National Programs
Arbitration Under Class Action Settlements

BBB NATIONAL PROGRAMS
INFORMATION AND
ARBITRATION RULES
FOR
DISPUTES OVER COVERAGE
UNDER WARRANTY EXTENSION
PROVIDED BY
E2 CLASS ACTION SETTLEMENT

IMPORTANT INFORMATION

BBB National Programs ("BBB National Programs") is a nonprofit organization providing independent and impartial dispute resolution services to resolve disputes between a business and its customers.

Hyundai Motor America ("HMA") has agreed to participate in an arbitration process administered by BBB National Programs to resolve disputes arising from the extended warranty as provided by the class action settlement in the case of *In re: Hyundai and Kia Engine Litigation II*, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.) ("E2 Class Action Settlement").

You can find more information about the class action and settlement agreement at the following link: HyundaiEngineClassSettlement.com.

Arbitration in this program is available only to settlement class members who have disputes arising from the extended warranty provided in the E2 Class Action Settlement that occurred after the Final Approval Date. The arbitrator's authority is limited to deciding whether a claimant is entitled to remedies provided under the terms of the class action settlement, and the decision of the arbitrator is **final** and **binding** on both parties**.**

This document describes the arbitration process and includes the arbitration rules as they pertain to warranty coverage disputes under the warranty extension only. For all other claims, see Exhibit 2, "Information and Rules for Appeals of Claims Denied by the Settlement Administrator Under E2 Class Action Settlement."

Attached you will find:

- A *Summary of Eligibility and Remedies* that provides an overview of arbitration eligibility and remedies that may be awarded by the arbitrator under the class action settlement.

This summary also identifies documents that you need to submit in support of your claim. Please review the class action settlement for full details as to eligibility, remedies and required documentation.

- An arbitration request form with instructions.
- Appendix A, explaining the “Exceptional Neglect” standard for engine varnishing.

How do I contact BBB National Programs?

You can reach BBB National programs by calling 1.800.246.2808 or through our website at https://bbbprograms.org/programs/all-programs/arbitration-under-class-action-settlements-program.

All documents, correspondence, notices and requests for records should be sent to BBB National Programs, Inc. at 1676 International Drive, Suite 550, McLean, VA 22102. Documents and case-related information also may be faxed to BBB National Programs at 703-247-9700.

Please include your case number on all documents submitted.

Beginning the process

You must complete the arbitration request form and submit it to BBB National Programs with any required documentation.

It is important that you submit complete information about your request for compensation or benefits as required by the class action settlement. Should you encounter difficulty obtaining information, please let us know.

What is arbitration?

Arbitration under this program is an informal process in which a settlement class member and HMA present their positions to an impartial third party, an arbitrator. The specific issues the arbitrator is asked to consider will be outlined in a document called the Agreement to Arbitrate, which will be drafted by BBB National Programs as described in the attached arbitration rules.

The arbitration will take place by written submission from the parties unless the arbitrator determines that a telephonic hearing is also needed to decide the case.

The arbitrator will review the written testimony and evidence, and oral testimony if there is a telephone/video hearing, and will issue a written decision that the arbitrator deems fair and falls within the arbitrator's authority under the arbitration rules and the terms of the class action settlement. As noted above, the arbitrator's decision is binding on both HMA and the settlement class member.

Who is the arbitrator?

Arbitrators are attorneys or other persons with arbitration experience who are interested in the fair and expeditious resolution of consumer disputes. They are trained and certified by BBB National Programs.

A single arbitrator will be assigned to decide your claim. Your arbitrator will be neutral and will be selected in a manner to avoid any conflict of interest. Prior to the arbitration we will provide you with a biography with the arbitrator's qualifications and background.

What will happen at the hearing?

For hearings conducted by document review—the arbitrator will issue a decision based only on the written submissions of the parties. Initial positions will be exchanged between the parties for rebuttal comments prior to being sent to the arbitrator.

For hearings conducted by telephone conference call, both parties will have the opportunity to present their positions orally and may also submit written evidence to the arbitrator.

Suggestions for preparing your case:

Any written submissions should be clear, concise, and supported by relevant documentation.

Please submit to BBB National Programs a copy of all documents and testimony you wish the arbitrator to consider. **Please include all documents that are required to support your claim under the terms of the class action settlement.**

If you have relevant witnesses, please contact them and ask them to provide a written statement or oral testimony (for telephone hearings). You are responsible for your witnesses' submission of evidence.

Documentation and testimony from both parties should provide the arbitrator with all arguments and evidence you believe are relevant to the disputed compensation or benefit you are seeking under the settlement.

RULES

1. DEFINITIONS

The following list defines key words as they are used in these *Rules:*

A. "Arbitration" means the process in which an impartial person hears and decides disputes between a Claimant and HMA over coverage under the Warranty Extension.

B. "BBB National Programs" means BBB National Programs, Inc., administrator of the Arbitration.

C. "Claimant" means a Settlement Class member or any other person whose claim for coverage under the Warranty Extension has been denied by HMA.

D. "Class Action Settlement" means the agreement by the parties in resolution of *In re: Hyundai and Kia Engine Litigation II*, No. 8:18-cv-02223-JLS-JDE (C.D. Cal.).

E. "Class Vehicles" include:

- 2011–2015 model year Hyundai Sonata Hybrid (HEV) vehicles with a Theta II 2.4-liter MPI Hybrid engine
- 2016–2019 model year Hyundai Sonata Hybrid/Plug-In Hybrid (HEV/PHEV) vehicles with a Nu 2.0-liter GDI Hybrid engine
- 2010–2012 model year Hyundai Santa Fe vehicles with a Theta II 2.4-liter MPI engine
- 2010–2013 model year Hyundai Tucson vehicles with a Theta II 2.4-liter MPI engine
- 2014–2021 model year Hyundai Tucson vehicles with a Nu 2.0-liter GDI engine
- 2014 model year Hyundai Elantra Coupe vehicles with a Nu 2.0-liter GDI engine
- 2014–2016 model year Hyundai Elantra vehicles with a Nu 2.0-liter GDI engine
- 2014–2020 model year Hyundai Elantra GT vehicles with a Nu 2.0-liter GDI engine
- 2012–2017 model year Hyundai Veloster vehicles with a Gamma 1.6-liter GDI engine

F. "Dispute Resolution Specialist" means the BBB National Programs staff person assigned to help you resolve your dispute.

G. "Exceptional Neglect" for Extended Warranty purposes means when (i) HMA or its dealers suspect the engine evidences a lack of maintenance or care (*i.e.*, outside of factory maintenance and care specifications) based on an inspection of the physical condition of the engine that shows unacceptable lacquering, varnish, or sludge (unless such lack of maintenance was due to a Qualifying Failure or Qualifying Fire, as defined in the Settlement Agreement) such that it would be considered a level 4 or 5 of valvetrain varnishing or sludge on the 1-5 scale outlined in **Appendix A**; **and** (ii) service records demonstrate unacceptable gaps in regular oil changes.

a. Unacceptable gaps in regular oil changes for the purpose of establishing "Exceptional Neglect" apply if service records show the Class Vehicle:
    - Has one oil change gap of greater than 10,500 miles; or
    - Has one oil change gap of greater than 14 months; or
    - Was previously diagnosed with excessive oil consumption issues but the Class member or subsequent owner did not obtain a repair to address such issues within 30 days or 1,000 miles, whichever comes first, subsequent to any completed oil consumption testing and confirmed diagnosis.
b. Exceptional Neglect is reviewed throughout the life of the vehicle, not just during the current ownership. HMA will bear the diagnostic costs associated with establishing Exceptional Neglect.

H. "HMA" means Hyundai Motor America, Inc.

I. "Knock Sensor Detection Software" or "KSDS" refers to the engine monitoring technology developed by Defendants that, with software innovations, leverages existing hardware on the subject Class Vehicles to continuously monitor engine performance for symptoms that may precede connecting rod bearing failure and engine failure that is being offered as a software update to Class members free of charge pursuant to the product improvement campaigns referenced herein.

J. "KSDS Installation Neglect" means the failure of a Claimant to have the KSDS installed before experiencing an otherwise covered engine failure. This term of KSDS Installation Neglect shall not apply to Claimants who own or lease Class Vehicles affected by NHTSA Recall Numbers 20V746 and 21V727. KSDS Installation Neglect also shall not bar current and subsequent owners or lessees of Hyundai Class Vehicles unaffected by these recalls from Extended Warranty benefits as long as they obtained the KSDS before experiencing an engine failure.

K. "Parties" means the Claimant and HMA.

L. "Rules" means the Arbitration Rules for Disputes Over Coverage Under Warranty Extension Provided by Hyundai and HMA Engine Class Action Settlement.

M. "Settlement Administrator" means the third-party administrator appointed by the court for HMA in the E2 Class Action Settlement.

N. "Settlement Class" has the same meaning as that term is defined in the Class Action Settlement.[1]

O. "Warranty Extension" or "Extended Warranty" refers to the extension of the existing Powertrain Limited Warranty to 15 years (from the date of original retail delivery or date of first use) or 150,000 miles, whichever comes first, to cover damage caused by a connecting rod bearing failure to the original or genuine replacement short block assembly, consisting of the engine block, crankshaft and bearings, connecting rods and bearings, and pistons, except in instances of Exceptional Neglect and KSDS Neglect. The Extended Warranty shall also apply to any damage caused to the original or genuine replacement long block assembly (excluding accessory engine components) that is a result of a connecting rod bearing failure, except in instances of Exceptional Neglect and KSDS Installation Neglect. The Warranty Extension shall not apply or be available to commercial entities such as used car dealers, franchisees, or automobile auction houses, or their affiliates but will still be transferrable to subsequent owners, subject to the terms of the Settlement Agreement. The Extended Warranty shall also cover all costs associated with any Extended Warranty inspection or repair, including, without limitation, the costs associated with replacement parts, labor, diagnoses, and mechanical or cosmetic damage to the Class Vehicle's original or genuine replacement engine, including damage to the original or genuine replacement engine long block, caused by the engine malfunction.

P. "We" and "Us" means BBB National Programs.

Q. "You" means the Parties involved in the dispute being arbitrated.

[1] Pursuant to Section I.E of the Settlement Agreement, "consumers or businesses that have purchased Class Vehicles previously deemed a total loss, salvaged, branded, or obtained from a junkyard (subject to verification through Carfax or other means)," "vehicle owners or lessees who rent or previously rented the Class Vehicle for use by third-party drivers, including leasing companies," "individuals and commercial entities engaged in the business of buying, selling, or dealing in motor vehicles, including new and used motor vehicle dealerships, franchisees, vehicle brokers, or automobile auction houses and individuals employed by or acting on behalf of such businesses," among others are excluded from the settlement class. While individual consumers generally gain the benefit of the Warranty Extension following a sale, sham creations of individual ownership should not be tolerated.

2.SCOPE OF ARBITRATION

Arbitration is limited to disputes filed by or on behalf of a Claimant over coverage under the Class Action Settlement Warranty Extension. For all other claims, see Exhibit 2, "Information and Rules for Appeals of Claims Denied by the Settlement Administrator Under E2 Class Action Settlement."

Claims Not Eligible for Arbitration

a) Coverage under the Extended Warranty that was denied before June 7, 2023.
b) Denials based on exclusions from the Class (*e.g.*, salvaged or branded vehicles, claims for a non-Class vehicle, etc.).

3.SETTLEMENT

The Dispute Resolution Specialist may assist in efforts to resolve your dispute prior to arbitration if requested by the parties. If you and the HMA representative agree to a settlement, please inform your Dispute Resolution Specialist as soon as possible.

If both parties voluntarily decide to settle the dispute at any time before a decision is made by the arbitrator, the settlement will end the dispute and no decision will be made by the arbitrator. The Dispute Resolution Specialist will send each party a letter detailing the terms of the settlement.

4.AGREEMENT TO ARBITRATE

The Dispute Resolution Specialist shall prepare an Agreement to Arbitrate that lists the remedy sought by the Claimant.

The Agreement to Arbitrate shall include only the issues that fall within the scope of the Class Action Settlement and these *Rules.*

The Agreement to Arbitrate shall be sent to the parties along with the notice setting the initial deadline by which parties should submit their initial written positions, documentation, and any other evidence. If the Agreement to Arbitrate does not correctly describe the dispute you wish to address at the arbitration, immediately inform your Dispute Resolution Specialist.

The expense for each arbitration by the BBB shall be borne by HMA unless the arbitrator finds that the Claimant's claims were brought in bad faith. Bad faith includes, but is not limited to,

situations where (i) the Class Vehicle experienced an engine fire or engine failure outside of the 15- year/150,000-mile period, (ii) the Claimant seeks reimbursement for repairs and repair-related expenses that took place outside of the 15-year/150,000-mile period, (iii) the Claimant previously released claims in a prior settlement agreement with HMA, (iv) the Claimant seeks compensation for amounts that were already paid for by insurance, or (v) document(s) submitted to the arbitrator are determined to be fraudulent. HMA will not bear the costs of Claimant's attorneys' fees by Class Counsel or other counsel, if any, selected by the Claimant.

5.SELECTING YOUR ARBITRATOR

BBB National Programs maintains a pool of arbitrators who have been trained and certified by BBB National Programs. Arbitrators do not necessarily have mechanical or legal expertise.

BBB National Programs shall select the arbitrator in a procedure designed to avoid any conflict of interest and provide the parties with a neutral arbitrator. If a known financial, competitive, professional, family, or social relationship exists with any party (even if the arbitrator believes the relationship is so minor that it will have no effect on the decision), it shall be revealed to the parties and either party may request an alternative arbitrator.

If the arbitrator believes he or she cannot make an impartial decision in your case, he or she shall refuse to serve as an arbitrator. BBB National Programs reserves the right to reject an arbitrator for any reason(s) it believes will affect the credibility of the program.

6.COMMUNICATING WITH THE ARBITRATOR

You or anyone representing you shall not communicate in any way with the arbitrator about the dispute.

All communication with the arbitrator must be sent through the Dispute Resolution Specialist.

Violation of this rule compromises the impartiality of the arbitration process and may result in your case being discontinued.

7.REPRESENTATION & COSTS

You may present your own case or have someone represent you at your own expense (including Class Counsel representing the named plaintiffs and the Class in the Class Action Settlement if they agree to do so).

If your representative is a lawyer, you must give the lawyer's name, address and telephone number to BBB National Programs at least 10 days before the telephonic hearing, if one is scheduled. Your Dispute Resolution Specialist will notify the other party to give it an opportunity to obtain a lawyer.

HMA will cover the arbitration fees, unless the arbitrator finds that the Claimant's claims were brought in bad faith. HMA will not bear the costs of the Claimant's attorneys' fees, if any.

8. HEARING FORMAT

Most hearings will be conducted by document review.

Hearings may also be conducted by telephone if the arbitrator determines that one is needed. We will set a date and time for the telephone hearing and will send you notice of that date at least 10 days in advance of the hearing.

If an emergency prevents you from attending the hearing, call BBB National Programs at 1.800.246.2808 prior to the scheduled hearing time. We will decide if it can be rescheduled.

We reserve the right to make a final determination as to the time and date for the hearing.

9. PROCEDURES FOR DOCUMENT REVIEW HEARINGS

For hearings conducted by document review, the arbitrator will issue a decision based on written information that the parties have provided. We will send a notice setting an **initial deadline** for the parties to submit their initial written positions, documentation, and any other evidence they wish the arbitrator to consider. We will exchange both parties' initial written submissions and provide the parties with an opportunity to submit responses. We will send a notice setting a **final deadline** for responses to the initial submissions. You will be sent notice of final deadline at least 10 days in advance of the deadline date. After the final deadline date, no further information will be accepted or provided to the arbitrator.

10. PROCEDURES FOR TELEPHONE HEARINGS

Oath of participants

The parties and witnesses shall be placed under oath. Attorney representatives are not required to be placed under oath.

Presentation of case

Each party will be given an opportunity to make a presentation of its case and hear the other party's presentation. Parties may present witnesses and evidence in support of their case, and shall have the opportunity to explain or rebut information presented by the other party. Parties may also question the other parties, their witnesses and their evidence. After everyone has presented his or her case, each party will be given an opportunity to make a closing statement.

You may present your case without being restricted by courtroom rules of evidence. However, you should be sure your evidence is relevant to the case.

The arbitrator may limit a party's presentation if the arbitrator believes it is repetitious or irrelevant.

No new or additional evidence may be submitted after the hearing unless requested by the arbitrator.

Submission of documents and taped/recorded evidence

Parties should submit any written documents or evidence they wish to rely on to the Dispute Resolution Specialist **at least three days** before the hearing. If submitted timely, we will make every effort to provide this information to the other party and the arbitrator before the hearing.

If you have a witness who cannot attend the hearing, you may present that person's written statement to the arbitrator. You must submit a copy to the Dispute Resolution Specialist to share with the other party and the arbitrator.

Please inform the Dispute Resolution Specialist at least five days prior to the hearing if you will submit any taped or digitally recorded evidence for the hearing. The Dispute Resolution Specialist will make arrangements for this information to be provided to the other party and the arbitrator.

Before the arbitrator makes a decision, a party may ask the arbitrator for a reasonable number of days to respond to a written statement, document or taped/recorded evidence presented by the other party that was not shared prior to the telephone hearing. The arbitrator may grant the request at his or her discretion.

Failure to appear at telephonic hearing

If one party does not attend a hearing after receiving proper notice, the arbitrator will proceed with the hearing and receive evidence from the other party. The party who did not attend the hearing will be given the opportunity to present a position in writing within the time limits set by the Dispute Resolution Specialist. If that party's position is received in a timely manner, the Dispute Resolution Specialist will send a copy to the other party for comments before providing it to the arbitrator. If the absent party does not submit a response within the set time limits, the arbitrator may make a decision without that party's position.

11. RECORD OF HEARING

BBB National Programs will maintain basic file information including documents and other evidence presented by the Parties. Copies of these materials and official arbitration forms relating to your case will be given to you upon request. A reasonable copying fee may be charged.

12. ARBITRATOR REQUEST FOR NEW OR ADDITIONAL EVIDENCE

The arbitrator may request new or additional evidence at any time before a decision is made. The arbitrator will specify a deadline for submission of that evidence to BBB National Programs. The arbitrator may also request that new/additional evidence be presented at a telephone hearing, if necessary. With the exception of the photographs described in section III.C.7 of the Settlement Agreement, the arbitrator may not consider supporting documents from the Claimant that were both (1) not submitted previously to Hyundai prior to initiating arbitration proceedings and (2) are suspected of being fraudulent.

New or additional evidence requested by the arbitrator must be received by BBB National Programs within the time period specified by the arbitrator. The Dispute Resolution Specialist will send a copy of any new/additional evidence submitted by one party to the other party with a request for a response within a specified time period. Both the new/additional evidence and any timely response shall be submitted by the Dispute Resolution Specialist to the arbitrator.

When the arbitrator is satisfied that all testimony and evidence have been presented, your hearing will be closed.

13. TIME LIMITS

We shall make every effort to obtain a decision in your case within 60 days from the time your claim is filed.

14. THE DECISION

Scope of Decision: A decision shall be one that the arbitrator considers fair and falls within the arbitrator's authority under these *Rules* and the terms of the Class Action Settlement. **The arbitrator's decision shall be binding on both parties.**

When the arbitrator has reached a decision in your case, all parties will receive a written decision accompanied by the arbitrator's reasons for the decision. We will not read a decision to a party over the phone.

15. ELIGIBILITY OF EXTENDED WARRANTY

a) The 15-Year/150,000-Mile Extended Warranty became effective on June 7, 2023, and excludes those cases involving Exceptional Neglect or KSDS Installation Neglect. Notwithstanding any provision(s) to the contrary in any express warranty provided by HMA in conjunction with the sale or lease of Class Vehicles, the 15-Year/150,000-Mile Extended Warranty shall persist in its full duration once obtained regardless of any transfer in ownership or lease of a Class Vehicle.

b) For the 90-day period immediately following the Final Approval Date, all Class Vehicles that have not received an inspection under at least one of the campaigns or recalls referenced below will be eligible under the Extended Warranty to schedule a free inspection if they are still within the 15-year or 150,000-mile period, whichever comes first. The free inspection is limited to an assessment of whether the vehicle has symptoms of connecting rod bearing failure, and, if needed, a bearing clearance test. For any other conditions or symptoms, Claimants bear the financial responsibility for any engine tear down or diagnosis at an authorized dealership. If any such teardown results in findings that the connecting rod bearings caused damage to the original or genuine replacement short/long block assembly, consisting of the engine block, crankshaft and bearings, connecting rods and bearings, and pistons (except in instances of Exceptional Neglect and KSDS Neglect), the diagnostic and tear down costs would then be covered by HMA, together with the cost for repairs

c) No inspections or repairs under the Extended Warranty shall be denied for a Class Vehicle on the grounds that the Extended Warranty inspection or repair was

necessitated by the owner or lessor for failing to properly service or maintain the vehicle, except in instances of Exceptional Neglect.

d) HMA is **not** obligated to repair or provide new engines, or provide any other compensation or reimbursement for otherwise inoperative vehicles (*e.g.,* branded, salvage, or junkyard vehicles) unless such inoperability is directly caused by a connecting rod bearing failure to the original or genuine replacement short/long block assembly, consisting of the engine block, crankshaft and bearings, connecting rods and bearings, and pistons (except in instances of Exceptional Neglect and KSDS Neglect).

e) Claimants shall not be required to present the Long Form Notice, Pamphlet, Claim Form, or any other Settlement-related document in order to receive 15-Year/150,000-Mile Extended Warranty inspections or repairs at an authorized Hyundai dealership. Claimants are encouraged to retain all vehicle maintenance records after June 7, 2023, and if HMA believes there to be Exceptional Neglect, such Claimants may be required to provide records for vehicle maintenance to receive 15-Year/150,000-Mile Extended Warranty repairs.

f) **Extended Warranty Claims Denied Based on Exceptional Neglect:**

   A. For Extended Warranty claims that received a denial based upon a determination of Exceptional Neglect, Claimants may contest this determination by getting their Class Vehicle inspected by a third party at their own cost and submitting photographs, with contemporaneous writing in each photograph showing the date and Claimant's name, of the following: (1) VIN plate; (2) the camshafts and rocker arms taken from the top of the engine after removal of the valve cover; (3) the crankshaft and connecting rods from the underside of the vehicle after removal of the engine oil pan; and (4) the inside of the engine oil pan. If all of these areas of the engine have no oil sludge accumulation, then the gaps in oil changes will not be dispositive.

   B. Exceptional Neglect shall not bar claims for otherwise eligible engine failures that occurred within a Class Vehicle's first 15,000 miles.

g) **Extended Warranty Coverage Denial Based on KSDS Installation Neglect:**

   A. For Extended Warranty coverage denials based on KSDS Installation Neglect, arbitration shall resolve in HMA's favor without the usual written submission process where HMA is able to attest that (i) notice of the KSDS update was sent to the Claimant and the Pamphlet was in the vehicle at the time Extended Warranty coverage was requested, or, for Claimants who are subsequent owners and lessees of Hyundai Class vehicles, notice of the KSDS update was sent to the vehicles previous owner, (ii) KSDS was not installed within

150 days of June 7, 2023, and (iii) the Class Vehicle was not at a dealership since the applicable campaign or recall launched such that they should have received the KSDS update within 150 days of the June 7, 2023.

B. If HMA is not able to attest to the required information, the usual written submission process, with a telephone hearing to occur if the arbitrator determines it is needed, resumes.

16. RELIEF THAT MAY BE AWARDED

a) The Extended Warranty covers damage caused by a connecting rod bearing failure to the original or genuine replacement short block assembly, consisting of the engine block, crankshaft and bearings, connecting rods and bearings, and pistons, except in instances of Exceptional Neglect and KSDS Neglect. The Extended Warranty shall also apply to any damage caused to the original or genuine replacement long block assembly (excluding accessory engine components) that is a result of a connecting rod bearing failure, except in instances of Exceptional Neglect and KSDS Installation Neglect. The Extended Warranty shall also cover all costs associated with any Extended Warranty inspection or repair, including, without limitation, the costs associated with replacement parts, labor, diagnoses, and mechanical or cosmetic damage to the Class Vehicle's original or genuine replacement engine, including damage to the original or genuine replacement engine long block, caused by the engine malfunction.

b) The Warranty Extension shall not apply or be available to commercial entities such as used car dealers, franchisees, or automobile auction houses, or their affiliates but will still be transferrable to subsequent owners, subject to the terms of the Settlement Agreement.

c) In conjunction with any Extended Warranty repair, through an authorized HMA dealership, the provision of a comparable class of loaner vehicle, as may be available at a dealer location, at no cost if requested. To the extent no loaner vehicle is reasonably available through HMA's authorized Hyundai dealerships at the time of the request, HMA will provide reimbursement for rental car, ride-sharing, or other transportation expenses of up to $80 per day until the Extended Warranty repair is completed and after the Claimant has submitted a claim for reimbursement. In situations where a Claimant has been awaiting an engine repair for at least three months, HMA will use best efforts to prioritize these Claimants for a loaner vehicle from a dealership upon notification by Class Counsel.

17. CLARIFYING THE DECISION

You may request that the arbitrator clarify a decision if you do not understand what action is required by the decision, or if you and the other party disagree about what action is required by the decision.

You may not ask the arbitrator to clarify the reasons for a decision. A request for clarification will not be accepted if it attempts only to challenge the conclusions of the arbitrator or reargue your case.

A request for clarification must be in writing and received by the BBB National Programs before the time performance is required under the decision.

An appropriate request for clarification of the decision will be sent to the other party for response. We will send your clarification request and any response to the arbitrator, who may either clarify the decision or let the decision stand as written. Before making a decision on the clarification request, the arbitrator may request a telephone conference with all parties.

Correcting the Decision or Reasons for Decision

You may request correction of the decision or reasons for decision only if the decision or reasons contain a mistake of fact, contain a miscalculation of figures, or exceed the arbitrator's authority—as defined below.

A mistake of fact is not a conclusion of the arbitrator with which you disagree; it is a true error in an objective fact such as a date, time, place or name, and may justify correction only if it concerns the essence of the decision.

A miscalculation of figures is not a dollar figure you consider to be unfair; it is an arithmetic error.

The arbitrator has exceeded his or her authority if the award does not fall within the arbitrator's authority under these *Rules* or the terms of the Class Action Settlement.

A request for correction of a decision must be in writing and received by BBB National Programs before the time performance is required by the decision.

If your written statement to us is an appropriate request for correction, it will be handled in the same manner as a clarification request.

Decision is Impossible to Perform or to Perform on Time

If any party believes the arbitrator's decision cannot be performed within the established time limit or at all, that party should immediately inform us in writing. We will process your submission in the same manner as a request for clarification.

The arbitrator may request additional evidence or do anything necessary to confirm or deny the claim of impossibility of performance. If the arbitrator confirms such impossibility, the original decision may then be changed to include any remedy falling within the scope of these *Rules.*

If HMA has exceeded the time for performance specified in the decision, the Claimant should notify us in writing. We will immediately contact HMA and attempt to determine the reasons for its noncompliance.

Mathematical Errors/Correction

BBB National Programs reserves the right to correct obvious mathematical errors in the decision and/or obvious errors in the description of any person, thing, or monetary amount.

Suspending the Time to Perform

If a party submits to us a written statement relating to clarification, correction or impossibility of performing the decision, the time for performance of the decision shall be suspended until the issue is resolved.

After the Decision is Issued

BBB National Programs will send the arbitrator's decision to the Claimant and HMA. Once the decision has been issued:

a) The parties will be bound to abide by the decision and comply with its terms.
b) If HMA fails to perform according to the arbitrator's decision, the Claimant should notify BBB National Programs, who will then notify Class Counsel and HMA's Counsel.

18. TIMELY OBJECTIONS

Any failure to follow these *Rules* that may significantly affect the independence, impartiality or fairness of the arbitration process should be brought to the attention of the BBB National Programs at the earliest opportunity.

Any party raising such objections should attempt to document the specific harm cause by the failure to follow these *Rules.* We may request that party put its objection in writing. We will make a final decision on the appropriate action to be taken if we determine a failure to follow these *Rules* has significantly affected the independence, impartiality or fairness of the arbitration process.

19. CONFIDENTIALITY OF RECORDS

It is our policy that records of the dispute resolution process are private and confidential.

BBB National Programs will not release the results of an individual case to any person or group that is not a party to the arbitration unless all parties agree or unless such release is required by state law or regulation or pertinent to judicial or governmental administrative proceedings. This provision shall not apply to Class Counsel, as the class action settlement requires HMA to provide Class Counsel with copies of all communications concerning any arbitration review.

BBB National Programs may use information in our records to conduct general research, which may lead to the publication of aggregate data but will not result in the reporting or publication of any personal information provided to us by a party.

20. LEGAL PROCEEDINGS/EXCLUSIONS OF LIABILITY

In submitting to arbitration under these *Rules*, the parties agree that the arbitrator shall not be subpoenaed by either party in any subsequent legal proceeding.

The parties further agree that BBB National Programs (including its employees) and/or the arbitrator shall not be liable for any act or omission in connection with any Arbitration.

21. INTERPRETATION OF RULES/RIGHTS TO DISCONTINUE ARBITRATION

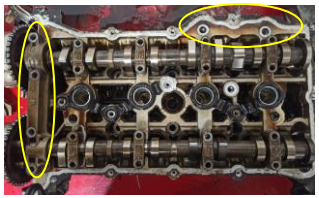
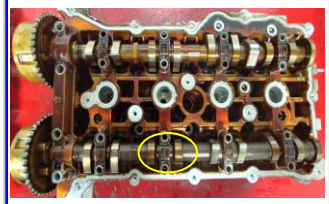
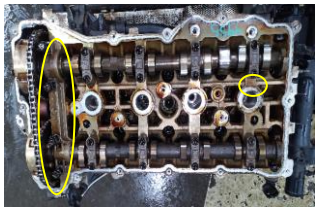
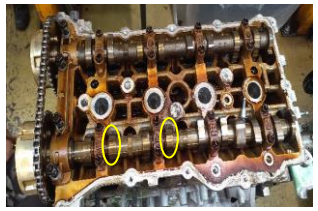
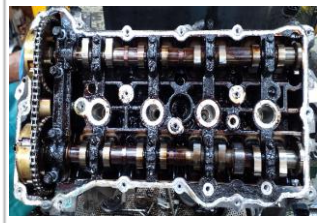
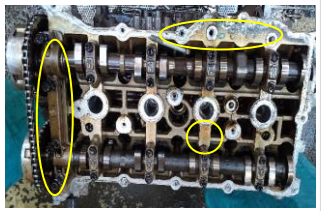
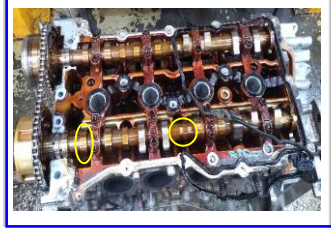
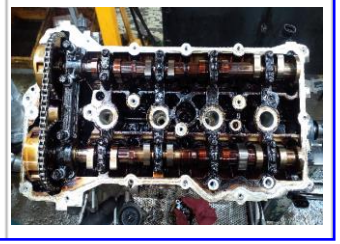
BBB National Programs reserves the right, consistent with applicable state or federal law and the Class Action Settlement, to make the final decision on procedural questions, the scope of the issues to be arbitrated, eligibility of a claim for arbitration, and any other questions concerning the application and interpretation of these *Rules.*

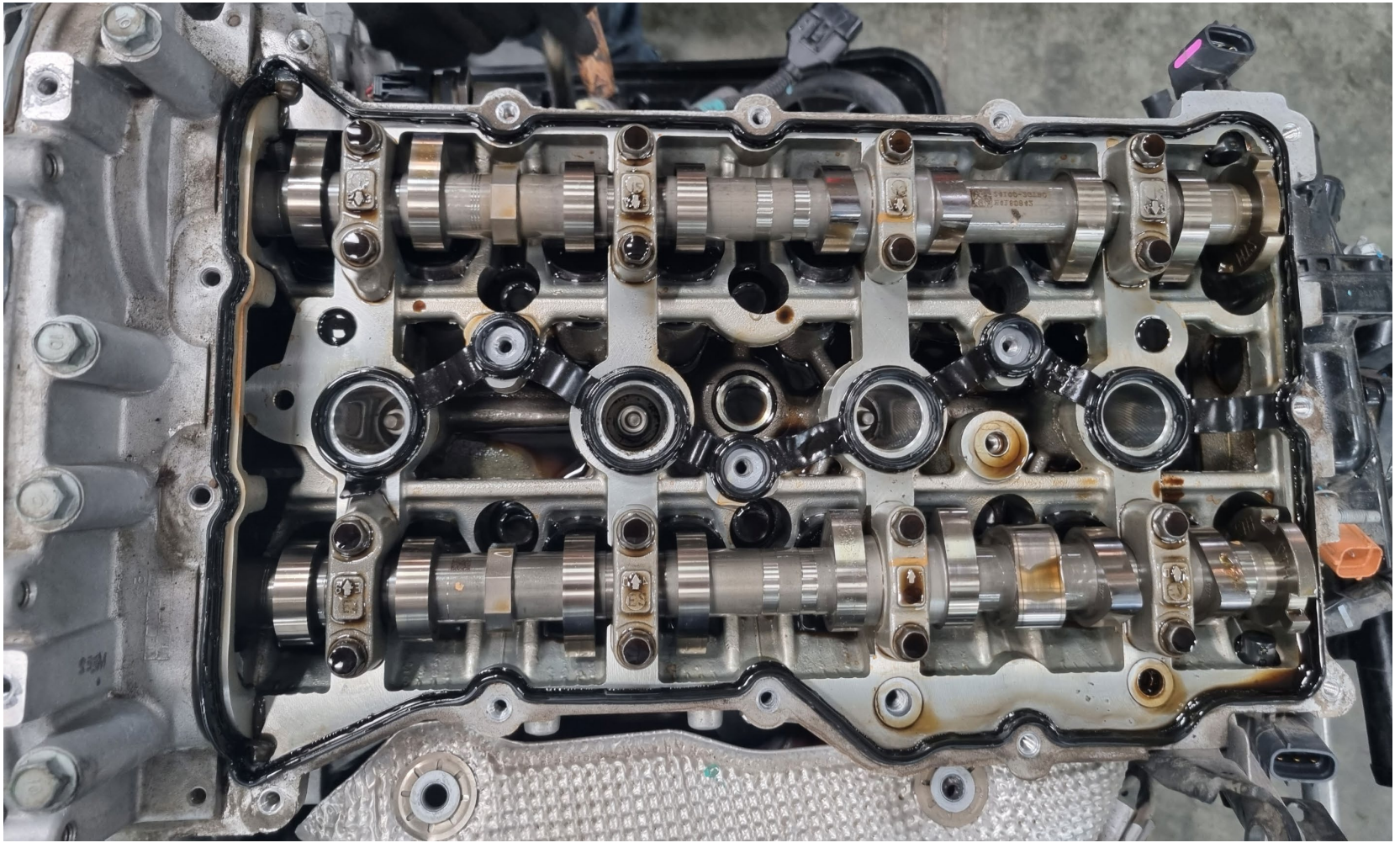
BBB National Programs at all times reserves the right to discontinue or decline administration of arbitration for any case(s) due to the behavior of a party or a conflict with the Class Action Settlement or any state or federal law or regulation.

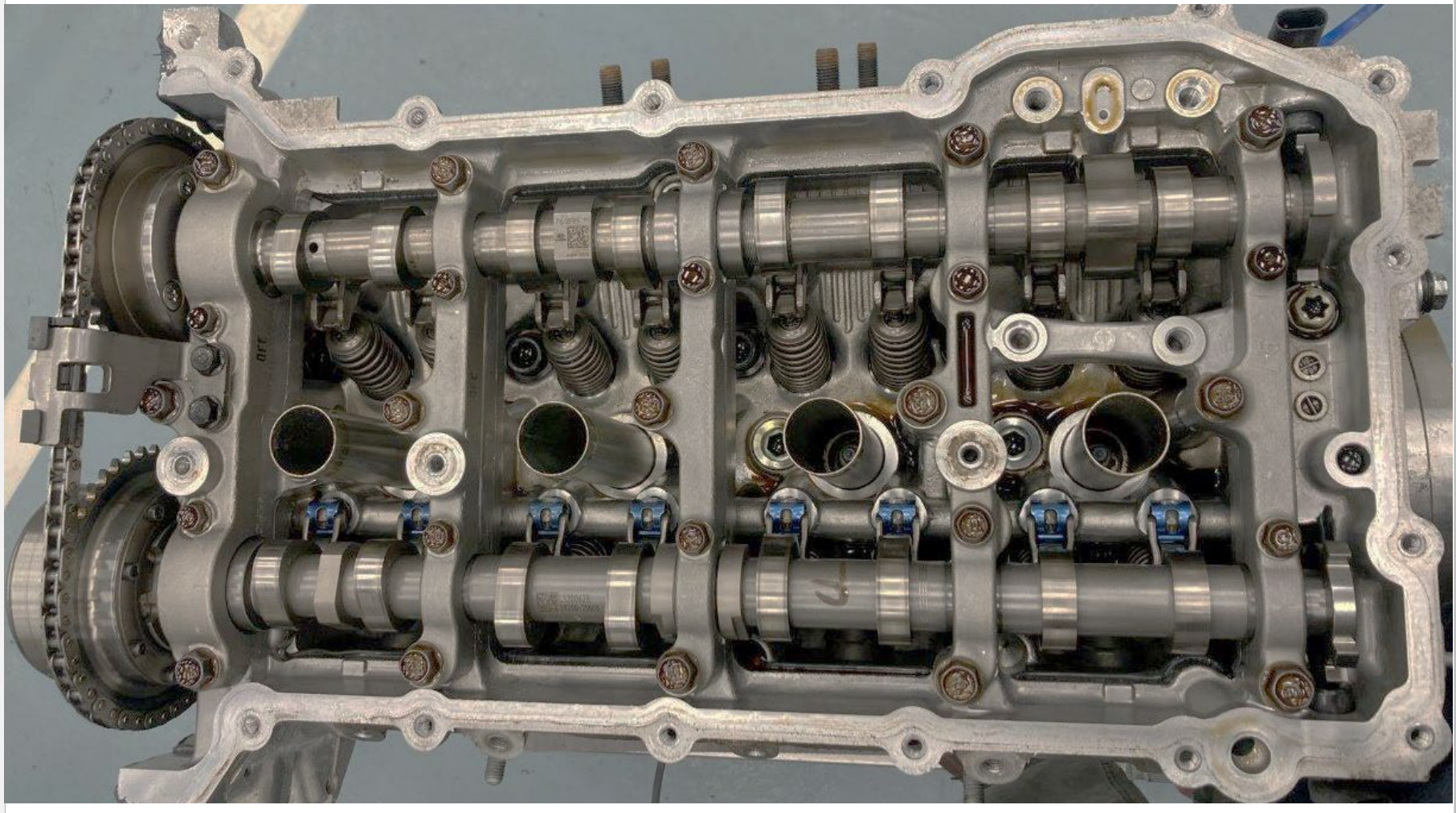
Appendix A

The 1-5 scale to be used for inspection of valvetrain varnishing or sludge is as follows:

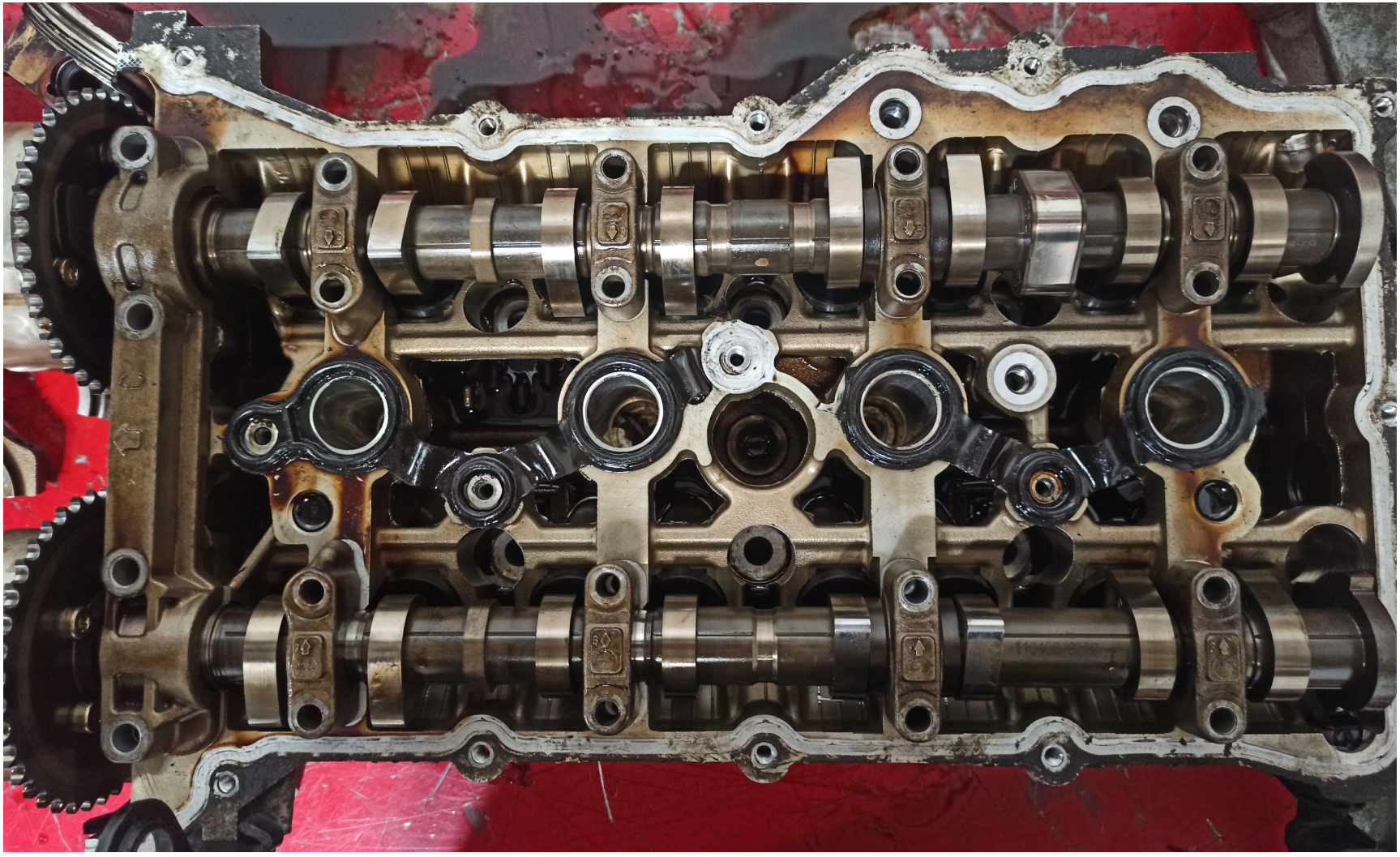
Level 1	No sign of discoloration
Level 2	Discoloration of front cam cap Slight partial discoloration in head cover rail and head top surface
Level 3	Discoloration as light brown on the all head top surface
Level 4	Discoloration as dark brown on the all head top surface including cam base circle and camshaft
Level 5	Build up black sludge on the camp cap and head top surface Discoloration as dark chocolate in the cam base circle and camshaft

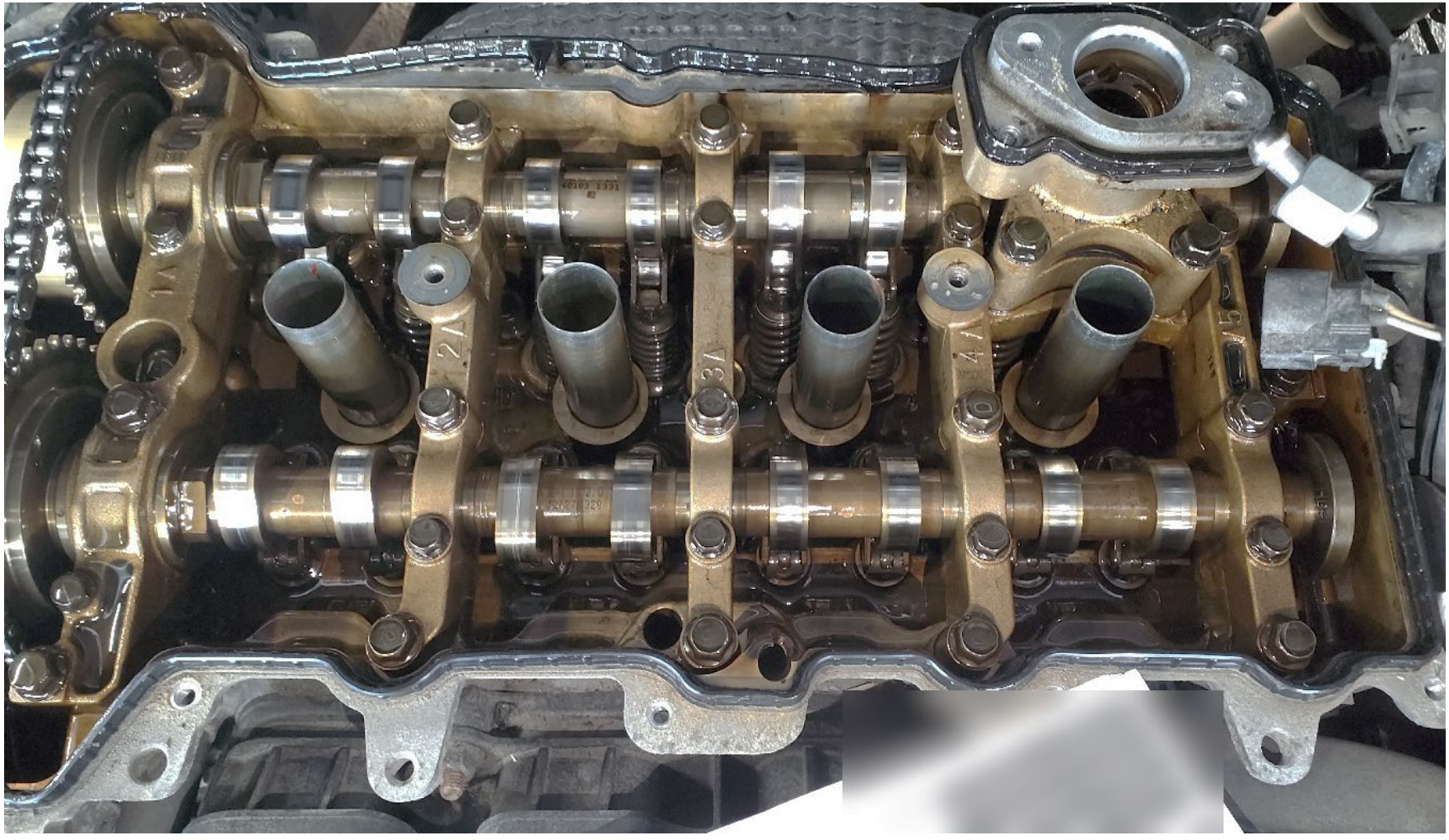
	Lv.1	Lv.2	Lv3	Lv.4	Lv.5
VT					
					
					

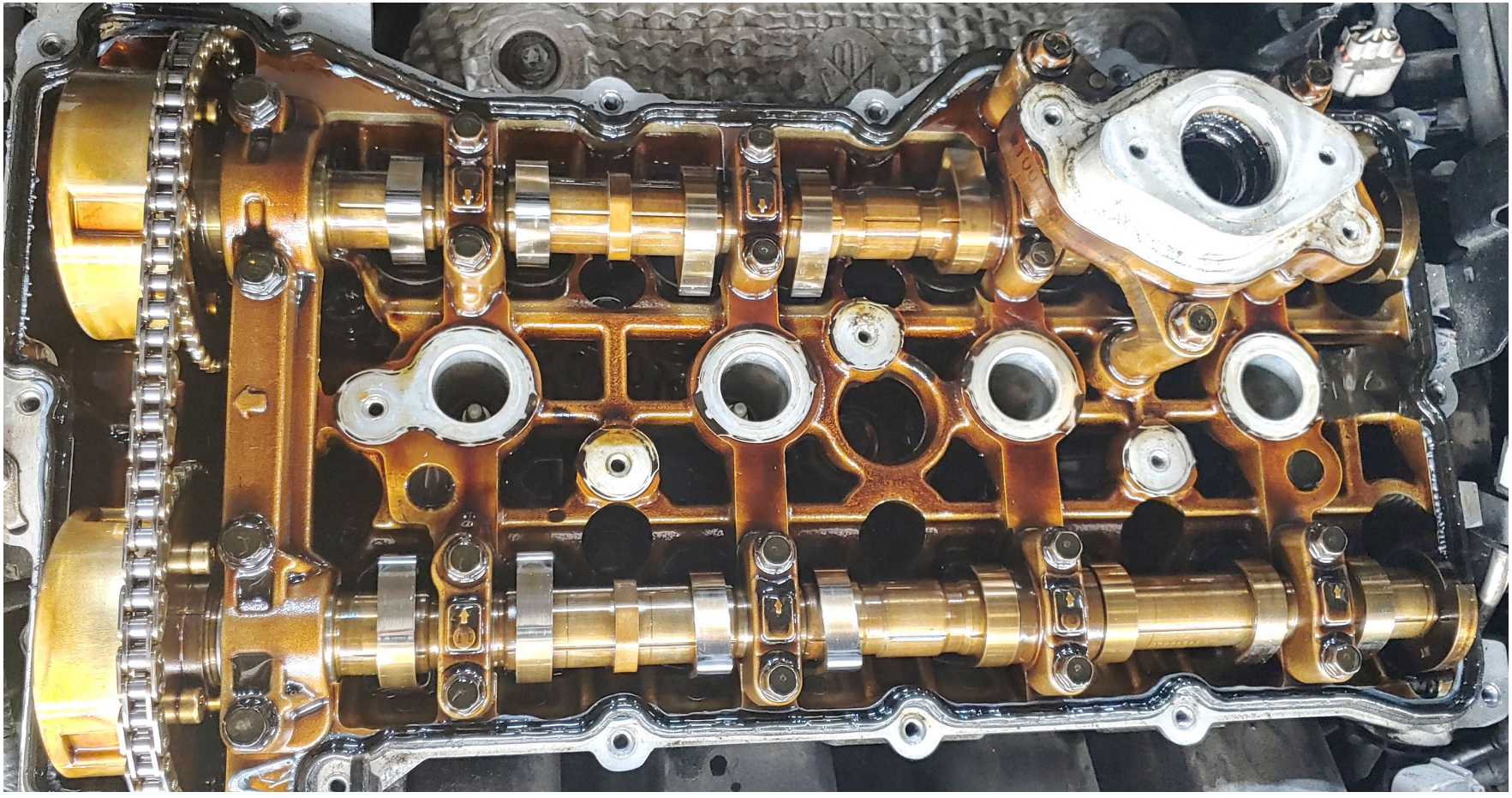
	Lv.1
VT	

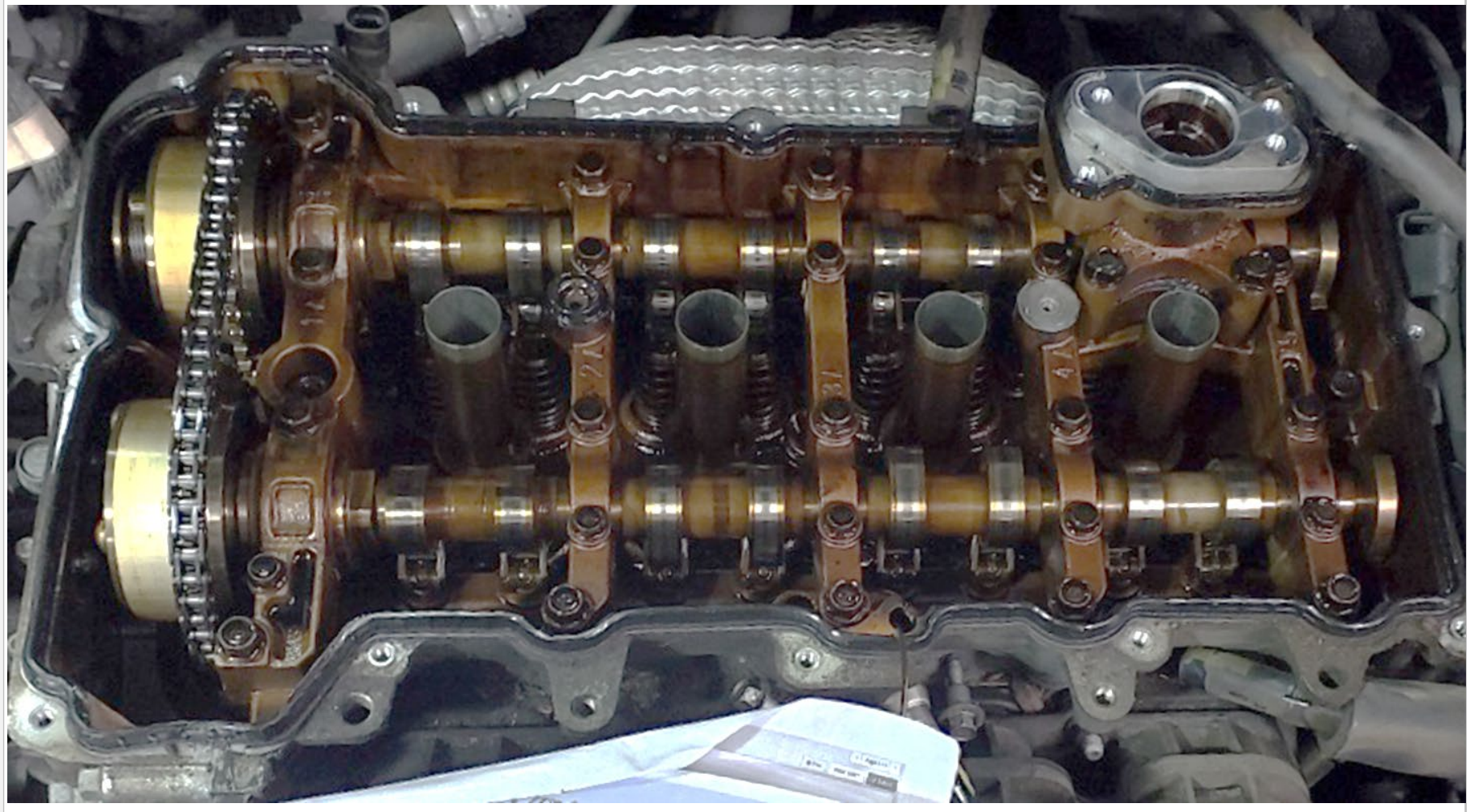
	Lv.1
VT	

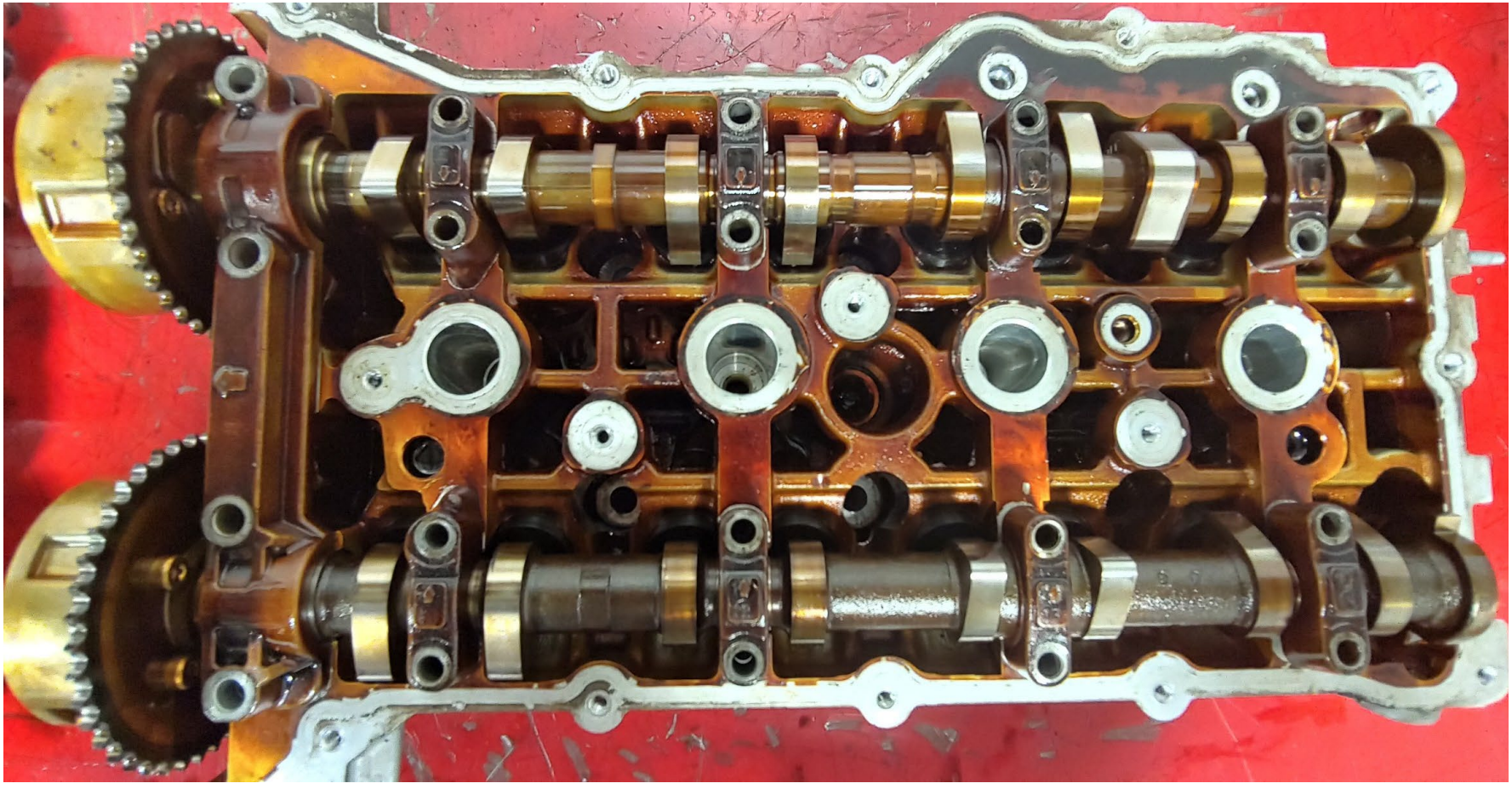
Level 2

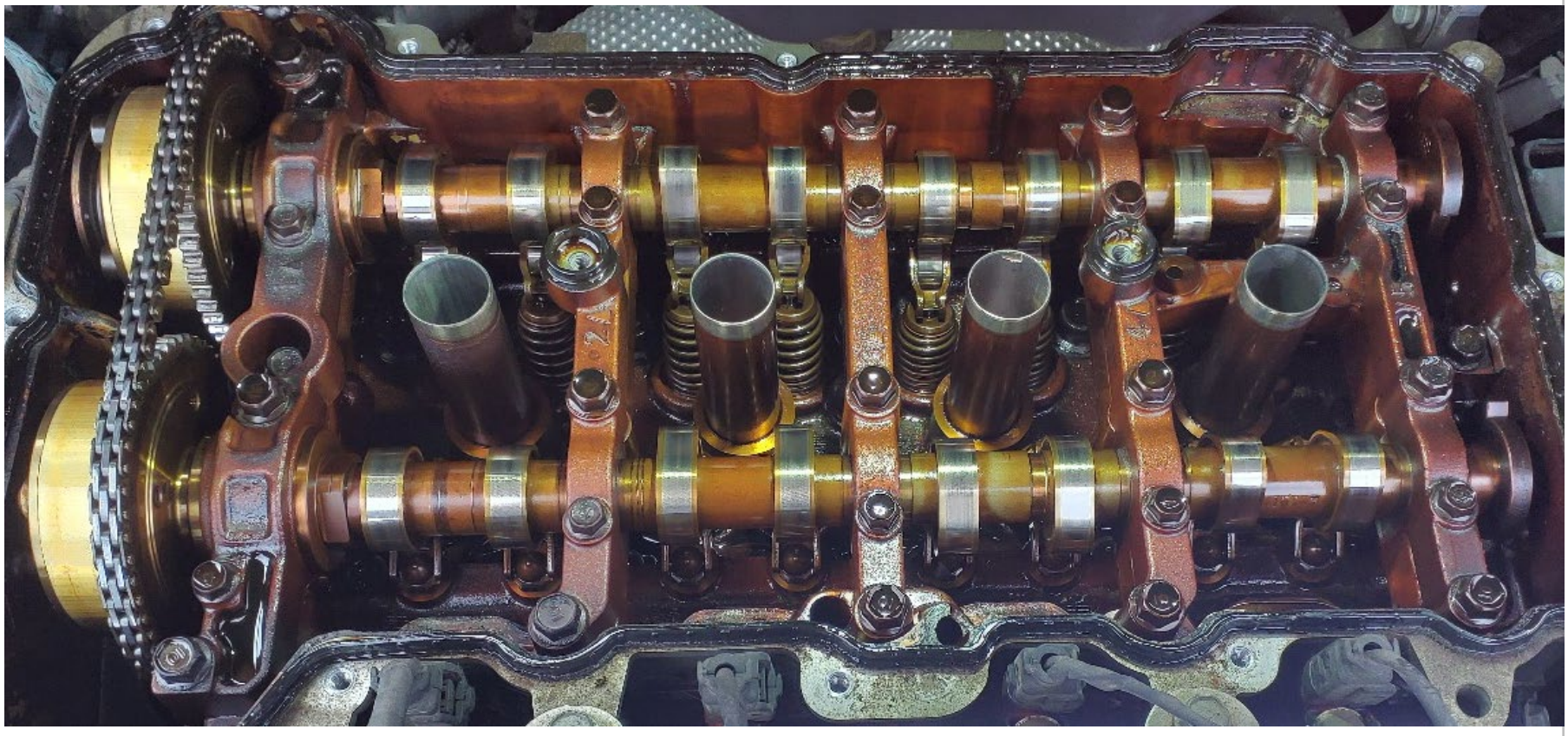
	Lv.2
VT	

	Lv.2
VT	

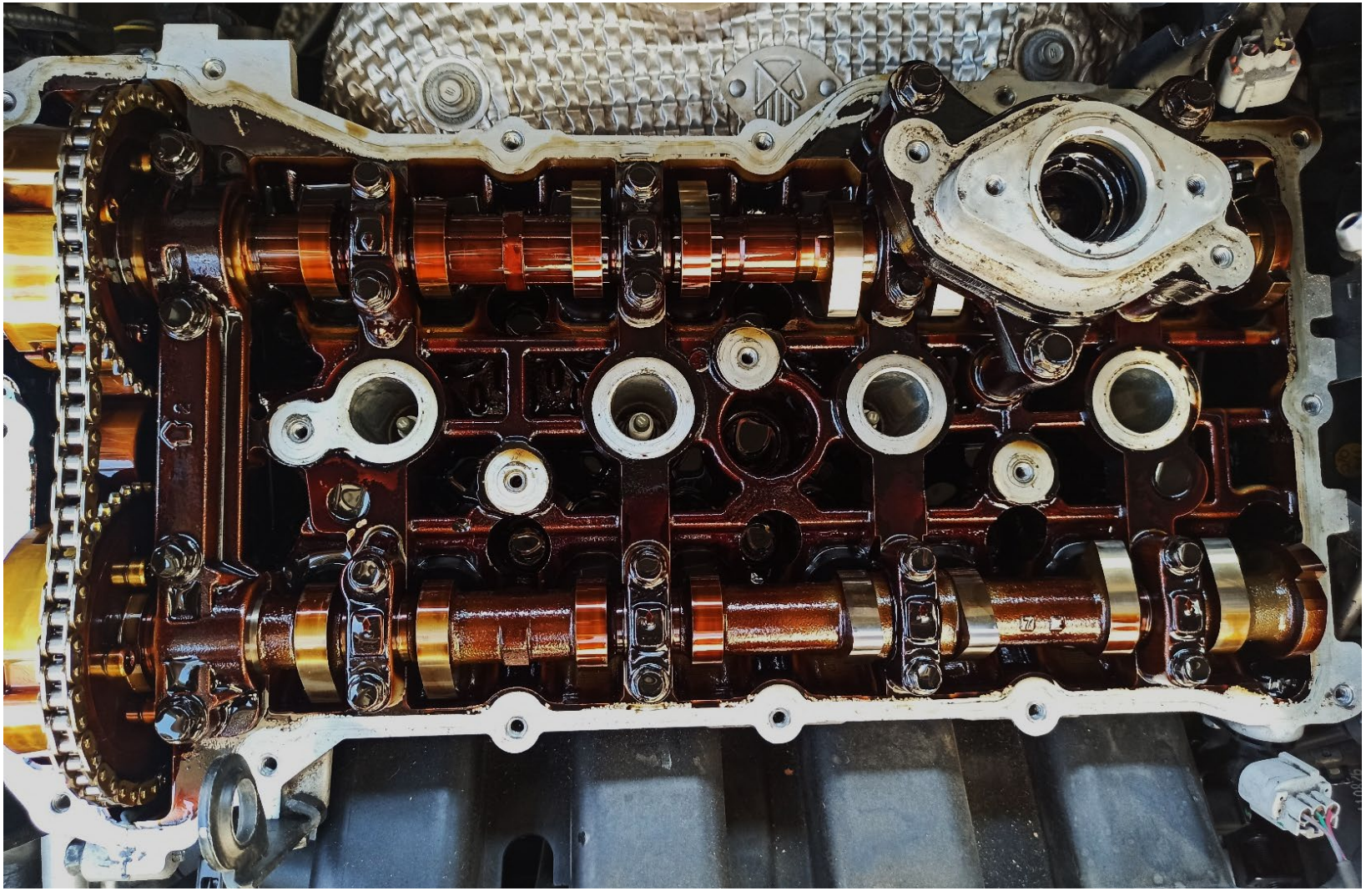
	Lv.3
VT	

	Lv.3
VT	

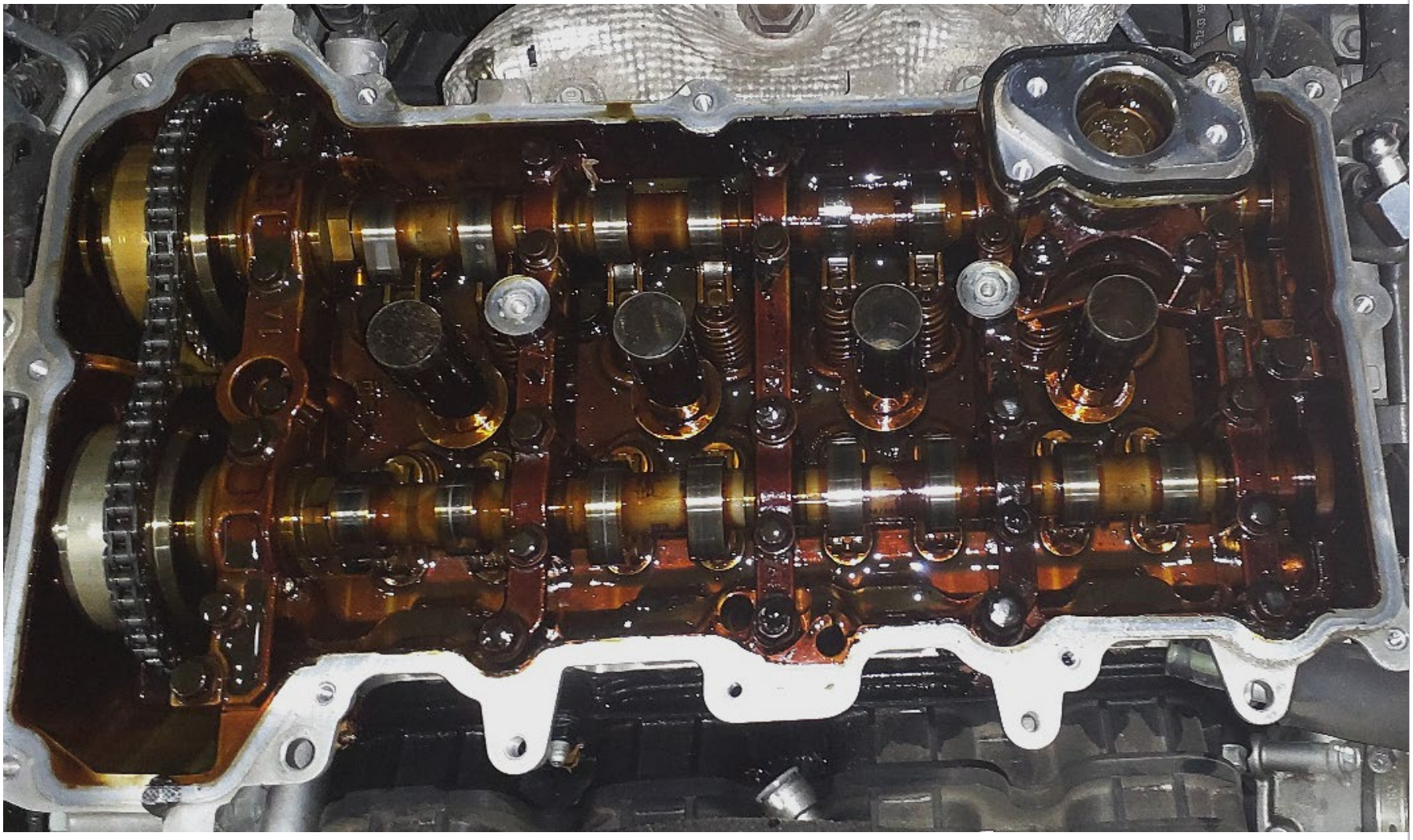
	Lv.4
VT	

	Lv.4
VT	

Level 5

	Lv.5
VT	

Level 5

	Lv.5
VT	

HYUNDAI MOTOR GROUP