# BBB AUTO LINE PROGRAM SUMMARY

# *Kia-Arizona*

## AGE/MILEAGE REQUIREMENTS

**If you are seeking repairs to your vehicle or reimbursement for past repairs,** you must file your claim within three years or 36,000 miles – whichever comes first – of the date your vehicle was first put into use.

**If you are seeking the repurchase or replacement of your vehicle,** you must file your claim within two years or 24,000 miles – whichever comes first – of the date your vehicle was first put into use.

## ELIGIBLE VEHICLES

- Your vehicle must be owned or leased in the name of an individual OR used primarily for personal, family, or household purposes;
- your vehicle must have been imported into the United States by Kia; **and**
- your vehicle must have been sold or leased in the United States and must be registered in the United States.

## ELIGIBLE CLAIMS

Claims must allege a defect in material or workmanship covered by the Kia new vehicle limited warranty.

Unless you are seeking reimbursement for past repairs, the condition for which you are seeking a remedy must currently exist.

## BBB AUTO LINE REMEDIES

- You may seek repairs to your vehicle.
- You may seek reimbursement for money you paid to repair your vehicle.
- You may seek the repurchase of your vehicle.
- You may seek to have your vehicle replaced with a new vehicle.

## REPAIRS

The arbitrator may award repairs to correct a defect in your vehicle's material or workmanship that is covered by Kia's written new-vehicle warranty. The arbitrator may not order a change in your vehicle's options or its design.

# REPURCHASE/REPLACEMENT

## Repurchase or Replacement Under the Lemon Law

If an arbitrator decides you are entitled to a repurchase or replacement vehicle under the standards of the Arizona lemon law, you will be awarded all the remedies provided under that law.

The award will not include any Kia rebate you received.

The attached *STANDARDS OF THE ARIZONA LEMON LAW* explains the lemon law standards.

The attached *REMEDIES UNDER THE ARIZONA LEMON LAW* explains what remedies are provided under the lemon law.

The arbitrator will reduce your award by deducting for the vehicle's use. See the attached *REMEDIES UNDER THE ARIZONA LEMON LAW*. The arbitrator will also reduce your award based on damage to your vehicle exceeding normal wear and tear.

## Repurchase or Replacement Not Under the Lemon Law

If an arbitrator decides you are entitled to a repurchase or replacement but you do not meet the standards of the Arizona lemon law, you will be awarded the remedies set out in the attached *REMEDIES IF REPURCHASE/REPLACEMENT IS AWARDED-Non-Lemon Law.*

## Customer responsibilities if repurchase is awarded

If a repurchase or replacement is awarded, you will be responsible for turning over the vehicle with a current registration and in a similar condition as it was at the time of the hearing. You will also be responsible for providing clear title to the vehicle, along with a copy of your finance agreement, account number, and interest paid to date (if applicable), and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

# CLAIMS THAT MAY NOT BE ARBITRATED

**The following claims are not eligible for BBB AUTO LINE:**

- Disputes between a consumer and a Kia dealer;
- Claims alleging that an airbag failed to deploy or deployed when it should not have;
- Claims for damage to, or repair of, parts not manufactured, distributed or authorized by Kia;
- Claims covered by insurance or by warranties of other manufacturers;

- Claims involving a vehicle defect if you allege – either as part of your 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 you allege – either as part of your BBB AUTO LINE claim or at any other time – that the vehicle defect has caused bodily injury;
- Repair or reimbursement claims that are not covered by Kia's written new-vehicle warranty or a Kia extended service contract, but are covered by a non-Kia service contract.
- Claims for legal fees, loss of wages, depreciation or loss of value, or any consequential damages;
- Claims for personal injury or mental anguish;
- Claims for punitive damages;
- Allegations of fraud or other violations of law;
- Claims that have been resolved by a previous mediation or arbitration, court action, settlement, or agreement between you and Kia.

# OTHER IMPORTANT INFORMATION

- You must own or lease the vehicle throughout the entire arbitration process.
- If you file suit against Kia prior to the completion of the arbitration process, Kia will not be obligated to continue with the arbitration.
- An independent technical expert will automatically be appointed to inspect your vehicle prior to every arbitration in which a repurchase or replacement is sought, unless both parties agree in writing that a technical expert should not be used. The technical expert's report will be provided to both parties with the *Notice of Hearing* and *Agreement to Arbitrate*.
- A test drive will not be taken in your vehicle unless you have liability insurance that satisfies your state's minimum requirements.

**The BBB will let you know if other restrictions apply.**

## REMEDIES IF REPURCHASE/REPLACEMENT IS AWARDED

## NON-LEMON LAW

### Repurchase Of Owned Vehicles

If an arbitrator decides you are entitled to a repurchase of an owned vehicle, but you do not meet the standards of the lemon law, you will be awarded the actual amount you paid for the vehicle, less any manufacturer rebates you received. This will not include taxes, fees, finance and other charges, debt from a previous transaction, non-manufacturer items installed by a dealer or the consumer, non-Kia service contracts, and insurance policies.

The arbitrator will reduce your award by deducting for the vehicle's use in accordance with the following formula:

$$\text{deduction} = \frac{\text{\# miles at time of arbitration hearing}}{100{,}000} \times \text{purchase price}$$

The arbitrator will also make a deduction based on damage to the vehicle exceeding normal wear and tear or for other equitable reasons (for example, debt from a previous transaction).

### Repurchase Of Leased Vehicles

If an arbitrator decides you are entitled to a repurchase of a leased vehicle, but you do not meet the standards of the lemon law, the lessor will receive:

1. The payoff amount pursuant to the lease agreement;
2. MINUS the security deposit;
3. MINUS any refund due for the unexpired portion of an extended warranty and/or insurance policy included in the lease contract.

The lessee will receive:

1. Base monthly payments paid until time of repurchase UP TO A MAXIMUM AMOUNT CALCULATED ACCORDING TO THE FOLLOWING FORMULA:
   Maximum = 105% of [net capitalized cost of the lease or vehicle M.S.R.P., whichever is lower] MINUS payoff amount;
2. PLUS the security deposit;
3. PLUS the trade-in allowance/down payment (capitalized cost reduction).

The arbitrator will reduce your award by deducting for the vehicle's use in accordance with the following formula:

$$\text{deduction} = \frac{\text{\# miles at time of arbitration hearing}}{100{,}000} \times \text{capitalized cost}$$

The arbitrator will also make a deduction based on damage to the vehicle exceeding normal wear and tear or for other equitable reasons (for example, debt from a previous transaction).

## Replacement of a vehicle purchased or leased new

If an arbitrator decides you are entitled to a replacement but you do not meet the lemon law standards, the arbitrator may award a replacement vehicle from the same model year that is new and is substantially identical to your current vehicle (not including any modifications or additions after the vehicle's purchase or lease).

If a replacement vehicle from the same model year is not available, the arbitrator may award a replacement vehicle from subsequent model years. In that case, however, the Manufacturer's Suggested Retail Price (M.S.R.P.) of the replacement vehicle will not exceed 105% of the M.S.R.P. of your current vehicle.

The arbitrator will require that you pay for the vehicle's prior use in accordance with the appropriate formula above, and will also deduct for damage to your vehicle exceeding normal wear and tear.

**Important:** If an arbitrator decides your claim does not meet the lemon law standards, replacement is not an available remedy if the current customer purchased or leased a used vehicle.