



BBB AUTO LINE PROGRAM SUMMARY

Subaru – Illinois

Subaru of America has agreed to arbitrate claims covered by the Illinois lemon law. Subaru has also agreed to arbitrate certain warranty claims not covered by the 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 Illinois lemon law must meet all standards set out by that law. The claim must be received by BBB AUTO LINE within 18 months following the vehicle's original delivery to the consumer. Please see the attached description of the Illinois lemon law provisions.

If the claim meets all standards set out by the Illinois lemon law, the arbitrator will award a refund or replacement vehicle including all remedies specifically provided by that law **not including** 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 Illinois lemon law.
- ◆ The award may be adjusted based on damage to the vehicle exceeding normal wear and tear.
- ◆ The arbitrator will decide whether the Illinois 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 the customer received or used as a downpayment or capitalized cost reduction.

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

A claim that does not meet all standards of the Illinois lemon law may be eligible for resolution in BBB AUTO LINE if it meets certain conditions. Please see the attached description of "non-lemon law" warranty claims that may be resolved through BBB AUTO LINE.

Claims must be received by BBB AUTO LINE during the Basic Coverage period of the Subaru New Car Limited Warranty.

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 vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- ◆ 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 (1) caused bodily injury, or (2) caused 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 identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Subaru.

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 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.

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

Time Period for Filing Claims

Claims must be received by BBB AUTO LINE during the Basic Coverage period of the Subaru New Car Limited Warranty.

Eligible Claims

Claims must be based on a defect in the vehicle's material or workmanship that is covered by the Subaru New Car Limited Warranty.

Eligible Vehicles

The customer's vehicle must be:

- ◆ Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;
- ◆ Purchased or leased, registered, and normally operated in the United States; and
- ◆ Covered by a United States warranty.

Remedies for Warranty Claims

The arbitrator may award the following remedies:

- ◆ Repairs.
- ◆ Reimbursement for money the customer paid to repair the vehicle.
- ◆ Repurchase of the vehicle.
- ◆ Replacement of the vehicle if it was purchased or leased new.

Repairs/Reimbursement for Repairs

The arbitrator may award repairs to, or reimbursement for money paid for the repair of, defects in material or workmanship. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

Repurchase or Replacement

If a repurchase or replacement is awarded in a claim that does not meet all standards of the Illinois lemon law, the arbitrator may award up to the following remedies:

- ◆ **Owned vehicle repurchase** – The actual amount paid for the vehicle. This will not include taxes, fees, and finance charges.
- ◆ **Leased vehicle repurchase** – To the lessor: pay-off amount pursuant to the lease. To the lessee: 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 that was purchased or leased new** – The customer will receive a new and substantially identical vehicle (not including modifications or additions after the vehicle’s purchase/lease) from the same model year or, if that is not available, from the next model year. If a replacement vehicle from the same or next model year is not available, the customer may receive a replacement vehicle from subsequent model years but will be required to pay the difference between the Manufacturer’s Suggested Retail Price (M.S.R.P.) of the current vehicle and the M.S.R.P. of the replacement vehicle.

Important: Replacement is not an available remedy if the current vehicle was purchased used.

Deductions/Exclusions from a Repurchase or Replacement Award

- ◆ The repurchase award will be reduced, or the replacement award will require payment, for the customer’s use of the vehicle using the following formula:

$$\begin{array}{l} \text{Use} \\ \text{Deduction/} \\ \text{Payment} \end{array} = \frac{\begin{array}{l} \# \text{ miles attributable to the customer} \\ \text{at the time of the arbitration hearing} \end{array}}{100,000} \times \begin{array}{l} \text{Vehicle purchase} \\ \text{price or gross} \\ \text{capitalized cost} \end{array}$$

- ◆ The award may be reduced based on damage to the vehicle exceeding normal wear and tear.
- ◆ The award will not include 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.