



# BBB AUTO LINE PROGRAM SUMMARY

## *Mazda*

Mazda has agreed to arbitrate certain claims covered by the applicable state lemon law. Mazda has also agreed to arbitrate certain warranty claims not covered by the lemon law. This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE.

### LEMON LAW CLAIMS

A claim seeking relief under the applicable state lemon law must meet all standards of that law. The claim must be received by BBB AUTO LINE within the time period for filing a legal action under that law. Please see the attached description of the applicable state lemon law provisions.

If the claim meets all standards set out by the applicable state lemon law, **the arbitrator will award a repurchase** unless the applicable state warranty law (lemon law) specifically provides the consumer with the option of either repurchase or replacement (and the arbitrator has determined that replacement is the appropriate resolution.)

The award will include all remedies specifically provided by that law **excluding** attorneys' fees, any penalties or multiple damages. Please see the attached description of the applicable state lemon law provisions.

Please note:

- ◆ The award will be reduced for the customer's use of the vehicle in accordance with the applicable state lemon law.
- ◆ The award will not include reimbursement for cancelable auxiliary insurance, service, maintenance, or other contracts purchased by the consumer from the dealer at time of sale or lease unless specifically provided by the lemon law. The consumer must cancel these contracts for a pro-rated refund.
- ◆ The arbitrator may adjust the award based on damage to the vehicle exceeding normal wear and tear.
- ◆ The award will not include debt from a previous transaction.
- ◆ The award will not include any manufacturer rebate the customer received or used as a downpayment or capitalized cost reduction.

## **WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW**

A claim that does not meet all standards of the applicable state lemon law may be eligible to receive other remedies if it meets certain conditions. Please see the attached description of “non-lemon law” warranty claims that may be resolved through BBB AUTO LINE.

## **CUSTOMER RESPONSIBILITIES**

At the time of the repurchase or replacement transaction, the customer’s vehicle must be currently registered. The customer will be responsible for turning over the vehicle with all of the original equipment and without abnormal wear or damage evident on the vehicle. The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

## **CLAIMS THAT WILL NOT BE ARBITRATED**

- ◆ Claims involving vehicles with a non-U.S. warranty, or salvaged, “total loss” or similarly branded titled vehicles.
- ◆ Claims alleging that an airbag failed to deploy or deployed when it should not have.
- ◆ Claims covered by insurance or by warranties of other manufacturers.
- ◆ Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has caused an accident or fire that resulted in damage to any vehicle or damage to property.
- ◆ Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has caused bodily injury.
- ◆ Claims seeking compensation for loss of wages, personal injury or mental anguish.
- ◆ Claims seeking damages for fraud or other violations of law, punitive damages, penalties or multiple damages.
- ◆ Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Mazda.

## **OTHER IMPORTANT INFORMATION**

- ◆ The customer must own or lease the vehicle throughout the entire arbitration process.
- ◆ If the customer files suit or a state administrative action against Mazda prior to the completion of the arbitration process, Mazda will not be obligated to continue with the arbitration.

- ◆ A test drive may be taken in the vehicle only if the customer has liability insurance that satisfies his/her state's minimum requirements.

**The BBB will let the parties know if other restrictions apply.**

## **WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW**

### **Time Period for Filing Claims**

Claims must be received by BBB AUTO LINE within three years or 36,000 miles – whichever comes first – after the date of the vehicle's original in service date. If the claim involves a warrantable defect covered under Mazda's Powertrain Warranty, the claim must be received within 5 years or 60,000 miles – whichever comes first – after the vehicle's original in-service date.

### **Eligible Claims**

Claims must be based on a defect in the vehicle's material or workmanship that is covered by the Mazda New Vehicle Limited Warranty.

### **Eligible Vehicles**

The customer's vehicle must be:

- ◆ Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;
- ◆ Purchased or leased, registered, and normally operated in the United States; and
- ◆ Covered by a United States warranty.

### **Remedies for Warranty Claims**

The arbitrator may award the following remedies:

- ◆ Repairs.
- ◆ Reimbursement for money the customer paid to repair the vehicle.

### **Repairs/Reimbursement for Repairs**

The arbitrator may award repairs to, or reimbursement for money paid for the repair of, warrantable defects in material or workmanship. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.