engine Wiring Harness; Manually-Operated Switches; Wiper Motor(s); Starter

Drive and Solenoid; Starter Motor; Ring Gear; Anti-Detonation Sensors; Factory Installed AM/FM Radio, Cassette Player, C.D. Player and Speakers.

**HIGH-TECH / CONVENIENCE GROUP:** Four-Wheel Steering Center Shaft and Couplings, Power Steering Unit, Control Unit, Control Valve, Speed Sensors and Oil Pump; Turbocharger, Intercooler, Wastegate, Wastegate Actuator/Controller; Supercharger/Lysholm Compressor, Pulley and Clutch; Computerized Timing and Mixture Control Unit and Sensors; Power Door Lock Switches and Actuators; Cruise Control Module, Servo, Engagement Switch; Power Window Motor and Regulators; Power Seat Motor; Power Antenna; Power Sun/Moon Roof Motor; Ignition Switches.

### TOTALCare® COVERAGE

IF THE COVERAGE IN THE CUSTOMER INFORMATION SECTION OF THIS VSC IS TOTALCARE, THEN THIS VSC COVERS ALL COMPONENTS AND PARTS IN THE EVENT OF A MECHANICAL BREAKDOWN OR FAILURE, SUBJECT TO TERMS, CONDITIONS AND EXCLUSIONS (SECTION "E. WHAT IS NOT COVERED") OF THIS VSC.

### ADDITIONAL BENEFITS

### DEDUCTIBLE DOES NOT APPLY TO ADDITIONAL BENEFITS

**RENTAL CAR REIMBURSEMENT:** If YOU must rent a car due to the **FAILURE** of a part covered by this VSC, YOU will be reimbursed for actual expenses incurred (excluding fuel, collision damage waiver and optional insurance charges) for substitute transportation up to the maximum daily rate as indicated in the Additional Benefits section on page one (1) of this VSC, for a maximum of six (6) days per occurrence. The number of days of rental reimbursement will be determined by the **FAILURE** and the reasonable time to repair that **FAILURE**, which may include parts delay. Reimbursement is only applicable when substitute transportation has been rented through a licensed rental agency. Rental Car Reimbursement is not subject to a **DEDUCTIBLE**. In addition, Rental Car Reimbursement will be made for all **FAILURES** covered by Mazda's warranty and not otherwise excluded by this VSC.

**TOWING:** If YOUR VEHICLE must be towed due to the **FAILURE** of a part covered by this VSC, YOU will be reimbursed for reasonable towing charges not to exceed \$100 per **BREAKDOWN**. Any reimbursement shall be for actual towing charges which exceed any payment that YOU receive from Mazda, an insurance company or a motor club. Reimbursement is only applicable when this VEHICLE has been towed by a licensed towing service. Towing is not subject to a **DEDUCTIBLE**. In addition, towing reimbursement will be made for all **FAILURES** covered by Mazda's warranty and not otherwise excluded by this VSC.

**TIRE AND WHEEL (Available on TOTALCare and STATEDCare):** WE will pay by corporate MasterCard® for the cost to replace YOUR tires (original tires as supplied by Mazda and replacement tires of like kind and quality), for the length of this VSC, if damaged

from glass, metal punctures or other road hazard on a public roadway. WE will pay for the replacement of wheels (original wheels as supplied by Mazda and replacement wheels of like kind and quality) rendered unserviceable due to the road hazard damage of a tire covered under this VSC. Unserviceable means that the wheel is unable to seal with the tire, resulting in air loss. YOU must provide receipts. YOUR tire(s) must have at least 3/32" of tread depth at time of blow out or flat for this coverage to apply.

**TRIP INTERRUPTION REIMBURSEMENT (Available on TOTALCare and STATEDCare):** If a **BREAKDOWN** to a covered part, or if a **FAILURE** which is covered under Mazda's warranty and is not otherwise excluded by this VSC, disables YOUR VEHICLE and YOU are required to remain overnight more than 50 miles from YOUR mailing address while repairs are completed, WE will reimburse YOU up to \$300, not to exceed \$100 per day, for the first three (3) consecutive days, for costs incurred by YOU for meals and lodging between the date of **BREAKDOWN** and the date repairs are completed. YOU must provide US with valid lodging and meal receipts in order to be reimbursed.

**TRANSFERABLE:** YOU can transfer this coverage to another private owner of the VEHICLE, subject to terms, conditions and exclusions of this VSC. See section "K. TRANSFER OF THIS CONTRACT" for details.

**RENEWABLE:** YOU can purchase another VSC for the VEHICLE identified in the Customer Information section of this VSC prior to the expiration of the current VSC, subject to terms, conditions and exclusions of this VSC. See section "L. RENEWAL OF COVERAGE" for details.

\*IF THE CORPORATE MASTERCARD IS NOT AN ACCEPTED FORM OF PAYMENT, YOU WILL BE REIMBURSED.

### ROADSIDE ASSISTANCE

**ERA** YOU will also receive Roadside Assistance Benefits, effective for a period equal to this VSC Period, at no additional cost to YOU. Services are provided by and/or through Cross Country Motor Club Inc., Medford, MA 02155, except in Alaska, California, Hawaii, Oregon, Wisconsin and Wyoming where services are provided by and/or through Cross Country Motor Club of California, Inc., Thousand Oaks, CA 91360. If this VSC is cancelled,

then these benefits will be cancelled as well. YOU will receive Roadside Assistance Benefits with complete terms and conditions separately from YOUR VSC that will include the following benefits: 24-hour toll-free emergency dispatch; Emergency towing, even if required for something other than a **MECHANICAL BREAKDOWN** or **FAILURE**; Battery jump start; Fuel delivery; Flat tire service; Lockout service.

### OPTIONAL BENEFITS

### COVERAGES AND DEDUCTIBLES

**COMMERCIAL VEHICLE:** "Commercial" must be identified in the Customer Information section of this VSC if YOUR VEHICLE is to be used for Commercial purposes, which includes but is not limited to VEHICLES used for commercial or government purposes, pick-up, and delivery service, company pool use, or business travel when the VEHICLE is used by more than one driver, deliveries, service or repair calls, route work, job site activities, construction, farming, ranching or hauling. **Commercial Coverage does not include use of the VEHICLE for livery, emergency, taxi or police usage.**

**DISAPPEARING AND ZERO DEDUCTIBLE (ONLY AVAILABLE ON MAX MILES VEHICLE TERM):** If YOU purchased the Disappearing **DEDUCTIBLE** Option, and if YOU return to the **SELLING DEALER** for a covered repair, then YOUR **DEDUCTIBLE** is zero (\$0). If YOU purchased the Zero **DEDUCTIBLE** Option, then YOUR **DEDUCTIBLE** is zero (\$0) for a covered repair.

## 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 THIS VSC.

### DEFINITIONS:

- **ADD-ON MILES VEHICLE TERM:** means the time and mileage limits of the term selected start on this **VSC PURCHASE DATE** and from the mileage on the odometer on that date. Coverage expires when the length of time of the term selected is reached or total mileage on the **VEHICLE** is equal to the sum of the selected mileage plus the stated mileage on the **VEHICLE** at this **VSC PURCHASE DATE**, whichever occurs first.
- **ADMINISTRATOR:** means the company appointed by **US** to administer this **VSC**, Automobile Protection Corporation – APCO.
- **CONTRACT, VSC:** means this **VEHICLE SERVICE CONTRACT (VSC)**. It is a **VSC** 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 **VSC PURCHASE DATE**.
- **DEDUCTIBLE:** means the portion that **YOU** must pay for a covered repair, as indicated in the Customer Information section of this **VSC**.
- **FLAT CANCELLATION:** means **OUR** cancellation of this **VSC** upon the return of this **VSC** to the **ADMINISTRATOR** within 30 days after this **VSC PURCHASE DATE** by **YOU** and no claim has been requested, authorized, or paid to **YOU** or on **YOUR** behalf prior to the return of this **VSC** for a full or 100% return of this **VSC** purchase price.
- **IN-SERVICE DATE:** means the date the **VEHICLE** was first put into service, not the date **YOU** purchased **YOUR VEHICLE**.
- **MAX MILES VEHICLE TERM:** means the time and mileage limits of this **VSC** term selected start on this **VSC PURCHASE DATE** and at ZERO MILES on the odometer. Coverage expires when the length of time of the term selected has reached the expiration date OR the **VEHICLE** has reached this **VSC MAX MILES VEHICLE TERM**, whichever occurs first. (Term mileage is NOT in addition to the existing mileage at time of purchase)
- **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 Mazda's tolerances a **FAILURE** will be considered to have occurred.
- **SELLING DEALER:** means the **DEALER** from whom **YOU** purchased this **VSC**.
- **VEHICLE:** means the **VEHICLE** described in the Customer Information section of this **VSC**.
- **WE, US, OUR:** means the Issuing Provider of this **VSC**.
- **YOU, YOUR:** means the purchaser of this **VSC**.

### 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 reasonable 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 in **YOUR VEHICLE'S** owner's manual. 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 begun 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 the **ADMINISTRATOR** with 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** return **YOUR VEHICLE** to **YOUR SELLING DEALER** for repair of a covered component. Covered repairs may also be performed at any Mazda dealership in the 50 States and Canada, or call toll-free (877)238-8172 for assistance. Covered repairs on **YOUR Mazda VEHICLE** are not to be performed by other than a Mazda dealership except in an emergency situation. In case of an emergency **YOU** may take **YOUR VEHICLE** to any licensed repair facility. Authorization from the **ADMINISTRATOR**, verified by issuance of an authorization code, must be received before any repairs are performed under this **VSC**.

- a. Have **YOUR VSC** number, mileage and date of **FAILURE** ready for the **ADMINISTRATOR**.
- b. Have the authorized service representative contact the **ADMINISTRATOR**.

Upon request, **YOU** must allow the **ADMINISTRATOR** or its authorized representative 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 a Mazda dealership.

2. Submitting A Claim:

Once the claim has been authorized, **YOU** are responsible for payment of the **DEDUCTIBLE** and any items not covered by this **VSC**. Submit the following to the **ADMINISTRATOR**:

- a. A legible, itemized repair order signed by **YOU**.
- b. All sublet bills, towing and rental receipts, when applicable.
- c. All lodging and meal receipts, when applicable.

### E. WHAT IS NOT COVERED

1. **MECHANICAL BREAKDOWN** or **FAILURE**:

- When repairs are performed without prior authorization;
- 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;
- Tire or wheel damage due to traffic accident, improper inflation, overloading, dry rot, tread

separation, defective tire or curb impact damage;

- Wheel damage as a result of continued operation on a flat tire;
- 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 tires, headers, altered ignition system, free flow exhaust system, lift kit and aftermarket alarm systems);
- Related to optional coverage when the applicable optional coverage box in the Customer Information section has not been marked;
- Covered by warranty, repairer's guarantee, other service contract, or insurance policy, regardless of whether each: can or cannot be honored or collected or is unavailable for any reason, including such entity or person providing the warranty, repairer's guaranty, other service contract or insurance policy has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or person or such entity or person makes an assignment for the benefit of creditors;
- Of any part(s), component(s) or repair(s) described as covered by Mazda's warranty for the term and mileage of such coverage at the time of first retail sale, regardless of whether such warranty for part(s), component(s) or repair(s): can or cannot be honored or collected or is invalidated for any reason, including if Mazda has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or such entity makes an assignment for the benefit of creditors;
- If **YOUR VEHICLE** is used for commercial purposes, which includes but is not limited to **VEHICLES** used for commercial or government purposes, pick-up, and delivery service, company pool use, or business travel when the **VEHICLE** is used by more than one driver, deliveries, service or repair calls, route work, job site activities, construction, farming, ranching or hauling, unless Commercial Coverage is indicated in the Customer Information section of this **VSC**;
- If **YOUR VEHICLE** is used for snow plowing or commercially, in a manner which is not included in those coverages. Please see the coverage description in this **VSC** for definitions, coverages and restrictions;
- If **YOUR VEHICLE** is used for racing on or off road, competition or speed contests;
- If **YOUR VEHICLE** is used for towing a trailer unless equipped with a factory-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 or taxi;
- 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 regardless of whether Mazda can or cannot honor or correct such recalled defect or is unavailable for any reason, including such entity or person providing the public recall has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or person or such entity or person makes an assignment for the benefit of creditors;

- 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 non-covered part damaged by a covered part, **unless YOU have TOTALCare coverage**, as indicated in the Customer Information section of this **VSC**;
  - Of a covered part which is damaged by or as a result of sludge, fuel or lubricant contamination, rust or corrosion;
  - Any damage resulting from pre-ignition or detonation, regardless of cause;
  - That occurs prior to this **VSC'S** effective date or is reported after this **VSC'S** expiration.
2. Loss of time, 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. Diagnostic and/or teardown procedures that are not listed, or are in excess of the times listed in the current year's national flat rate hourly guide in conjunction with a covered repair.
  7. Adjustments necessary to correct squeaks, rattles, water leaks or wind noise.
  8. Maintenance/Parts:
    - a. Unless required as part of a covered repair and **YOU** have **TOTALCare** coverage: 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 rotor, 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**.
  9. Other Parts not covered:
    - a. If **YOU** selected **POWERCare** or **PRIMARYCare**: telephones, radar detectors and C.B. radios, VCRs, DVD players, navigation systems, AM/FM radios, cassette players, C.D. players and speakers, graphic equalizers.
    - b. If **YOU** selected **STATEDCare**: telephones, radar detectors and C.B. radios, VCRs, DVD players, navigation systems; non-factory installed AM/FM radios, cassette players, C.D. players and speakers, graphic equalizers (unless an integral part of the factory installed radio).
    - c. If **YOU** selected **TOTALCare**: non-factory installed telephones, radar detectors and C.B. radios, VCRs, DVD players, navigation systems, AM/FM radios, cassette players, C.D. players and speakers, graphic equalizers (unless an integral part of the factory installed radio).
    - d. Bright metal, sheet metal, bumpers, ornamentation moldings, carpet, upholstery, paint, exhaust system, catalytic converter, brake drums, MacPherson strut cartridge insert or shock absorbers, batteries, battery cables, lenses, light bulbs, sealed beams, glass, wheel covers, wheels, interior trim, carburetor, manual clutch components, body seals and gaskets (e.g., weather stripping).
    - e. Convertible tops, glass, plastic, framing, cables, seals or motor (**convertible top motor is covered under TOTALCare**).
  10. 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.
  11. 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.

12. Any costs if verifiable receipts as required in section "C. **YOUR RESPONSIBILITIES**" are not furnished on request.
13. Replacement tires or wheels for which proof of purchase/verifiable receipts are not furnished, when applicable.

**F. CONTRACT PERIOD**

**Application Acceptance.** This document is an application for coverage under a **VSC**. Upon acceptance by the **ADMINISTRATOR**, this application, along with the Customer Information Page becomes this **VSC** and coverage is retroactive to this **VSC PURCHASE DATE**. In the event **YOUR** application is not accepted, **YOU** will receive a refund of this **VSC** purchase price from the **SELLING DEALER**. Nothing herein guarantees acceptance of this application.

- **MAX MILES VEHICLE TERM.** Upon application acceptance, the time and mileage limits of this **VSC** term selected start on this **VSC PURCHASE DATE** and at ZERO MILES on the odometer. Coverage expires when the length of time of the term selected has reached the expiration date OR the **VEHICLE** has reached this **VSC MAX MILES VEHICLE TERM**, whichever occurs first. (Term mileage is NOT in addition to the existing mileage at time of purchase.)
- **ADD-ON MILES VEHICLE TERM.** Upon application acceptance, the time and mileage limits of the term selected start on this **VSC PURCHASE DATE** and from the mileage on the odometer on that date. Coverage expires when the length of time of the term selected is reached or total mileage on the **VEHICLE** is equal to the sum of the selected mileage plus the stated mileage on the **VEHICLE** at this **VSC PURCHASE DATE**, whichever occurs first.

**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 Motor of America, Inc.'s recognized Labor Time Standards and retail labor rates. All repairs or replacements made at Mazda's 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 the **ADMINISTRATOR**.

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**

**ARBITRATION AGREEMENT - NOTICE: YOU, WE AND THE ADMINISTRATOR WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES, INCLUDING DISPUTES FILED IN COURT AS A CLASS-ACTION, BUT HAVE WAIVED THAT RIGHT AND INSTEAD AGREE TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION BASED ON THE TERMS BELOW.**

**AGREEMENT TO ARBITRATE ALL DISPUTES:** Arbitration is a method of resolving any claim, dispute or controversy of whatever kind (collectively "Claim") without filing a lawsuit. **YOU, US** and the **ADMINISTRATOR** (collectively the "Parties") waive our rights to have all Claims resolved by judge or jury. This Arbitration Agreement ("Agreement") sets forth the circumstances and procedures under which the Parties agree that any and all Claims arising from or related to this Agreement, this **VSC** application, this **VSC** itself or the relationship(s) resulting therefrom shall be resolved by binding arbitration under the National Arbitration Forum Commercial Arbitration Rules for the Resolution of Consumer-Related Disputes instead of being litigated in court. For purposes of this Agreement, the term "Claim" is defined as "any claim, dispute or controversy between **YOU** and **US** or the **ADMINISTRATOR**, arising from or relating to this **VSC** application, this **VSC** itself, or the relationship(s) resulting therefrom, including the sale, legality, validity, enforceability or scope of this Agreement, this **VSC** application, this **VSC** or the relationship(s) resulting therefrom." The term "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims as well as claims based upon contract, tort, fraud and other intentional torts, Federal or State statutes, constitutions and regulations, common law and equity.

Either Party may choose, including after the lawsuit is filed, to have Claims between the Parties under or in any way related to this Agreement, this **VSC** application or this **VSC** decided by binding arbitration pursuant to the following procedure: (1) **YOU** must initiate arbitration within 60 days after a claim was denied or upon notification of a dispute. (2) For all other controversies, **YOU** must first notify the **ADMINISTRATOR** in writing of **YOUR** intent to initiate a consumer arbitration and must initiate the consumer arbitration within 60 days after receiving written notice from the **ADMINISTRATOR** that **YOUR** Claim cannot be resolved.

Arbitration shall take place before an arbitrator selected in accordance with the National Arbitration Forum ("NAF") Commercial Arbitration Rules. The arbitration shall take place in **YOUR** county of residence, unless another location is mutually agreed upon by the Parties. **YOU** may start a consumer arbitration by contacting the NAF at (800) 474-2371. NAF rules and forms may be obtained and all Claims may be filed at [www.arb-forum.com](http://www.arb-forum.com), at any NAF office or mailed to the NAF at P.O. Box 50191, Minneapolis, MN 55405-0191. This Addendum involves interstate commerce and is subject to the Federal Arbitration Act (9 U.S.C. section 1 et. seq.). An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

**Attorney Fees.** **WE** will pay **YOUR** total reasonable arbitration fees and expenses that are in excess of \$125. If **WE** or the **ADMINISTRATOR** initiates arbitration, **WE** will pay **YOUR** filing fee. Each Party shall bear the expense of that party's attorneys, experts and witnesses, regardless of which party prevails in the arbitration. To the extent applicable law permits recovery of attorneys' fees and costs by a prevailing Party, this Agreement shall not be construed to limit such recovery where applicable. Thus, **YOU** agree to and hereby waive **YOUR** right to recover **YOUR** attorneys' fees, experts and/or any witness fees and expenses, except where applicable law or arbitration rules otherwise provides.

**Class Action Waiver.** **YOU** agree and hereby waive any right **YOU** may have to litigate in court or arbitrate any Claim on a class-action basis, as either a representative or member of a class or as a private attorney general, or to otherwise pursue any Claim in a class action or class arbitration. This waiver is referred to as a "Class Action Waiver". Notwithstanding anything to the contrary in this Agreement, the validity and effect of the Class Action Waiver shall be determined exclusively by a court. Neither the arbitration administrator nor any arbitrator shall have the power or authority to waive, modify or fail or refuse to enforce the Class Action Waiver, and any attempt to do so, whether by rule or policy, arbitration decision or otherwise shall be invalid and unenforceable.

**Severability; Exception To Severability.** If any part, clause or condition of this Arbitration Agreement is determined by a court or the arbitrator(s) to be partially or wholly invalid, unenforceable or inoperative for any reason whatsoever, such determination shall not affect any other provision or portion hereof, which shall continue to be effective as though

such invalid, inoperative or unenforceable part, clause or condition had not been made, and all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible, except that if the Class Action Waiver is deemed invalid or unenforceable with respect to any Claim, then this Arbitration Agreement shall, upon election of either **YOU**, the **ADMINISTRATOR** or **US**, be invalidated and unenforceable in its entirety with respect to any Claim(s). If there is a conflict or inconsistency between this Agreement and any other provision of **YOUR VSC** application or **VSC**, the terms of this Arbitration Agreement shall govern. See section "O. ADDITIONAL STATE INFORMATION" for supplementary state specific arbitration language.

**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. \$50 transfer fee.
3. This **VSC**.
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. RENEWAL OF COVERAGE**

**YOU** may purchase another **VSC** for the **VEHICLE** identified in the Customer Information section of this **VSC** prior to the expiration of this **VSC**, subject to the following:

1. The **VEHICLE** is eligible for whichever term **YOUR VEHICLE** qualifies for under then current underwriting guidelines.
2. Renewal of Coverage is requested by **YOU** in writing to the **ADMINISTRATOR** prior to 15 days and 1,000 miles before expiration of this **VSC**. See section "F. CONTRACT PERIOD" to determine when this **VSC** expires.
3. **YOU** must provide **US** with verifiable service records indicating proper maintenance to the **VEHICLE** has been performed.
4. The **VEHICLE** is made available for inspection, if requested by **US** or the **ADMINISTRATOR**.

**M. 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. This **VSC**.
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 a 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 \$25 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 "P. STATE SPECIFIC CANCELLATION CLAUSES".

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 under this **VSC** are guaranteed under a service contract reimbursement insurance policy issued by Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211. In the event **WE** do not pay any valid claim within 60 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. The phone number is **(800) 423-4566**.

**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.

**O. ADDITIONAL STATE INFORMATION** 3631118 (010) 12/08

- **ALASKA:** If there is a conflict between the state statutes and the rules of the National Arbitration Forum or the Federal Arbitration Act, arbitration under this **VSC** will be governed by the Alaska Revised Uniform Arbitration Act (AS 09.43.300 - 09.43.595). See section "J. ARBITRATION AGREEMENT" for details. Upon receipt of a properly executed statement of claim, for a prior authorized repair, any claim not in dispute shall be paid within 30 working days. See section "N. INSURANCE" for details.
- **CONNECTICUT:** If **YOUR VSC** term expires while **YOUR VEHICLE** is in the repair facility for an authorized repair, **YOUR VSC** will be automatically extended while any authorized repairs covered under **YOUR VSC** are being done and **YOUR VEHICLE** is in the custody of the repair shop. For resolution of disputes, a written complaint may be mailed to the 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 **VEHICLE**, the cost of repair of the **VEHICLE** and a copy of this **VSC**.
- **IDAHO:** Coverage afforded under this **VSC** is not guaranteed by the Property and Casualty Guarantee Association.
- **IOWA:** For problems or questions pertaining to this **VSC**, **YOU** may contact the Iowa Commissioner at the Iowa Insurance Department, 330 Maple Street, Des Moines, Iowa 50319-0065, (515)281-6348.
- **KENTUCKY:** Transfer fee is not applicable.
- **MISSISSIPPI:** Section "J. ARBITRATION AGREEMENT" is not applicable and is considered removed, for residents of the State of Mississippi.
- **MISSOURI:** Under section "D. IN CASE OF MECHANICAL BREAKDOWN OR FAILURE", number one (1) is amended to include the following language: 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**. Under section "J. ARBITRATION AGREEMENT" in the second paragraph, the word "Either" is deleted and replaced with the following "Provided both parties mutually agree to binding arbitration at the time of the dispute, either".
- **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.
- **OKLAHOMA: COMMERCIAL VEHICLE CONTRACTS ARE NOT REGULATED BY THE OKLAHOMA DEPARTMENT OF INSURANCE.**
- **SOUTH CAROLINA:** If this **VSC** provider does not resolve a disputed claim within 60 days of proof of loss, **YOU** may contact the South

Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105 or by calling (800)768-3467.

- **TEXAS:** Any unresolved complaints concerning a registrant or questions concerning this **VSC** provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 or by calling (800)803-9202 or (512) 463-2906.
- **UTAH:** Under section "D. IN CASE OF MECHANICAL BREAKDOWN OR FAILURE", number one (1) is amended to include the following language: 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**. Section "J. ARBITRATION AGREEMENT" is amended to include the following language as the first paragraph: **ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE NATIONAL ARBITRATION FORUM OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.** Under section "J. ARBITRATION AGREEMENT", the third paragraph is amended as follows: Either Party may choose, including after the lawsuit is filed, to have Claims between the Parties under or in any way related to this Agreement, this **VSC** application or this **VSC** decided by binding arbitration pursuant to the following procedure: (1) **YOU** must initiate arbitration within 36 months after a claim was denied or upon notification of a dispute. (2) For all other controversies, **YOU** must first notify the **ADMINISTRATOR** in writing of **YOUR** intent to initiate a consumer arbitration and must initiate the consumer arbitration within 36 months after receiving written notice from the **ADMINISTRATOR** that **YOUR** Claim cannot be resolved. For Utah residents, the Class Action Waiver does not apply to dispute resolution in any small claims court having jurisdiction. For section "N. INSURANCE", coverage afforded under this **VSC** is not guaranteed by the Property and Casualty Guarantee Association. This **VSC** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **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 this **VSC** Purchase Price in-full in 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.
- **WISCONSIN:** Under section "E. WHAT IS NOT COVERED" part one (1), the first bullet is replaced by the following: "Payment for repairs may not be made without prior authorization from the **ADMINISTRATOR**." Under section "J. ARBITRATION AGREEMENT" in the second paragraph, the word "Either" is deleted and replaced with the following "Provided both parties mutually agree to binding arbitration at the time of the dispute, either". For section "N. INSURANCE", **THIS VSC IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. FOOTERS: PAYMENT FOR REPAIRS MAY NOT BE MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR, SEE SECTION D.1.**
- **WYOMING:** All claims, disputes and controversies of whatever kind between **YOU** and **US** arising from or relating to this **VSC** will be resolved in accordance with the Wyoming Arbitration Act.

**P. STATE SPECIFIC CANCELLATION CLAUSES**

For information on how **YOU** may cancel this **VSC**, see section "M. CANCELLATION". In addition, 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**.

- ALABAMA: **YOU** may return this **VSC** within 30 days of this **VSC PURCHASE DATE**. If no claim has been made under this **VSC**, this **VSC** shall be void and **WE** shall refund **YOU** the full purchase price of this **VSC**. A ten percent (10%) penalty per month shall be added to a **FLAT CANCELLATION** refund not paid within 45 days after the **FLAT CANCELLATION** of this **VSC**. The full refund applies only to the original purchaser of this **VSC** under the above provisions. In the event **YOU** make a written demand for cancellation of this **VSC** pursuant to the terms of this **VSC**, **WE** shall refund to **YOU** the pro rata amount of this **VSC** purchase price. Any refund may be credited to any outstanding balance of the account of this **VSC** holder, and the excess, if any, shall be refunded to this **VSC** holder. If the original **VSC** purchaser or **VSC** holder elects cancellation, **WE** may retain a \$25 cancellation fee, except in a **FLAT CANCELLATION**.
- ALASKA: The definition of **FLAT CANCELLATION** is amended as follows: "**FLAT CANCELLATION**: means **OUR** cancellation of this **VSC** upon the return of this **VSC** to the **ADMINISTRATOR** within 60 days after this **VSC PURCHASE DATE** by **YOU** and no claim has been requested, authorized or paid to **YOU** or on **YOUR** behalf prior to the return of this **VSC** for a full or 100% return of this **VSC** purchase price.  
After 60 days, or if a claim has been authorized or paid, **WE** will retain a cancellation fee of 7.5% of the unearned pro rata **VSC** purchase price, not to exceed \$25, to be based on the greater of days in force or the miles driven, as related to **YOUR VSC'S** term. If **WE** cancel this **VSC**, the unearned **VSC** price will be returned or credited within 45 days after notice of cancellation is given.
- CONNECTICUT: **YOU** have the right to cancel this **VSC** if **YOUR VEHICLE** is returned, sold, lost, stolen or destroyed.
- GEORGIA: **YOU** may cancel this **VSC** at anytime by sending **US** this **VSC** and a notarized affidavit which verifies the mileage on **YOUR VEHICLE** at the date **YOU** requested cancellation. Any cancellation refund will be calculated on a pro rata basis and **YOU** will receive the lesser of the unused portion of the days or mileage that this **VSC** has been in effect compared to the **CONTRACT** Term shown in the Customer Information section of this **VSC**. If this **VSC** names a lienholder, **WE** will make the lienholder the co-payee of any refund, except, **WE** will make the lienholder the sole payee if **YOUR VEHICLE** has been repossessed or is a total loss, unless **YOU** provide **US** with proof that the lienholder has been paid.  
In the event of cancellation of this **VSC** within the first 30 days, **YOU** are entitled to a full refund. After this **VSC** has been in effect for more than 30 days, a short rate penalty of up to ten percent (10%) (not to exceed \$25) will be deducted from any cancellation refund. **CANCELLATION REFUNDS WILL BE PAID BY THE SELLING DEALER/RETAILER**.
- HAWAII: A ten percent (10%) penalty per month shall be added to a **FLAT CANCELLATION** refund not paid within 45 days after the **FLAT CANCELLATION** of this **VSC**.
- ILLINOIS: In the event **YOU** request a cancellation of this **VSC** within the first 30 days after its purchase and if no service has been provided as authorized by the **ADMINISTRATOR**, **YOU** will be paid a full refund. After 30 days, or if a claim has been authorized by the **ADMINISTRATOR**, **YOU** will receive a pro rata refund of this **VSC** price, based upon the greater of days in force or the miles driven, as related to the term of this **VSC**, minus a cancellation fee not to exceed the lesser of ten percent (10%) of this **VSC** price or \$25. 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.
- IOWA: A ten percent (10%) penalty per month shall be added to a **FLAT CANCELLATION** refund not paid within 30 days after the **FLAT CANCELLATION** of this **VSC**.
- KENTUCKY: Cancellation fee is not applicable.
- MARYLAND: A ten percent (10%) penalty per month shall be added to a **FLAT CANCELLATION** refund not paid within 45 days after the **FLAT CANCELLATION** of this **VSC**.
- MINNESOTA: In the event of cancellation of this **VSC** within the first 30 days, **YOU** are entitled to a full refund if no claim has been paid. A ten percent (10%) penalty per month shall be added to a **FLAT CANCELLATION** refund not paid within 45 days after the **FLAT CANCELLATION** of this **VSC**. After 30 days, or if a 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 \$25 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.
- MISSOURI: The definition of **FLAT CANCELLATION** is amended as follows: "**FLAT CANCELLATION**: means **OUR** cancellation of this **VSC** upon the return of this **VSC** to the **ADMINISTRATOR** within 60 days after this **VSC PURCHASE DATE** by **YOU** and no claim has been requested, authorized or paid to **YOU** or on **YOUR** behalf prior to the return of this **VSC** for a full or 100% return of this **VSC** purchase price. The full refund applies only to the original purchaser of this **VSC** under the above provisions." A ten percent (10%) penalty per month shall be added to a **FLAT CANCELLATION** refund not paid within 30 days after the **FLAT CANCELLATION** of this **VSC**.  
After 60 days, or if a claim has been authorized or paid, **WE** shall refund to **YOU** a pro rata amount based on the greater of days in force or the miles driven related to the term of this **VSC**, minus a \$25 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. **WE** shall mail a written notice to **YOU** within 15 days of the date this **VSC** is cancelled.
- NEVADA: In the event **WE** cancel this **VSC** within the first 30 days, **YOU** are entitled to a full refund. After 30 days, or if a claim has been authorized or paid, **WE** will retain an amount based on the greater of days in force or the miles driven related to the term of this **VSC**.  
Cancellation of this **VSC** will not become effective until at least 15 days after the notice of cancellation is mailed to **YOU**. A ten percent (10%) penalty shall be added each 30 days to a **FLAT CANCELLATION** refund not paid within 45 days after the **FLAT CANCELLATION** of this **VSC**.
- NEW MEXICO: Cancellation of this **VSC** by **US** will not become effective until at least 15 days after the notice of cancellation is mailed to **YOU**. A ten percent (10%) penalty shall be added each 30 days to a **FLAT CANCELLATION** refund not paid within 60 days after the **FLAT CANCELLATION** of this **VSC**.

- NEW YORK: **YOU** may return this **VSC** within 30 days of this **VSC PURCHASE DATE**. If no claim has been made under this **VSC**, this **VSC** shall be void and **WE** shall refund **YOU** the full purchase price of this **VSC**. A ten percent (10%) penalty per month shall be added to a **FLAT CANCELLATION** refund not paid within 30 days of the **FLAT CANCELLATION** of this **VSC**. The full refund applies only to the original purchaser of this **VSC** under the above provisions. After 30 days, or if a claim has been authorized or paid, **WE** shall refund to **YOU** a pro rata amount based on the greater of days in force or the miles driven related to the term of this **VSC**, minus a \$25 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.
- OKLAHOMA: In the event **YOU** cancel this **VSC** within the first 30 days and no claim has been authorized or paid, **YOU** are entitled to a full refund. If **YOU** cancel this **VSC** after 30 days, or have made a claim within the first 30 days, **WE** shall retain ten percent (10%) of the unearned pro rata **VSC** purchase price or \$25, whichever is less. In the event this **VSC** is cancelled by **US**, **YOUR** refund shall be based upon 100% of the unearned pro rata **VSC** purchase price. 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. Proof of mailing the notice of cancellation to **YOU** at the address shown on this **VSC** shall be sufficient proof of notice.
- SOUTH CAROLINA: A ten percent (10%) penalty per month shall be added to a **FLAT CANCELLATION** refund not paid within 45 days after the **FLAT CANCELLATION** of this **VSC**.
- TEXAS: A ten percent (10%) penalty per month shall be added to a **FLAT CANCELLATION** refund not paid within 45 days after the **FLAT CANCELLATION** of this **VSC**.
- UTAH: The cancellation of this **VSC** is effective no sooner than 30 days after the delivery or first-class mailing of a written notice to the policyholder. Cancellation for nonpayment of premium is effective no sooner than ten (10) days after delivery of first-class mailing of a written notice to the policyholder. Notice of cancellation for nonpayment of premium shall include a statement of the reason for cancellation.
- VERMONT: **YOU** may return this **VSC** within 30 days of this **VSC PURCHASE DATE**. In the event of cancellation within 30 days of this **VSC PURCHASE DATE**, if no claim is made under this **VSC**, this **VSC** shall be void and **WE** shall refund **YOU** the full purchase price of this **VSC**. After 30 days from this **VSC PURCHASE DATE**, or if a claim has been authorized or paid, **YOU** shall 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 \$25 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.
- WYOMING: A ten percent (10%) penalty per month shall be added to a **FLAT CANCELLATION** refund not paid within 45 days after the **FLAT CANCELLATION** of this **VSC**.

PLEASE CALL CUSTOMER SERVICE AT (877)238-8172 SHOULD YOU HAVE A CHANGE OF MAILING ADDRESS, E-MAIL ADDRESS OR TELEPHONE NUMBER.

**NO PAYMENT FOR REPAIRS WILL BE MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR, SEE SECTION D. 1.**  
 CALL (877)238-8172 FOR CLAIMS SERVICE AND CUSTOMER SERVICE  
 ISSUING PROVIDER: MAZDA MOTOR OF AMERICA, INC., P.O. BOX 2368 • NORCROSS, GA 30091-2368  
 ADMINISTRATOR: AUTOMOBILE PROTECTION CORPORATION – APCO, P.O. BOX 2368 • NORCROSS, GA 30091-2368