



BBB AUTO LINE PROGRAM SUMMARY

SUBARU – MINNESOTA

Subaru of America, Inc. (“Subaru”) has precommitted to arbitrate certain unresolved claims relating to its cars. Claims must allege a defect in the vehicle’s material or workmanship, or the inability to repair a vehicle so that it conforms to the written warranty. The following is an explanation of the types of claims that Subaru has agreed to arbitrate through local Better Business Bureaus serving your state.

AGE AND MILEAGE REQUIREMENTS

Your claim must meet both of the following criteria:

- Your claim must be based on a defect or defects that were reported to Subaru, its agent, or its authorized dealer, within two years of the date of your vehicle’s original delivery, **AND**
- Your claim must be filed with the BBB within three years of the date of your vehicle’s original delivery.

ELIGIBLE CONSUMERS

Claims within the above age/mileage requirements may be filed by:

- The purchaser or lessee, other than for purposes of resale or sub-lease, of new Subaru vehicle used for personal, family, or household purposes at least 40 percent of the time, **OR**
- A person to whom a new Subaru vehicle (used for personal, family, or household purposes at least 40 percent of the time) is transferred for the same purposes during the coverage period of the Subaru Limited Warranty.

TYPES OF RELIEF THAT MAY BE SOUGHT

The following relief may be sought through the BBB AUTO LINE program: **repairs, reimbursement for past repairs, and repurchase or replacement of the vehicle.** Under some circumstances, you may also seek reimbursement for additional amounts. Please review the attached *Remedies* sheets to determine the remedies that you are eligible to seek.

If a repurchase or replacement is awarded, you will be responsible for turning over the vehicle in similar condition as it was at the time of the hearing. You will also be responsible for providing clear title to the vehicle.

REPLACEMENT VEHICLE THAT MAY BE SOUGHT

The arbitrator may award a replacement vehicle that is new and is 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.

If a replacement vehicle is awarded, the arbitrator may require that you pay for the use of your current vehicle or for any damage to that vehicle.

CLAIMS THAT MAY NOT BE ARBITRATED

Subaru is not precommitted to arbitrate the following claims, although it may do so on a case-by-case basis:

- Claims for legal fees, loss of wages, depreciation or loss of value;
- Claims covered by insurance or by warranties of other manufacturers;
- 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 damage to another vehicle or damage to property.

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

- 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;
- Claims for punitive damage;
- 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 Subaru;
- Disputes based solely on dealer sales and/or service practices or collision repairs.

OTHER IMPORTANT INFORMATION

- You must own or lease the vehicle throughout the entire arbitration process.
- Your vehicle must have been imported into the United States by Subaru of America, Inc.
- If you file suit against Subaru prior to the completion of the arbitration process, Subaru 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.
- An independent technical expert will automatically be appointed to conduct an inspection of your vehicle prior to every arbitration in which a repurchase or replacement is sought, unless both parties agree in writing that a technical expert should not be used.

The BBB will let you know if other restrictions apply.

REMEDIES IF REPURCHASE IS AWARDED Owned Vehicle

BASIC REMEDIES

An arbitrator awarding a repurchase based on a vehicle nonconformity* MUST award the following:

- Actual purchase price of the vehicle (excluding taxes, fees, finance, and other charges).
- MINUS a reasonable allowance for use that is directly attributable to the consumer and any previous consumer during any period in which the use and market value of the vehicle are not substantially impaired. The reasonable allowance for use shall not exceed 10 cents per mile drive or 10 percent of the purchase price, whichever is less.

The arbitrator may reduce the award, determined as outlined above, if the arbitrator sets out (in the *Reasons for Decisions*) specific reasons based on equity that justify such a reduction.

ADDITIONAL REMEDIES:

The following additional remedies shall also be awarded when requested in the *Agreement to Arbitrate* for cases in which a repurchase is awarded because a vehicle nonconformity* was both:

1. Reported to the manufacturer within either (a) the applicable express warranty or within two years following date of original delivery, whichever is earlier, OR (b) three years following the date of original delivery; AND
 2. Not corrected after a reasonable number of attempts within either (a) the applicable express warranty or within two years following the date of original delivery, whichever is earlier, OR (b) three years following the date of original delivery.
- The cost of any options or other modifications arranged, installed, or made by the manufacturer, its agent, or its authorized dealer within 30 days after the date of original delivery;
 - PLUS sales tax (which may be reduced in recognition of the miles driven), license and registration fees; and
 - PLUS reimbursement for towing and rental vehicle expenses incurred by the vehicle owner as a result of the vehicle being out of service for warranty repair.

* Nonconformity means a defect or condition that substantially impairs the use or market value of the motor vehicle. It does not include a defect or condition that is the result of abuse, neglect, or unauthorized modification or alteration of the motor vehicle by anyone other than the manufacturer, its agent, or authorized dealer.

REMEDIES IF REPURCHASE IS AWARDED Leased Vehicle

**An arbitrator awarding a repurchase based on a vehicle nonconformity*
MUST award the following:**

To The Lessee:

- A full refund of the amount actually paid by the lessee on the written lease;
- PLUS sales tax (which may be reduced in recognition of the miles driven), license, and registration fees actually paid by the lessee;
- PLUS reimbursement for towing and rental vehicle expenses incurred by the lessee as a result of the vehicle being out of service for warranty repair; and
- MINUS a reasonable allowance for use that is directly attributable to the lessee and any previous consumer during any period in which the use and market value of the motor vehicle are not substantially impaired. The reasonable allowance for use shall not exceed 10 cents per mile driven or 10 percent of the purchase price, whichever is less.

The arbitrator may reduce the award, determined as outlined above, if the arbitrator sets out (in the *Reasons for Decisions*) specific reasons based on equity that justify such a reduction.

To The Lessor:

- A full refund of the vehicle's original purchase price (including the cost of any options or other modifications arranged, installed, or made by the manufacturer, its agent, or its authorized dealer within 30 days after the date of original delivery);
- MINUS the amount actually paid by the lessee on the written lease;
- PLUS sales tax (which may be reduced in recognition of the miles driven), license, and registration fees actually paid by the lessor; and
- PLUS any early termination costs, not to exceed 15 percent of the vehicle's original purchase price.

* Nonconformity means a defect or condition that substantially impairs the use or market value of the motor vehicle. It does not include a defect or condition that is the result of abuse, neglect, or unauthorized modification or alteration of the motor vehicle by anyone other than the manufacturer, its agent, or its authorized dealer.