Subaru has agreed to arbitrate claims covered by the applicable state 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 set out by that law. The claim must involve a vehicle that is used in the manner required by the lemon law, and must be received by BBB AUTO LINE within the time period for filing a legal or administrative action under that law. Please see the attached description of applicable state lemon law provisions.

If the claim meets all standards set out by the applicable state lemon law, the arbitrator will award a refund or replacement vehicle including all remedies specifically provided by that law except attorney’s fees, any penalties or multiple damages.

Please note:

♦ The award will be reduced for the customer’s use of the vehicle in accordance with the applicable state lemon law.
♦ The arbitrator may adjust the award based on damage to the vehicle exceeding normal wear and tear.
♦ The award will not include any trade-in over-allowance or 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.

CUSTOMER RESPONSIBILITIES

At the time of a repurchase or replacement transaction, the customer’s vehicle must be currently registered. 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 a vehicle that was not distributed by Subaru or is not registered and normally operated in the 50 United States and Washington, D.C.
- Claims involving a salvaged, “total loss” or similarly branded title vehicle.
- Claims involving a product not manufactured by Subaru unless it is included by Subaru as original equipment on a Subaru vehicle.
- 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 (1) bodily injury, or (2) an accident or fire that resulted in damage to any vehicle or damage to property.
- Allegations of fraud or other violations of law.
- Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- Claims that have been resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Subaru or an authorized U.S. Subaru dealer.

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 Subaru [or an authorized U.S. Subaru dealer] prior to the completion of the arbitration process, Subaru 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.