



BBB AUTO LINE PROGRAM SUMMARY

Kia – Wisconsin

Kia Motors America has agreed to arbitrate claims covered by the Wisconsin lemon law. Kia 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 Wisconsin lemon law must meet all standards set out by that law. Please see the attached description of the Wisconsin lemon law provisions.

If the claim meets all standards set out by the Wisconsin lemon law, the arbitrator will award a refund 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 Wisconsin lemon law.
- ◆ The award will not include debt from a previous transaction.
- ◆ The arbitrator may adjust the award based on damage to the vehicle exceeding normal wear and tear.
- ◆ The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a downpayment or capitalized cost reduction.

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

The arbitrator may award a remedy to a claim that *does not* meet all standards of the Wisconsin lemon law if it meets certain conditions. Please see the attached description of other warranty claims that may be resolved through BBB AUTO LINE.

A claim seeking **repairs** or **reimbursement** for past repairs must be received by BBB AUTO LINE within three years or 36,000 miles – whichever comes first – from the date the vehicle was first put into use.

A claim seeking **repurchase** or **replacement** must be received by BBB AUTO LINE within two years or 24,000 miles – whichever comes first – from the date the vehicle was first put into use.

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered and in a similar condition as it was at the time of the hearing. The customer will also be responsible for providing clear title to the vehicle, along with a copy of the finance agreement, account number, and interest paid to date (if applicable), and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

CLAIMS THAT MAY NOT BE ARBITRATED

The following claims are not eligible for BBB AUTO LINE:

- ◆ Disputes between a consumer and a Kia dealer;
- ◆ Claims alleging that an airbag failed to deploy or deployed when it should not have;
- ◆ Claims for damage to, or repair of, parts not manufactured, distributed or authorized by Kia;
- ◆ 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 an accident or fire that resulted in damage to any vehicle or damage to property;
- ◆ 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;
- ◆ Repair or reimbursement claims that are not covered by Kia's written new-vehicle warranty or a Kia extended service contract, but are covered by a non-Kia service contract.
- ◆ Claims for legal fees, loss of wages, depreciation or loss of value, or any consequential damages;
- ◆ Claims for personal injury or mental anguish;
- ◆ 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 Kia.

OTHER IMPORTANT INFORMATION

- ◆ The customer must own or lease the vehicle throughout the entire arbitration process.
- ◆ If the customer files suit against Kia prior to the completion of the arbitration process, Kia will not be obligated to continue with the arbitration.

- ◆ An independent technical expert will automatically be appointed to inspect the 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 technical expert's report will be provided to both parties with the Notice of Hearing and Agreement to Arbitrate.
- ◆ A test drive will not be taken in the vehicle unless the customer has liability insurance that satisfies the state 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

A claim seeking **repairs** or **reimbursement** for past repairs must be received by BBB AUTO LINE within three years or 36,000 miles – whichever comes first – from the date the vehicle was first put into use.

A claim seeking **repurchase** or **replacement** must be received by BBB AUTO LINE within two years or 24,000 miles – whichever comes first – from the date the vehicle was first put into use.

Eligible Claims

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

Unless the customer is seeking reimbursement for past repairs, the condition for which the customer seeks a remedy must currently exist.

Eligible Vehicles

- ◆ The vehicle must be owned or leased in the name of an individual **or** used primarily for personal, family, or household purposes;
- ◆ The vehicle must have been imported into the United States by Kia Motors America; and
- ◆ The vehicle must have been sold or leased in the United States and must be registered in the United States.

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 that are covered by the Kia New Vehicle Limited Warranty. 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 Wisconsin 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, finance and other charges, non-manufacturer items installed by a dealer or the customer, non-Kia service contracts, and insurance policies.
- ◆ **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, finance/lease charges, non-manufacturer items installed by a dealer or the customer, non-Kia service contracts, and insurance policies).
- ◆ **Replacement of a vehicle 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. If a replacement vehicle from the same model year is not available, the customer may receive a replacement vehicle from subsequent model years – provided the Manufacturer's Suggested Retail Price (M.S.R.P.) of the replacement vehicle does not exceed 105% of the M.S.R.P. of the current vehicle.

Important: Replacement is not an available remedy if the current customer purchased or leased a used vehicle.

Deductions/Exclusions From A Repurchase Or Replacement Award

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

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

- ◆ 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.