BMW – Georgia

BMW has agreed to arbitrate certain unresolved claims alleging defects in the material or workmanship in its vehicles and/or the inability to repair a vehicle so that it conforms to the written warranty. This Program Summary describes the claims that may be resolved through BBB AUTO LINE.

AGE/MILEAGE REQUIREMENTS

If you are seeking the repurchase or replacement of your vehicle under the Georgia lemon law, your vehicle must have at least one of the following:

1. A serious safety defect in the braking or steering system that was not corrected after being subject to repair at least once during the lemon law rights period*;
2. Any other serious safety defect that was not corrected after being subject to repair at least once during the lemon law rights period* and at least once more within two years or 24,000 miles (whichever comes first) after the first repair attempt during the lemon law rights period*;
3. A defect or condition that was not corrected after being subject to repair at least once during the lemon law rights period* and at least twice more within two years or 24,000 miles (whichever comes first) after the first repair attempt during the lemon law rights period*; or
4. The vehicle is out of service by reason of repair to one or more nonconformities for at least 15 days during the lemon law rights period*, and for a total of 30 days within any period of 24 months or 24,000 miles (whichever occurs first) after the first repair attempt that occurs during the lemon law rights period*.

All other claims must be received by BBB AUTO LINE within two years or 24,000 miles – whichever comes first – after the date your vehicle was originally delivered to a buyer or lessee.

ELIGIBLE VEHICLES

Claims within the above age/mileage requirements may be filed for vehicles that are:

- used primarily for personal, family, or household purposes; or
- owned or leased by a business that is the owner or lessee of no more than three motor vehicles and that has ten or fewer employees and a net income after taxes of $100,000 or less per annum for federal income tax purposes.

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* The lemon law rights period means the period ending one year after the date of your vehicle’s original delivery to a consumer or the first 12,000 miles of operation after your vehicle’s original delivery to a consumer, whichever comes first.
ELIGIBLE CLAIMS
Claims must allege a defect in material or workmanship of a BMW vehicle.

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 BMW’s written new vehicle limited 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 under the standards of the Georgia lemon law, you will be awarded all the remedies provided under that law including reasonable attorney’s fees.

The attached Standards of the Georgia Lemon Law explains the lemon law standards. The attached Remedies under the Georgia Lemon Law explains what remedies are provided under the lemon law.

The arbitrator will reduce your award by deducting a reasonable offset for use in accordance with the Georgia lemon law. See the attached Remedies under the Georgia Lemon Law.

Repurchase or replacement not under the lemon law

Repurchase of owned vehicles
If an arbitrator decides you are entitled to a repurchase for an owned vehicle but you do not meet the lemon law standards, the maximum amount that may be awarded is the actual amount you paid for the vehicle, excluding taxes, fees, finance and other charges.

Repurchase of leased vehicles
If an arbitrator decides you are entitled to a repurchase of a leased vehicle but you do not meet the lemon law standards, the lessor will receive the pay-off amount pursuant to the lease agreement, and the lessee will receive any trade-in allowance/downpayment and all base monthly payments actually paid, excluding all collateral charges (e.g., taxes, fees, and finance/lease charges).
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 that is new and substantially identical to your current vehicle (excluding any modifications or additions after the vehicle’s purchase or lease). The Manufacturer’s Suggested Retail Price (M.S.R.P.) of the replacement vehicle may not exceed 105% of the M.S.R.P. of your current vehicle. **Note: Replacement is not an available remedy if the current vehicle was purchased used.**

Allowance for use

If a repurchase or replacement is awarded and you do not meet the lemon law standards, the arbitrator will reduce your award by deducting for the vehicle’s use in accordance with the following formula:

\[
\text{Use Payment} = \frac{\text{# miles at time of arbitration hearing}}{100,000} \times \text{purchase price}
\]

Deductions from Awards

A repurchase or replacement award will require payment for any damage to your current vehicle exceeding normal wear and tear, if applicable.

A repurchase award will not include any rebates or incentives you received or used as a downpayment or capitalized cost reduction.

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.

CLAIMS THAT MAY NOT BE ARBITRATED

The following claims will NEVER be arbitrated in BBB AUTO LINE:

- Claims for loss of wages, depreciation or loss of value.
- Claims covered by insurance or by warranties of other manufacturers.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims for personal injury or mental anguish.
- 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, or an accident or fire that resulted in damage to any vehicle or damage to property.

- 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 BMW.

OTHER IMPORTANT INFORMATION

- You must own or lease the vehicle throughout the entire arbitration process.

- If you file suit or a state administrative action against BMW prior to the completion of the arbitration process, BMW 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.