



## **BBB AUTO LINE PROGRAM SUMMARY**

### ***Mercedes-Benz – Kentucky***

#### **AGE/MILEAGE REQUIREMENTS**

- You must file your claim within two years or 25,000 miles – whichever comes first – of the date of your vehicle's initial retail delivery.

#### **ELIGIBLE VEHICLES**

- Your vehicle must be owned or leased in the name of an individual OR used for personal, family, or household purposes; and
- Your vehicle must have a valid United States warranty and must be registered in the United States.

#### **ELIGIBLE CLAIMS**

Claims must allege a defect in material or workmanship covered by the Mercedes-Benz New Vehicle Limited Warranty.

#### **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 Mercedes-Benz's New Vehicle Limited Warranty. The arbitrator may not order a change in your vehicle's options or its design.

#### **REPURCHASE/REPLACEMENT**

In order to be awarded a repurchase or replacement, you must meet the standard established by the Kentucky lemon law. If an arbitrator decides your claim meets the lemon law standards, you will be awarded all of the remedies provided under that law.

The award will not include any Mercedes-Benz rebate you received.

The attached STANDARDS OF THE KENTUCKY LEMON LAW explain the lemon law standards. The attached REMEDIES UNDER THE KENTUCKY LEMON LAW explain 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 KENTUCKY LEMON LAW. The arbitrator will also reduce your award based on damage to your vehicle exceeding normal wear and tear.

### **Customer responsibilities if repurchase or replacement 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 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**

#### **Mercedes-Benz is not precommitted to arbitrate the following claims:**

- Claims for legal fees, loss of wages, depreciation or loss of value, or any consequential damages;
- Claims covered by insurance or by warranties of other manufacturers;
- Claims for personal injury or mental anguish;
- Claims for punitive damages;
- 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;
- 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 Mercedes-Benz.

### **OTHER IMPORTANT INFORMATION**

- You must own or lease the vehicle throughout the entire arbitration process.
- If you file suit against Mercedes-Benz prior to the completion of the arbitration process, Mercedes-Benz will not be obligated to continue with the arbitration.
- 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.**