BBB AUTO LINE PROGRAM SUMMARY

Jaguar

Jaguar has agreed to arbitrate claims covered by the applicable state lemon law. This Program Summary supplements the BBB AUTO LINE Arbitration Rules and described the claims that can be resolved through BBB AUTO LINE.

ELIGIBLE CLAIMS AND REMEDIES

Repurchase/Replacement

A warranty claim seeking relief under the applicable state lemon law must meet all the 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 or replacement vehicle including all remedies specifically provided by that law excluding attorney’s fees. An arbitrator may not award 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 arbitrator will decide whether the applicable state lemon law permits an adjustment to the award for any trade-in over-allowance or debt from a previous transaction.
♦ The award will not include any manufacturer rebate or manufacturer-sponsored credit card earnings that the customer received or used as a downpayment or capitalized cost reduction.

Repairs

The arbitrator may award repairs to defects in material or workmanship. If repairs are awarded, the arbitrator may not order a change in the vehicle’s options or its design.

CUSTOMER RESPONSIBILITIES

At the time of the 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 salvaged or branded titled vehicles.
- 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.
- Allegations of fraud or other violations of law.
- Claims seeking compensation for loss of wages, personal injury or mental anguish.
- Claims seeking compensation for legal fees.
- Claims seeking punitive damages.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Jaguar.

**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 Jaguar prior to the completion of the arbitration process, Jaguar 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.