



2024 Audit of BBB AUTO LINE

Submitted to the Federal Trade
Commission, State of Florida, and
State of Ohio



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MAC MURRAY
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National Programs

BBB AUTO LINE®

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INTRODUCTION AND METHODOLOGY

BACKGROUND

BBB AUTO LINE, one of the numerous programs beneath the umbrella of BBB National Programs, is an informal dispute settlement mechanism ("Mechanism") that offers mediation and arbitration services to settle automobile warranty disputes outside of court.¹ It primarily deals with cases that are subject to the Magnuson-Moss Warranty Act,² often referred to as the federal Lemon Law, as well as those that are subject to the various state-specific Lemon Laws, which may include age or mileage restrictions.

The Magnuson-Moss Warranty Act ("Magnuson-Moss") was enacted by Congress in 1975 in response to merchants' misuse and misrepresentation of warranties and allowed the Federal Trade Commission ("FTC") to better protect consumers who might be deceived by these warranties. Although Magnuson-Moss applies to written warranties on all consumer goods, it was created specifically with automobiles in mind.

Magnuson-Moss allows compensation to be awarded to consumers who have been sold defective vehicles, provided they can show that the vehicle is under written or implied warranty, that they have given the manufacturer reasonable opportunity to fix the problem,³ and that the manufacturer has been unable or unwilling to fix the defect during that time. The FTC's interpretation of Magnuson-Moss resulted in Rules 700 to 703,⁴ which, among other things, formalized the requirements for warrantors and mechanisms, and encourages companies to use informal dispute resolution mechanisms to settle warranty disputes with their consumers.⁵

As a Mechanism, BBB AUTO LINE is subject to Federal Trade Commission ("FTC") Rules 700-703, and so must be audited annually.⁶ This Audit must be submitted to the FTC and must include: an evaluation of the warrantors' efforts to make consumers aware of the Mechanism in question; a review of the Mechanism's index of each warrantor's disputes; a determination of the adequacy of the Mechanism's complaint handling process; and an analysis of the accuracy of the Mechanism's statistical compilations.⁷

¹ Information about the program can be found at: <https://bbbprograms.org/programs/all-programs/bbb-autoline>.

² 15 U.S.C. § 2301 et seq.

³ The definition of "reasonable opportunity" varies by state. Florida, for example, requires a consumer to allow the manufacturer or authorized service agents at least three repair attempts as well as a final repair attempt, or for the vehicle to be out of service for thirty or more days cumulatively by reason of nonconformity repair(s).

⁴ 16 C.F.R. §§ 700-703.

⁵ <https://www.ftc.gov/business-guidance/resources/businesspersons-guide-federal-warranty-law>

⁶ 16 C.F.R. § 703.7.

⁷ These statistics show the number and percent of disputes in 12 different categories pertaining to the decision or resolution status of each dispute, if the warrantors have had sufficient time to comply with the decision or resolution, and whether or not the warrantors have complied with the decision or resolution.

BBB AUTO LINE utilized Mac Murray & Shuster, LLP (“Auditor”) to assess its compliance with FTC Rules 700-703, as well as state and federal laws. Mac Murray & Shuster LLP, founded in 2007, is a law firm led by former state Consumer Protection regulators and auditors with a dedicated practice providing auditing and compliance management services to highly regulated businesses nationwide. TechnoMetrica Market Intelligence (“TechnoMetrica”) conducted the statistical survey for this audit. It was founded in 1992 and is a full-service firm offering enterprise-class research to a wide variety of industries, and is noted for the accuracy of its polls.

SCOPE

As more fully detailed in the FTC’s Rules for Audits of Informal Dispute Settlement Mechanisms,⁸ this Audit seeks to answer several key questions:

- Are warrantors taking sufficient measures to make consumers aware of BBB AUTO LINE?
- Is BBB AUTO LINE’s complaint handling process and execution adequate?
- Is BBB AUTO LINE compliant as an Informal Dispute Settlement Mechanism under FTC Rule 703 et seq?
- Are BBB AUTO LINE’s statistical compilations as described in FTC Rule 703.6(e) sufficiently accurate?
- Were BBB AUTO LINE’s indices of detailed information as required in FTC Rule 703.6 (Recordkeeping) sufficient?

Auditor seeks to answer these questions based upon the information provided to Auditor by BBB AUTO LINE, TechnoMetrica, and the BBB AUTO LINE warrantors and manufacturers (referred to herein as “Participant Warrantor” or “manufacturer”). Auditor’s role in this project is to approve the method of data collection and to analyze the data collected. As such, the analysis in this report is as accurate as the data allows it to be. That said, the information collected from BBB AUTO LINE, TechnoMetrica, and the Participant Warrantors is as would be expected and consistent with information provided in previous Audit years.

METHODOLOGY

Under 16 C.F.R. § 703.7, the annual Audit of a Mechanism, conducted by a firm of the Mechanism’s choice, must include an evaluation of the Participant Warrantors’ efforts to make consumers aware of the existence of the Mechanism, a review of the indices maintained by the Mechanism, and an analysis of a random sample of disputes to determine the adequacy of all aspects of the Mechanism’s complaint handling and the accuracy of its statistical compilations.

To conduct the Audit, Auditor interviewed BBB AUTO LINE staff⁹ and reviewed the survey script provided to TechnoMetrica. Auditor then analyzed the various documents and statistics provided by BBB AUTO LINE, the Participant Warrantors, and TechnoMetrica. These files included the following:

⁸ 16 C.F.R. § 703.7.

⁹ Auditor interviewed the Senior Manager of Policy and Compliance, the Manager of Training & Continuous Learning, the Quality Assurance Manager, and the Senior Manager of Dispute Resolution Operations.

- Participant Warrantors' program summaries and manuals;
- Participant Warrantors' submissions, including those which were submitted in response to our follow-up questions;
- BBB AUTO LINE's internal indices;¹⁰
- BBB AUTO LINE's internal statistical compilations;¹¹
- A randomly selected subsection of BBB AUTO LINE's case files;
- Six recordings of hearings (two from Ohio, two from Florida, and two from other states);
- BBB AUTO LINE's arbitrator training materials;
- State-specific training courses for arbitrators; and
- Correspondence with the BBB AUTO LINE staff.

Auditor also reviewed, quantified, and summarized the survey results provided by TechnoMetrica.

SUMMARY OF FINDINGS

Auditor found that all Participant Warrantors were taking sufficient measures to make consumers aware of their options for arbitration and were therefore in *SUBSTANTIAL COMPLIANCE*.

Auditor found that BBB AUTO LINE's indices were in *SUBSTANTIAL COMPLIANCE* with §703.6 recordkeeping requirements.

Auditor found BBB AUTO LINE's complaint handling process and the administration thereof to be in *SUBSTANTIAL COMPLIANCE*. Further, BBB AUTO LINE's complaint intake process, initial mediation procedures, and arbitration program were in *SUBSTANTIAL COMPLIANCE* with the Mechanism's requirements under Magnuson-Moss. Similarly, BBB AUTO LINE's statistical compilations regarding decision or resolution status of each dispute, whether the Participant Warrantors had sufficient time to comply with the decision or resolution, and whether the Participant Warrantors have complied with the decision or resolution, were in *SUBSTANTIAL COMPLIANCE*.

Finally, after reviewing the Participant Warrantors' program summaries and manuals, BBB AUTO LINE's internal indices and statistical compilations, training process for arbitrators and arbitration recordings, as well as interviews with BBB AUTO LINE and TechnoMetrica staff, Auditor found that,

¹⁰ As per 16 C.F.R. § 703.6, BBB AUTO LINE maintains indices of each Participant Warrantors' disputes grouped under brand name and sub-grouped under product model; of each Participant Warrantors' refusal or failure to comply with the Mechanism's decision; and any disputes delayed beyond forty (40) days as well as consumer, warrantor, and automobile information and all documentation related to the dispute.

¹¹ As per 16 C.F.R. § 703.6(e), BBB AUTO LINE maintains and compiles statistics twice a year showing the number and percent of disputes in several categories. The categories are as follows: resolved by Mechanism's staff and Participant Warrantor has complied; resolved by Mechanism's staff, time for compliance has occurred, and Participant Warrantor has not complied; resolved by Mechanism's staff and time for compliance has not yet occurred; decided by members and Participant Warrantor has complied; decided by members, time for compliance has occurred, and Participant Warrantor has not complied; decided by members and time for compliance has not yet occurred; decided by members adverse to the consumer; no jurisdiction; decision delayed beyond 40 days under § 703.5(e)(1); decision delayed beyond 40 days under §703.5(e)(2); decision delayed beyond 40 days for any other reason; and pending decision.

in 2024, BBB AUTO LINE was in *SUBSTANTIAL COMPLIANCE* with the regulations set forth in FTC Rules 700-703.

I. ANALYSIS OF WARRANTOR COMPLIANCE

Auditor finds Participant Warrantors associated with BBB AUTO LINE to be substantially compliant with the applicable laws and regulations under state and federal Lemon Laws,¹² including Ohio and Florida, which require separate surveys and analyses. The analysis of these Warrantors is primarily based upon a) Participant Warrantors disclosure obligations and b) how well each Participant Warrantors fulfills those obligations.

FTC RULE 703

Under FTC Rule 700, if a warrantor mentions a Mechanism in its manual, the Mechanism must be compliant with FTC Rules 700-703.¹³ Additionally, warrantors are required to clearly and conspicuously disclose information about the compliant Mechanism on the face of the written warranty¹⁴ including but not limited to:

- the availability of the Mechanism;
- its name and address or a toll-free phone number;
- whether consumers must make use of the Mechanism before seeking remedies under Title I of the Magnuson-Moss Warranty Act, as well as a disclosure that, should the consumer seek remedies not covered by Magnuson-Moss, they need not resort to the Mechanism; and
- where the consumer can find more information on the Mechanism in the accompanying materials.¹⁵

Within the written warranty, or in a section of the accompanying materials, warrantors must provide:

- a method for contacting the Mechanism (either by toll-free phone number or by mail-in form);
- the name and address of the Mechanism;
- a description of what the Mechanism does and what information it requires to rapidly and fairly resolve disputes; and any time limits the Mechanism must abide by.¹⁶

The warrantor must also take reasonable measures¹⁷ to make the consumer aware of the Mechanism at the time of any dispute, and although the warrantor may encourage the consumer to resolve the claim with them directly, they can not require it.¹⁸

¹² 15 U.S.C. § 2301 et seq.

¹³ 16 C.F.R. § 703.2(a).

¹⁴ Defined by 16 CFR § 703.1(h) as "the page on which the warranty text begins," whether the warranty is a separate document or part of a larger document, such as a use and care manual.

¹⁵ 16 C.F.R. § 703.2 (b).

¹⁶ 16 C.F.R. § 703.2 (c).

¹⁷ "Reasonable measures" are primarily determined by Auditor, although some states may have additional requirements. 40 Fed. Reg. 60190, 60198-60199 (1975).

¹⁸ 16 C.F.R. § 703.2 (d).

Upon receiving a directly submitted complaint or dispute, the warrantor must decide to what extent they are willing to satisfy the customer (if at all) and inform the customer of the decision within a reasonable period of time. In the message informing the customer of the decision, the warrantor must feature the aforementioned information about the Mechanism.¹⁹ Similarly, should the Mechanism require information from the warrantor, the warrantor must accurately and promptly fulfill the obligations it has agreed to, including but not limited to: producing full and accurate responses to any reasonable request for information pertaining to the disputes from the Mechanism, and, upon receipt of the Mechanism's decision, immediately informing the Mechanism to what extent the warrantor is willing to and capable of fulfilling the facets of the decision requiring action from the warrantor.²⁰ The warrantor must act in good faith in coming to this decision, and must abide by any reasonable requirements from the Mechanism.²¹

Auditor relied on these requirements to determine the level of compliance for Participant Warrantors.

DUTIES OF PARTICIPANT WARRANTORS

A substantial purpose of this Audit is to determine whether or not a warrantor's manual is in compliance with FTC Rule 703.2, which states that warrantors must disclose certain information about the Mechanism on either the cover or the first page of the warranty (the "face"). Most pertinently, the Mechanism is required to "take steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."²² There is no singular correct way to take these steps; the Federal Register states that specifying the language and method would put undue hardship on the warrantors, for whom there is no one-size-fits-all approach. It suggests various forms of information distribution, such as media advertisement, posters, signs, product stickers, talk shows, or providing materials to consumer columnists or retailers and dealerships. However, ultimately, whether a warrantor has met the requirements is up to the discretion of the Auditor.²³

Some states have additional regulations concerning the providing of information concerning Mechanisms to unsatisfied consumers. Ohio, for example, requires a statement of availability of the Mechanism, the Mechanism's name, address, and toll-free telephone number, and "a statement of the requirement that the consumer resort to a qualified board before initiating a legal action under the act, together with a disclosure that, if a consumer chooses to seek redress by pursuing rights and remedies not created by the act, resort to the board would not be required by any provision of the act" shall be disclosed both on the face of the warranty and/or on a sign posted in a conspicuous place within the dealership.²⁴

Recent survey results indicate that the examples listed in the 1975 Federal Register are outdated. A significant portion of BBB AUTO LINE cases in recent annual audits came from consumers who discovered its existence not through a warranty manual but through an internet

¹⁹ 16 C.F.R. § 703.2 (e).

²⁰ 16 C.F.R. § 703.2 (f).

²¹ 16 C.F.R. § 703.2 (g)-(h).

²² 16 C.F.R. § 703.2 (d).

²³ 40 Fed. Reg. 60190, 60198-99 (1975).

²⁴ Ohio Admin. Code 109:4-4-03(c).

search. In fact, very few people learned of BBB AUTO LINE's existence through a manual; it was more likely that they had been notified of its existence by a dealer or manufacturer representative, an internet search, or the BBB AUTO LINE website. It was almost twice as likely that the consumer heard about BBB AUTO LINE through word of mouth instead of reading about it in their warranty manual.²⁵ The percentage of consumers who discovered BBB AUTO LINE through their warranty manuals has notably decreased, while most other methods have increased in turn.²⁶ Logically, it follows that these other methods of disclosure (outside of the warranty manual) are becoming increasingly more important.

With that in mind, Auditor advises that warrantors make a point of training their staff to inform unsatisfied consumers of BBB AUTO LINE's existence, especially those who have remained unsatisfied after multiple attempts by the manufacturer to rectify their complaints. Warrantors and dealerships should also consider an increased focus on providing information on the Mechanism in places outside of the warranty -- and, in particular, online -- in a way that is likely to be identified by internet search engines and artificial intelligence applications' data gathering in response to searches or queries about an automobile manufacturer warranty and consumer rights.

Some of the notification methods Auditor identified include: signs inside of dealerships,²⁷ cards or placards in dealership service areas, training dealers to inform unsatisfied customers about BBB AUTO LINE (either orally or through written communication), telling consumers about BBB AUTO LINE when they first seek redress at the manufacturing level (either orally or through written communication), and informing consumers about BBB AUTO LINE when a dispute is submitted to the warrantor directly. The gold standard would be the implementation of all these methods. Auditor recommends that BBB AUTO LINE continue to encourage the use of these methods, in addition to the required disclosures in the manufacturer's warranty manuals.

Warrantors, under FTC Rule 703.2(b) and (c), are required to make certain disclosures to consumers on the face of the written warranty and within the warranty manual itself or in a separate section of materials accompanying the product. Many manufacturers disclose the details required by subsections (b) and (c) by informing consumers that BBB AUTO LINE exists on the face of the warranty and directing them to either BBB AUTO LINE directly or the contents of their warranty manuals for details. In addition, consumers may find much of the required information through indirect means, such as signs inside the dealership or an internet search.

Under FTC Rule 703.2(e), warrantors, upon receipt of a dispute, must decide whether it will satisfy the customer and to what extent it is willing to do so. The warrantor is required to inform the customer of its decision and, in that notice, include the information required by Rule 703.2(b) and (c). This Rule applies not only to offer letters but to denials as well. Additionally, it applies to instances in which the customer requests a certain remedy (e.g., a replacement) but the manufacturer rejects the request and instead offers another remedy (e.g., a "good will" payment).

²⁵ See Appendix A, Fig. 1.

²⁶ See Appendix A, Fig. 2.

²⁷ In 2021, BBB AUTO LINE provided a template for warrantors. See Appendix A, Fig. 3.

OBLIGATIONS UNDER FLORIDA PROVISIONS

Florida's Lemon Law was initially under the jurisdiction of the Department of Agriculture and Customer Services. In 2011, however, jurisdiction was transferred to the Office of the Attorney General's Department of Legal Affairs. The Department of Agriculture and Customer Services repealed their regulations pertaining to Lemon Law and the Department of Legal Affairs has yet to publish a replacement. Before 2011, BBB AUTO LINE would have been required to file a report with the Department of Agriculture and Customer Services; since the transfer of authority, it has been treating the previous regulations as active and has been filing the necessary reports with the Department of Legal Affairs.

As set forth by the Florida Attorney General, the following manufacturers were certified²⁸ to participate in BBB AUTO LINE in Florida during 2024:

1. Bentley Motors, Inc.
2. Ford Motor Company
3. General Motors LLC
4. Hyundai Motor America (Including Genesis Division)
5. Kia Motors America, Inc.
6. Mazda Motor of America
7. Nissan Motor Corporation U.S.A. (Including Infiniti Division)
8. Volkswagen/Audi of America, Inc.

Florida's Lemon Law differs from federal laws and regulations in that it specifies a minimum of three repair attempts and a final repair attempt, or that the vehicle has been out of service for a minimum of fifteen days, before the customer is eligible to submit a complaint. If a customer meets the minimum number of repair attempts plus a final repair attempt, or the vehicle has been out of service for thirty days or more plus a final repair attempt, the manufacturer is considered to have had reasonable opportunity to address and repair any issues with the vehicle.²⁹ Florida also requires customers to resort to certified manufacturers' procedures before they can file with Florida's New Motor Vehicle Arbitration Board.³⁰ As such, manufacturers must inform customers, at the time of acquisition how to file a complaint with BBB AUTO LINE. This notice must be clear and conspicuous and include a written statement of the consumer's rights under the Lemon Law.³¹ BBB AUTO LINE provides this information to consumers in its Florida Lemon Law Summary document.

OBLIGATIONS UNDER OHIO PROVISIONS

The Ohio Attorney General's Office reported that the following manufacturers were certified³² to use BBB AUTO LINE in Ohio in 2024,:

1. Ford Motor Company
2. General Motors LLC

²⁸ Ferrari and Maserati also participate in Florida but are not certified.

²⁹ §681.104 et seq., Fla. Stat.

³⁰ Unless a decision has not been issued by the certified program within 40 days, in which case the consumer may apply to remove the dispute to the arbitration board. §681.109 et seq, Fla. Stat.

³¹ §681.103(3), Fla. Stat.

³² Subaru also participates in Ohio but is not certified.

3. Honda Motor Co., Ltd. (Including Acura Division)
4. Hyundai Motor America
5. Isuzu Motors Ltd.
6. Kia Motors America, Inc.
7. Mazda Motor of America
8. Nissan Motor Corporation U.S.A. (Including Infiniti Division)
9. Volkswagen/Audi of America, Inc.
10. Workhorse Custom Chassis

Building on federal Lemon Law, Ohio requires some of the information recorded in the federal requirements for disclosures on the face of the warranty to also be displayed clearly and conspicuously on a sign in a public-facing space within the warrantor's agent's place of business. These disclosures are as follows: a statement of the availability of the arbitration board; the board's name, address, and toll-free telephone number; and a statement informing the customer that they must resort to a qualified arbitration board before initiating legal action, unless not pursuing rights and remedies under sections 1345.71 to 1345.77 of the Revised Code.³³

Ohio requires manufacturers to provide its customers, at the time of purchase, a written statement on a separate piece of paper.³⁴ If a customer receives timely written notification of a certified mechanism, the manufacturer may require that they first resort to the mechanism before bringing civil action against the manufacturer "in a court of common pleas or other court of competent jurisdiction." Similarly, if the customer is not satisfied with the mechanism's decision, or if the manufacturer fails to fulfill the decision in a timely manner, the consumer may bring action against them.³⁵ Warrantors must also disclose clearly and conspicuously that "the process of seeking redress directly from the warrantor is optional and may be terminated at any time by either the consumer or warrantor" and that "if the matter is submitted to a qualified board, a decision, which shall be binding on the warrantor, will be rendered within forty days from the date that the board first receives notification of the dispute."³⁶

BBB AUTO LINE provides this information to consumers in its Ohio Lemon Law Summary document.

³³ Ohio Admin. Code 109:4-4-03(C)

³⁴ The disclosure is as follows:

IMPORTANT: IF THIS VEHICLE IS DEFECTIVE, YOU MAY BE ENTITLED UNDER STATE LAW TO A REPLACEMENT OR TO COMPENSATION.

In the case of a leased motor vehicle, the written statement described in this division shall be provided to the consumer by the manufacturer, either directly or through the lessor, at the time of execution of the lease agreement.

Ohio Rev. Code § 1345.74.

³⁵ Ohio Rev. Code § 1345.77.

³⁶ Ohio Admin. Code 109:4-4-03(E)

MANUFACTURER AUDIT RESULTS

INTRODUCTORY OBSERVATIONS AND SUMMARY OF FINDINGS

Auditor's review identified 25 manufacturers³⁷ that participated in BBB AUTO LINE on a national level (National Participants) in 2024 and 10 manufacturers³⁸ that participated on an individual state level (State Participants). Each of these manufacturers are identified on the BBB AUTO LINE website as participants. All 2024 Warrantor Participants at the national level were found to be in substantial compliance.³⁹

MANUFACTURER SUBMISSIONS: PREVIOUSLY AUDITED MANUFACTURERS

Auditor reviewed all manufacturer submissions, which consisted of consumer facing materials such as warranty and owner's manuals, as well as manufacturer's internal materials, including training manuals, if provided, and summarized the review of those materials for each individual manufacturer. Most of the manufacturers that were found in substantial compliance in the 2023 Audit did not make substantive changes to the disclosures required by Rule 703.2. As such, Auditor's process was to confirm that the language was unchanged and then to adopt the language used in the 2023 Audit unless the language within the manual had been changed since the 2023 version.

³⁷ Audi, Bentley, Buick, Cadillac, Chevrolet, Ford, Genesis, GMC, Hyundai, Infiniti, Jaguar, Kia, Koenigsegg, Lamborghini, Land Rover, Lincoln, Lotus, Lucid, Mazda, McLaren, Nissan, Nissan LCV, Pagani, Rivian, Volkswagen.

³⁸ Aston Martin, BMW, Ferrari, Maserati, Mercedes-Benz, Mini Cooper, Rolls Royce, Subaru, Volvo, Winnebago.

³⁹ Volvo, Subaru, and Winnebago are BBB AUTO LINE participants on a state-by-state basis and provided warranty materials that do not mention a third-party dispute resolution mechanism. BMW left the BBB AUTO LINE program in June of 2024 and provided a 2024 warranty manual that mentioned an alternate third-party dispute resolution mechanism.

ASTON MARTIN

Aston Martin participates only in California and submitted its 2023 DB12 Owner's Handbooks. The Owner's Handbook has not changed related to the warranty disclosures.

Aston Martin is in SUBSTANTIAL COMPLIANCE with the applicable provisions of federal law.

Binding Arbitration. In addition to the matters covered in the chart below, Aston Martin's owner's manual (which contains its warranty terms) has an optional binding arbitration provision. The reference appears just before the text telling consumers that BBB AUTO LINE is available in California. Aston Martin tells consumers that, if they are not satisfied with the manufacturer's prior efforts, they can pursue one of two possible routes. The first is to seek arbitration and the second is that "[i]f your dispute is in the state of California, contact the Better Business Bureau (BBB)." Aston Martin's binding arbitration provision may apply everywhere *but* California. Aston Martin's provision does not specify an organization under whose auspices the arbitration will be conducted; rather, it only identifies the Rules of Commercial Arbitration of the American Arbitration Association, including its Supplementary Procedures for Consumer Related Disputes, will apply.

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule 703.2(b) (and Rule 703.1(h) to define "the face of the warranty.")	Aston Martin provides the required information but without the proper placement. BBB AUTO LINE is not mentioned until page B.23.
(2) Rule 703.2(c).	Aston Martin provides the required information.
(3) Rule 703.2(d) – "steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule 703.2(d) – prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE. ⁴⁰	The manual states that BBB AUTO LINE may be available after the consumer completes three prior steps (raising concern with the authorized dealer service manager, then contacting dealership ownership or general manager, then contacting an official associated with Aston Martin Lagonda of North America, Inc.)

⁴⁰ Rule 703.2(d) provides that the rule does not "limit the warrantor's option to encourage consumers to seek redress directly from the warrantor as long as the warrantor does not expressly require consumers to seek redress directly from the warrantor."

(5) Rule 703.2(e) - in telling consumers whether and to what extent the warrantor will satisfy a consumer request submitted directly to the warrantor, "the warrantor shall include the information required in § 703.2(b) and (c) of this section."	The rule by its terms is not limited to consumers whose request for a repurchase is denied. ⁴¹
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⁴¹ By its terms, for example, the rule would apply when a manufacturer denies other requested relief (such as a request for repairs) but offers an alternative remedy to requested relief (such as a cash settlement or an extended service plan in lieu of a repurchase); or even, arguably, when the manufacturer grants the consumer's request (where, particularly for repair remedies, the information would be useful if the consumer is not satisfied with the implementation of the remedy).

BENTLEY

Bentley participates in all states and is certified in Florida. Bentley provided its California's Certified Arbitration Programs information, Consumer Guide to Florida Lemon Law, Customer letters regarding BBB AUTOLINE, 2025 Flying Spur Owner's Handbook, 2025 Continental GT and GT Convertible Owner's Handbooks, 2025 Bentayga, Bentayga EWB and Bentayga Hybrid Owner's Handbooks, and the Bentley Home Charging Unit Basis. Review of the 455-page 2025 Continental GT Convertible Owner's Handbook is referenced below. Warranty disclosures have not changed.

Bentley is in SUBSTANTIAL COMPLIANCE with the applicable provisions of federal law.

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule §703.2(b) (and Rule §703.1(h) To define "the face of the warranty.")	Bentley provides the required disclosures; however, the manual does not mention the BBB AUTO LINE dispute resolution program until page 416 after the limited warranty information. Contact information regarding the BBB AUTO LINE is provided in a paragraph and is not clearly and conspicuously disclosed.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	Bentley provides the required disclosures regarding the BBB AUTO LINE informal dispute settlement program and BBB AUTO LINE contact information on page 429.
(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure. BBB AUTOLINE is mentioned 40 times.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	Bentley is in compliance.
(5) Rule §703.2(e) In telling consumers whether and to what extent the warrantor will satisfy a consumer request submitted directly to the warrantor, "the warrantor shall include the information required in § 703.2(b) and (c) of this section."	Bentley is in compliance.

Additional Florida Disclosure	
(F1) §681.103(3) Clear and conspicuous disclosure of how and where to file a claim, accomplished through the distribution of a booklet prepared by the Florida Attorney General's office.	Bentley provided the Consumer Guide to Florida Lemon Law published by the office of the Florida Attorney General. The prominence of this booklet would be a factor in an analysis of whether Bentley takes reasonable steps to make consumers in Florida aware of BBB AUTO LINE at the time a warranty dispute arises.

FERRARI

Ferrari participates in Florida and California; however, it is not certified in Florida and not subject to the Florida audit. Ferrari provided the 2024 Warranty and Service Books for the 2024 Ferrari 296 GTS, 2024 Ferrari Purosangue, and 2024 Ferrari 812 CompetizioneA. The Warranty and Service Book for the Ferrari Purosangue is referenced for Audit review unless otherwise indicated.

Ferrari is in SUBSTANTIAL COMPLIANCE with the applicable provisions of federal law.

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule §703.2(b) (and Rule §703.1(h) To define "the face of the warranty.")	Introductory text in the Warranty and Service Book (Ferrari provided three model-specific variants) includes the required information. Disclosure of the BBB AUTO LINE informal dispute settlement program is included in red lettering in a red box on the first page that discusses the Limited Warranty. The text has a California-specific discussion, which is preceded by a discussion which is not state specific. The non-state-specific discussion provides that, "[i]n certain states where BBB AUTO LINE is available, you are specifically required to use BBB AUTO LINE before exercising your rights or seeking remedies under [the Magnuson-Moss Act]." In describing the availability of BBB AUTO LINE, Ferrari does not disclose that, even in states where the program is available, there are age, mileage, and other limits on its availability.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	Ferrari predominantly discloses information regarding the BBB AUTO LINE informal dispute settlement program and BBB AUTO LINE contact information boxed in red letters on page 14. However, Ferrari provides additional required information in a section exclusively directed at California consumers but does not make clear the additional information provided regarding the BBB AUTO LINE applies to all states.
(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	The discussions described in the previous sections are reasonably prominent. The former runs for two pages with prominent and multiple all-caps references to BBB AUTO LINE and a bold-faced all-caps heading "NOTICE TO CALIFORNIA CONSUMERS." The latter is highlighted by a red box and is in all-red type. Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to

	participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	The second bullet point of the California-specific discussion provides, "If you have a problem arising under a Ferrari written warranty, we encourage you to bring it to our attention. If we are unable to resolve it, you may file a claim with BBB AUTO LINE."
(5) Rule §703.2(e) In telling consumers whether and to what extent the warrantor will satisfy a consumer request submitted directly to the warrantor, "the warrantor shall include the information required in §703.2(b) and (c) of this section."	Ferrari predominantly discloses information regarding the BBB AUTO LINE informal dispute settlement program and BBB AUTO LINE contact information boxed in red letters on page 14. However, Ferrari provides additional required information in a section exclusively directed at California consumers but does not make clear the additional information provided regarding the BBB AUTO LINE applies to all states.

FORD MOTOR CO. (INCLUDING LINCOLN)

Ford participates in all states and is certified in Florida and Ohio. Ford sells luxury cars under its Lincoln brand. For the current audit, Ford provided the 2025 Model Year Ford Warranty Guide and the 2025 Ford F-150 Owner's Manual. Ford advised that the same information is provided in the owner's manual for all eligible model owners for the BBB AUTO LINE process. The 2025 Model Year 2025 Ford Warranty Guide is referenced for Audit review unless otherwise indicated.

Ford is in SUBSTANTIAL COMPLIANCE with the applicable provisions of federal, Florida, and Ohio law.

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule §703.2(b) (and Rule §703.1(h) To define "the face of the warranty.")	Ford provides the required information. There is an initial reference to the BBB AUTO LINE on page 2 under "Important information you should know" and the BBB AUTO LINE is included as line-item No. 10 in the Table of Contents of the 2025 Warranty Guide. A BBB AUTO LINE discussion on pages 2 and 8 references a more detailed discussion of the BBB AUTO LINE on page 65. In addition to discussions of BBB AUTO LINE in the Warranty Guide, the program is also discussed in Ford's Owners' Manual; it appears, for example, on pages 641-642 of the 2025 Ford F1-150 Owner's Manual. Discussion in the Owner's Manual does not mention prior resort. Although Ford does not expressly note that it imposes age, mileage, and other limits on the availability of the program, it does note that claims are reviewed "for eligibility under the Program Summary Guidelines" (page 642).
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	Ford provides the required disclosures on page 65.
(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	Consumers are told that the program exists on page 2 of the Warranty Guide with the heading "Important information you should know" with a subheading "IF YOU NEED ASSISTANCE" in all capital letters. The more extensive discussion that follows later in the Warranty Guide on page 65 is highlighted on the second page of the Table of Contents by a reference to "BETTER BUSINESS BUREAU (BBB) AUTO LINE PROGRAM." Additionally, BBB AUTO LINE is also mentioned on page 8 under "The New Vehicle Limited Warranty" informing the customer that Ford participates in the BBB AUTO LINE program and referring the customer to page 65 for more information.

	There is a discussion of the BBB AUTO LINE in the 2024 Owner's Manual on pages 641-642 and a reference to it under "Customer Information" on page 17 in the Table of Contents. Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	Ford's Owner's Manual states that if a warranty concern has not been resolved using Ford's previously outlined three-step procedure, the customer may be eligible to participate in the BBB AUTO LINE program.
(5) Rule §703.2(e) In telling consumers whether and to what extent the warrantor will satisfy a consumer request submitted directly to the warrantor, "the warrantor shall include the information required in §703.2(b) and (c) of this section."	Ford did not provide documentation but stated in their Response letter: "Ford does not generally provide form letters to dissatisfied customers. These responses are provided verbally (Ford relies on previously submitted CRC Knowledge base article on BBB). Ford provides letter responses to California customers (previously provided and Ford still relies on the document DNQ LETTER BLANK UPDATED and DNQ LETTER BLANK Lincoln UPDATED)."
Additional Florida Disclosure	
(F1) §681.103(3) Clear and conspicuous disclosure of how and where to file a claim, accomplished through the distribution of a booklet prepared by the Florida Attorney General's office.	Ford advises that it distributes the consumer's guide prepared by the Florida Attorney General's office. The prominence of this booklet would also be a factor in an analysis of whether Ford takes reasonable steps to make consumers in Florida aware of BBB AUTO LINE at the time a warranty dispute arises.
Additional Ohio Disclosures	
(O1) Code §1345.74(A) Lemon Law disclosure on a separate sheet of paper.	Ford stated in their Response letter "As it relates to the Ohio regulations, Ford provided an Electronic Field Communication (EFC) to the Ohio dealers (previously provided and Ford still relies on the document – Ohio 2014 EFC). Ford provided a Lemon Law Rights Notice to Ohio Consumers that includes the required disclosures.
(O2) Rule §109:4-4-03(C) (1), (2), and (4) Disclosures on the "face of the written warranty" and on a sign.	For the "face of the written warranty" requirement, Ohio Rule 109:4-4-01(C)(5) (paralleling a federal provision) provides that a "face of the warranty" disclosure can be met by disclosure in an alternative document. The warranty manual contains the required documentation.

(O3) Rule §109:4-4-03(C)(3) Prior repair disclosure, with specified text, on a sign or a separate sheet of paper provided to the consumer "at the time of the initial face-to-face contact."	Ford provided a Lemon Law Rights Notice to Ohio Consumers that includes the required disclosures.
(O4) Rule §109:4-4-03(E) Taking steps reasonably calculated.	The warranty manual contains the required disclosures.
(O5) Rule §109:4-4-03(E) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE (paralleling item (4)) <i>and</i> requirement of affirmative disclosures to consumers that the use of such process is optional and may be terminated at any time by either the consumer or warrantor.	Ford does not require that consumers use the manufacturer's complaint process prior to contacting the BBB AUTO LINE.

GENERAL MOTORS CO. (INCLUDING BUICK, CADILLAC, CHEVROLET, AND GMC)

General Motors Company participates in all states and is certified in Florida and Ohio. Its four core automobile brands are Buick, Cadillac, Chevrolet, and GMC. General Motors provided a 2025 Limited Warranty and Owner Assistance Information and 2025 Equinox Owner's Manual. References in the discussion below are regarding both manuals. GM advised the verbiage is the same for all GM makes and models. Warranty and Owner's Manual Verbiage is the same. The Customer Satisfaction/Information section is housed in one location and extracted to be included in each brands/models owner manual and warranty manual.

General Motors is in SUBSTANTIAL COMPLIANCE with the applicable provisions of federal, Florida, and Ohio law with the qualifications noted below.

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule §703.2(b) (and Rule §703.1(h) to define "the face of the warranty.")	"Chevrolet's Participation in an Alternative Dispute Resolution Program See <i>Customer Satisfaction Procedure</i> → 24 for information on the voluntary, non-binding Alternative Dispute Resolution Program in which Chevrolet participates." "Alternative dispute resolution program" is prominently mentioned on page 1 of the warranty manual, preceding the warranty text. The text does not mention BBB AUTO LINE by name, but it does inform the customer the booklet contains important information about their vehicle's warranty coverage. This information is disclosed on the cover page (face) of the warranty. However, it does not include BBB AUTO LINE's name and address or name and a telephone number; the statement consumers may use BBB AUTO LINE without charge; a statement of any requirement that the consumer resort to the BBB AUTO LINE before exercising rights or seeking remedies created by Magnum Moss; together with the disclosure that if a consumer chooses to seek redress by pursuing rights and remedies not created by Magnum Moss, resort to the BBB AUTO LINE would not be required. The text, however, references a later discussion which discloses most of the requirements to be disclosed on the face of the warranty.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	General Motors addresses the subjects required by the rule, except for the types of information that consumers will need to provide to BBB AUTO LINE. It makes it explicit that participation in BBB AUTO LINE is limited by vehicle age, mileage, and other factors.

(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	The above-cited notice on page 1 prominently references alternative dispute resolution, although BBB AUTO LINE is not specifically identified by name. Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	The text indicates that BBB AUTO LINE may be available if the consumer continues to remain unsatisfied after previously described internal procedures have not resolved the issue.
(5) Rule §703.2(e) In telling consumers whether and to what extent the warrantor will satisfy a consumer request submitted directly to the warrantor, "the warrantor shall include the information required in § 703.2(b) and (c) of this section.	GM has advised that consumers are told orally about the results of its internal review; during that discussion, GM further advised, they are also told about BBB AUTO LINE and referred to the owner's and warranty manuals for more information. Rather than directly provide more detailed information required by Rule 703.2(e), the text provides the information indirectly by directing the consumer to the owner's and warranty manuals. GM provided the following required scripting stated in GM Document SS6011 used in directing customers to BBB AUTO Line: "... Should a customer disagree with a denial and you are unable to resolve the customer's concern through appropriate Goodwill or your offer to assist in resolving all vehicle concerns have been denied/addressed, direct the customer to the BBB AUTO LINE website. Let the customer know that GM has partnered with the BBB AUTO LINE, which is an impartial third-party dispute resolution program that is administered by the National Programs. The program is available at no cost to GM customers and the decision of the BBB AUTO LINE is binding to the manufacturer. This information is also available in their owner's manual, warranty booklet, which is also available online and in their Brand App."
Additional Florida Disclosure	
(F1) §681.103(3) Clear and conspicuous disclosure of how and where to file a claim, accomplished through the distribution of a booklet prepared by the Florida Attorney General's office.	General Motors advises the Florida Lemon Law Point of Sale Instructions are available online in GM's IStore and can be downloaded by its dealerships. Florida dealers can order necessary quantities of the Consumer Guide to Florida Lemon Law.

Additional Ohio Disclosures	
(O1) Code §1345.74(A) Lemon Law disclosure on a separate sheet of paper.	GM has provided the requisite documentation, along with instructions to dealers.
(O2) Rule §109:4-4-03(C) (1), (2), and (4) Disclosures on the "face of the written warranty" and on a sign.	For the "face of the written warranty" requirement, Ohio Rule 109:4-4-01(C)(5) (paralleling a federal provision) provides that a "face of the warranty" disclosure can be met by disclosure in an alternative document, and General Motors provides the relevant information in a separate document that dealers are instructed to distribute to consumers. Dealers are also instructed to post this information as a sign.
(O3) Rule §109:4-4-03(C)(3) Prior resort disclosure, with specified text, on a sign or a separate sheet of paper provided to the consumer "at the time of the initial face-to-face contact."	The sign noted in item (O2) satisfies this requirement.
(O4) Rule §109:4-4-03(E) Taking steps "reasonably calculated to make consumers aware of the existence of the board at the time consumers experience warranty disputes."	In Ohio, the concern is mitigated by the signage disclosure noted in item (O2).
(O5) Rule §109:4-4-03(E) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE (paralleling item (4)) and requirement of affirmative disclosures to consumers that the use of such process is optional and may be terminated at any time by either the consumer or warrantor.	GM has not provided documents showing that it makes the affirmative disclosure. However, GM provided "Ohio Lemon Law Point-of-Sale Instructions" sent to dealers pursuant to the GM new vehicle delivery procedure, which requires the dealer and customer to sign a new vehicle delivery form that acknowledges delivery and receipt of Ohio's lemon law information.

HYUNDAI MOTOR AMERICA (INCLUDING GENESIS)

Hyundai and Genesis participate in all states and are certified in Florida and Ohio for the 2024 Audit year. Hyundai provided its 2024 Owner's Handbook & Warranty Information and Hyundai "Let Hyundai help you" BBB AUTO LINE information dealer card; Genesis provided the Warranty Information & 2024 Owner's Handbook and Genesis "Let Genesis help you" BBB AUTO LINE information dealer card. The page numbers cited below refer to the Hyundai 2024 Owner's Handbook & Warranty Information booklet, unless otherwise specified.

For reasons discussed below, Hyundai and Genesis are in SUBSTANTIAL COMPLIANCE with the applicable disclosure provisions of federal, Florida, and Ohio law.

Hyundai's 2024 Owner's Handbook and Warranty Information informs consumers about BBB AUTO LINE and required prior resort to BBB AUTO LINE for Magnuson-Moss claims (except in Georgia) or "if you are seeking remedies under the 'Lemon Laws' of your state if your state statute requires you to do so." BBB AUTO LINE is discussed on pages 9-12, and the Genesis manual has similar text.

The binding arbitration section states that binding arbitration is for California vehicles only:

"PLEASE READ THIS SECTION IN ITS ENTIRETY AS IT AFFECTS YOUR RIGHTS. THIS SECTION DOES NOT PRECLUDE YOU FROM FIRST PURSUING ALTERNATIVE DISPUTE RESOLUTION THROUGH BBB AUTO LINE AS DESCRIBED IN THE "ALTERNATIVE DISPUTE RESOLUTION" PROVISION IN SECTION 3 OF THIS HANDBOOK."

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule §703.2(b) (and Rule 703.1(h) To define "the face of the warranty.")	Hyundai provides information about BBB AUTO LINE in two discussions that are separate but in close proximity to each other (pages 9-10 and 12). BBB AUTO LINE is boldly noted in the Table of Contents on page 3. The placement satisfies the "face of the warranty" requirement. Hyundai notes in the handbook on page 12 that time and mileage limitations may apply.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	Hyundai makes the required disclosures on pages 9&10.
(3) Rule §703.2(d) Steps reasonably calculated to make consumers aware of the Mechanism's existence at the	The disclosures in the warranty book are prominent. BBB AUTO LINE is expressly mentioned in the Table of Contents. Hyundai did not provide information regarding other disclosures at either the dealership level or upon the consumer's initial contact with Hyundai's service center.

time consumers experience warranty disputes."	Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE. ⁴²	Before describing BBB AUTO LINE in the warranty manual, Hyundai recommends that consumers follow a series of internal steps but does not require it.
(5) Rule §703.2(e) In telling consumers whether and to what extent the warrantor will satisfy a consumer request submitted directly to the warrantor, "the warrantor shall include the information required in §703.2(b) and (c) of this section."	Hyundai provides this information on page 9 informing the consumer in explicit detail of the BBB AUTO LINE alternative dispute resolution program.
Additional Florida Disclosure	
(F1) §681.103(3) Clear and conspicuous disclosure of how and where to file a claim, accomplished through the distribution of a booklet prepared by the Florida Attorney General's office.	Hyundai advises that it provides the Florida Consumer's Guide to its dealers.
Additional Ohio Disclosures	
(O1) Code §1345.74(A) Lemon Law disclosure on a separate sheet of paper.	Hyundai advises that it provides the Lemon Law disclosure in the pages of its warranty supplement devoted to Ohio, but not on a separate sheet of paper.
(O2) Rule §109:4-4-03(C) (1), (2), and (4) Disclosures on the "face of the written warranty" and on a sign.	Hyundai advises that it discloses the required information on the face of its warranty. Information regarding a sign was not provided.
(O3) Rule §109:4-4-03(C)(3) Prior resort disclosure, with	Hyundai discloses the required information of the face of its warranty.

⁴² Rule 703.2(d) provides that the rule does not "limit the warrantor's option to encourage consumers to seek redress directly from the warrantor as long as the warrantor does not expressly require consumers to seek redress directly from the warrantor."

specified text, on a sign or a separate sheet of paper provided to the consumer "at the time of the initial face-to-face contact."	
(O4) Rule §109:4-4-03(E) Taking steps "reasonably calculated to make consumers aware of the existence of the board at the time consumers experience warranty disputes."	Information disclosed in the warranty manual clearly identifies and explains the BBB AUTO LINE program regarding warranty disputes.
(O5) Rule §109:4-4-03(E) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE (paralleling item) (4) and requirement of affirmative disclosures to consumers that the use of such process is optional and may be terminated at any time by either the consumer or warrantor.	Hyundai does not require that consumers use the manufacturer's complaint process prior to contacting the BBB AUTO LINE.

JAGUAR/LAND ROVER NORTH AMERICA

Jaguar and Land Rover participate in all states but are not certified in Florida or Ohio. Unless the context clearly indicates otherwise, references to Jaguar include Land Rover as well. Jaguar submitted the 2024 Owner's Handbook for the F-Pace, Land Rover Discovery, Land Rover Discovery Sport, Land Rover Defender, Range Rover, Range Rover Sport, Range Rover Velar, and Range Rover Evoque.

Each includes a detailed description of BBB AUTO LINE, generally, followed by state-specific information. References in the chart below are to the 2024 Range Rover Owner's Handbook, which appears comparable to all the Land Rover manuals.

Jaguar is in SUBSTANTIAL COMPLIANCE with the applicable provisions of federal laws with the qualifications noted below.

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule §703.2(b) (and Rule 703.1(h) To define "the face of the warranty.")	Jaguar provides the required information, but without the proper placement. BBB AUTO LINE is not mentioned until page 553. BBB AUTO LINE is cited 168 times in the 676-page manual.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	Jaguar addresses the required subjects and provides all required information under Magnuson-Moss including each state-specific disclosure under "Dispute Resolution – USA" (pages 553-633).
(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	See (2). Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	Jaguar states, "If you have a problem under JLRNA written warranty, we encourage you to bring it to our attention. If we are unable to resolve your problem, you may file a claim with the BBB AUTO LINE" and provides the required disclosures.
(5) Rule §703.2(e) In telling consumers whether and to what extent the warrantor will satisfy a consumer request submitted directly to the	See (4).

warrantor, "the warrantor shall include the information required in §703.2(b) and (c) of this section."	
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KIA MOTORS AMERICA INC.

Kia participates in all states and is certified in Florida and Ohio. References and Consumer are to the 2024 Warranty and Consumer Information Manual used for most Kia vehicles.

Kia is in SUBSTANTIAL COMPLIANCE with the applicable provisions of federal, Florida, and Ohio law, with the qualifications noted below.

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule §703.2(b) (and Rule §703.1(h) To define "the face of the warranty.")	Kia makes the required disclosures. BBB AUTO LINE is first mentioned on page 4 of the warranty manual and provides detailed information regarding BBB AUTO LINE on pages 42-43. Specific information for each individual state is provided on pages 44-109. Kia tells consumers that participation in BBB AUTO LINE is limited by age, mileage, and other contributing factors.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	Kia addresses the subjects required except for the types of information that consumers will need to provide to BBB AUTO LINE.
(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	State-specific Lemon Law information and notices are included on pages 44-109 which typically mention (often multiple times and highlighted with capital letters) BBB AUTO LINE. With over 259 references to BBB AUTO LINE in the booklet, there is a good chance that a consumer who looks at the book will see the reference. No information was provided as to other disclosures at either the dealership level or upon the consumer's initial contact with Kia's service center. Kia also tells consumers about BBB AUTO LINE in a letter sent via email acknowledging receipt of their concerns stating, that "if they believe Kia is unable to satisfactorily address their concern, a third-party alternative resolution program called BBB AUTO LINE is available to you," which includes BBB AUTO LINE's address and telephone number. Kia gives the same notice about BBB AUTO LINE if a consumer who requests a repurchase or replacement is offered a goodwill payment. Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of

	which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	Kia indicates that BBB AUTO LINE may be available if previously described internal procedures have not resolved an issue.
(5) Rule §703.2(e) In telling consumers whether and to what extent the warrantor will satisfy a consumer request submitted directly to the warrantor, "the warrantor shall include the information required in §703.2(b) and (c) of this section."	Kia sends a letter via email at the time the consumer contacts Kia regarding a warranty dispute alerting consumers to BBB AUTO LINE. When a subsequent decision is rendered in writing, contact information for BBB AUTO LINE is specifically provided. Kia provides this information both when it declines a repurchase request and when it makes a "goodwill" case offer in response to the consumer's repurchase request. While they direct consumers to BBB AUTO LINE, these letters do not contain all the required disclosures.
Additional Florida Disclosure	
(F1) §681.103(3) Clear and conspicuous disclosure of how and where to file a claim, accomplished through the distribution of a booklet prepared by the Florida Attorney General's office.	Kia did not provide a separate booklet for Florida, however, the Owner's Manual states on the Notice to Consumers State of Florida page "The Motor Vehicles Defect Notification form is provided to you in the pamphlet 'Consumer Guide to the Florida Lemon Law' found in the glove compartment of your vehicle." The prominence of this booklet would also be a factor in an analysis of whether Kia takes reasonable steps to make consumers in Florida aware of BBB AUTO LINE at the time a warranty dispute arises.
Additional Ohio Disclosures	
(O1) Code 1345.74(A) Lemon Law disclosure on a separate sheet of paper.	Kia provides the required information on the Ohio-specific page in its Warranty and Consumer Information Manual.
(O2) Rule §109:4-4-03(C) (1), (2), and (4) Disclosures in the warranty manual and on a sign.	Kia is compliant in terms of the required disclosures in the Warranty and Consumer Information Manual. Kia did not provide information regarding a sign.

(O3) Rule §109:4-4-03(C)(3) Prior resort disclosure, with specified text, on a sign or a separate sheet of paper provided to the consumer "at the time of the initial face-to-face contact."	Kia provides the required information on the Ohio-specific page in its Warranty and Consumer Information Manual.
(O4) Rule §109:4-4-03(E) Taking steps "reasonably calculated to make consumers aware of the existence of the board at the time consumers experience warranty disputes."	Kia provides the required information on the Ohio-specific page in its Warranty and Consumer Information Manual.
(O5) Rule §109:4-4-03(E) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE and requirement of affirmative disclosures to consumers that the use of such process is optional and may be terminated at any time by either the consumer or warrantor.	The general discussion of BBB AUTO LINE in Kia's manual indicates that BBB AUTO LINE may be available in the event that previously described internal procedures have not resolved an issue; however, similar language does not appear in the Ohio-specific portions of the manual. Kia does not make the affirmative disclosure that the use of such process is optional and may be terminated at any time by either the consumer or warrantor or that resort to the internal process is optional.

KOENIGSEGG

Koenigsegg participates in all states but is not certified in Florida or Ohio.

Koenigsegg provided the 2024 Jesko Attack and Jesko Absolut Owners Manuals⁴³ which are in SUBSTANTIAL COMPLIANCE with the applicable provisions of federal law.

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule §703.2(b) (and Rule §703.1(h) To define "the face of the warranty.")	Koenigsegg provides the required information but without the proper placement. Although BBB AUTO LINE is listed in the Table of Contents under Warranty Terms, disclosures regarding the BBB AUTO LINE are not mentioned until after the warranty information.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	Koenigsegg provides the required information.
(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	Apart from the warranty booklet, Koenigsegg submitted no materials or responses showing efforts to tell consumers about BBB AUTO LINE. Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	Koenigsegg does not expressly require consumers to use its internal procedures.
(5) Rule §703.2(e) In telling consumers whether and to what extent the warrantor will satisfy a consumer request submitted directly to the warrantor, "the warrantor shall include the information required in 703.2(b) and (c) of this section."	Koenigsegg provides the required disclosures in D.18. BBB AUTO LINE Dispute Resolution Services in its Owner's Manual.

⁴³ This manual does not include page numbers.

LAMBORGHINI

Lamborghini participates in all states but is not certified in Florida or Ohio. It provided a 2024 Warranty Manual.

Lamborghini is in SUBSTANTIAL COMPLIANCE with applicable provisions of federal law.

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule §703.2(b) (and Rule §703.1 (h) To define "the face of the warranty.")	Lamborghini initially mentions the BBB AUTOLINE on page 15 and refers the consumer to page 31 which includes the required disclosures age, mileage, and other limits on the availability and scope of the program under "Consumer Protection Information."
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	Lamborghini discloses the types of information required by the rule.
(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	Lamborghini is in compliance. Mention of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	Lamborghini does not require consumers to use its internal review process before advancing to BBB AUTO LINE for purposes of Magnuson-Moss.
(5) Rule §703.2(e) In telling consumers whether and to what extent the warrantor will satisfy a consumer request submitted directly to the warrantor, "the warrantor shall include the information required in §703.2(b) and (c) of this section."	Lamborghini is in compliance.

LOTUS

Lotus participates in all states and is not certified in Florida or Ohio. It provided a 2024 MIRA Warranty Booklet and 2021 Lemon Law Booklet. Lotus confirmed warranty disclosures in the 2021 Lemon Law Booklet have not changed.

Lotus is in SUBSTANTIAL COMPLIANCE with applicable provisions of federal law.

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule §703.2(b) (and Rule §703.1(h) To define “the face of the warranty.”)	Lotus makes the required disclosures with the proper placement on pages 3 and 11, respectively.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	Lotus addresses the types of information required by the rule in the Lemon Law supplement noted above (to which the notice in the warranty manual refers). This is consistent with Rule 703.2(c), which requires disclosures in the written warranty or “a separate section of materials accompanying the product.”
(3) Rule §703.2(d) “Steps reasonably calculated to make consumers aware of the Mechanism’s existence at the time consumers experience warranty disputes.”	The supplement seems sufficiently prominent to catch consumers’ attention. Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer’s review processes before filing with BBB AUTO LINE.	Lotus does not require consumers to use its internal review process before advancing to BBB AUTO LINE for purposes of Magnuson-Moss.
(5) Rule §703.2(e) In telling consumers whether and to what extent the warrantor will satisfy a consumer request submitted directly to the warrantor, “the warrantor shall include the information required in §703.2(b) and (c) of this section.”	Lotus informs the consumers that if a dispute arises regarding the warranty coverage, Lotus provides an informal dispute settlement mechanism through the BBB AUTO LINE.

LUCID

Lucid participates in all states and is not certified in Florida or Ohio. It provided its New Vehicle Limited Warranty North America, effective April 16, 2024, and Lucid Motors Repurchase-Replace Request letter.

Lucid is in SUBSTANTIAL COMPLIANCE with the applicable provisions of federal law.

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule §703.2(b) (and Rule §703.1(h) To define "the face of the warranty.")	Lucid provides the required disclosures on page 3.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	Lucid provides the required disclosures regarding the BBB AUTO LINE informal dispute resolution program and BBB AUTO LINE contact information on pages 13-14.
(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	The disclosures described in the previous sections are reasonably prominent as BBB AUTO LINE dispute resolution information runs for two pages providing the BBB AUTO LINE's contact information. Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	Lucid requests the consumer contact them with any warranty questions or concerns and provides the BBB AUTO LINE disclosures if the consumer has an unresolved warranty concern.
(5) Rule §703.2(e) In telling consumers whether and to what extent the warrantor will satisfy a consumer request submitted directly to the warrantor, "the warrantor shall include the information required in § 703.2(b) and (c) of this section."	Lucid provided a Repurchase/Replacement Request denial letter that reminds the consumer they may take advantage of the BBB AUTO LINE program and provides the required disclosures.

MASERATI

Maserati participates in Arkansas, California, Florida, Kentucky, Idaho, and Minnesota, and requires prior resort in those states for Magnuson-Moss claims. Maserati provided the 2024 Owner's Manual for the Grecale and the 2023 Warranty Card for the Grecale Garanzia.

Maserati is in SUBSTANTIAL COMPLIANCE with applicable provisions of federal law.

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule §703.2(b) (and §Rule 703.1(h) To define "the face of the warranty.")	Maserati provides the required information with the proper placement. With respect to the availability of the program, however, Maserati imposes age, mileage, and other limits on the availability and scope of the program.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	Maserati provides the required information.
(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	Information about BBB AUTO LINE appears on the second textual page of the warranty booklet, under a boldfaced, all-caps heading "BBB AUTO LINE." Although the program is not mentioned in the table of contents, the first two pages of warranty text prominently discuss BBB AUTO LINE. Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	Maserati does not require that consumers use the manufacturer's review processes before seeking relief under the Magnuson-Moss Act.
(5) Rule §703.2(e) In telling consumers whether and to what extent the warrantor will satisfy a consumer request submitted directly to the warrantor, "the warrantor shall include the information required in §703.2(b) and (c) of this section."	The text does not directly provide all the information required by Rule 703.2(e). Consumers are directed to BBB AUTO LINE, though, and when they contact BBB AUTO LINE, they will receive the required information. However, they may not get information about prior resort obligations under Magnuson-Moss.

MAZDA NORTH AMERICA

Mazda participates in all states and is certified in Florida and Ohio. Mazda provided the 2025 Warranty information, information regarding the BBB AUTO LINE program given to customers, "When You Need To Talk to Mazda" consumer information regarding BBB AUTO LINE, dealership sign regarding BBB AUTO LINE, Florida Lemon Law Booklet, Lemon Law Rights Notice to Ohio Consumers and a template of their denial letter.

Mazda is in SUBSTANTIAL COMPLIANCE with the applicable provisions of federal, Florida, and Ohio law.

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule §703.2(b) (and Rule §703.1(h) To define "the face of the warranty.")	Mazda provides the required information in its warranty manuals. In the warranty manual, the information appears early in the booklet, in a section with the broad heading "When You Need to Talk to Mazda" that precedes the section called "New Vehicle Limited Warranty." Within the "When You Need to Talk to Mazda" section, Step 3 says "Contact Better Business Bureau." Mazda's program summary imposes age, mileage, and other limits on the availability and scope of the program and Mazda does not signal this in its materials.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	Mazda addresses the subjects required by the rule, except for the types of information that consumers will need to provide to BBB AUTO LINE.
(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	The discussion of BBB AUTO LINE in Mazda's warranty booklet is under a bolded subheading that says, "Step 3: Contact Better Business Bureau (BBB)" and the discussion contains numerous all-cap references to BBB AUTO LINE. Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	Mazda describes the BBB AUTO LINE program as a "final step to ensure that your concerns are being fairly considered."

(5) Rule §703.2(e) In telling consumers whether and to what extent the warrantor will satisfy a consumer request submitted directly to the warrantor, “the warrantor shall include the information required in § 703.2(b) and (c) of this section.”	Mazda has submitted a template of a denial letter sent when Mazda tells the consumer its decision on the matter. The template provides the core information about the existence of BBB AUTO LINE with clear contact information. Though the letter does not contain all the information required by Rule 703.2(e) (including all the information listed under subsections (b) and (c)), Mazda does direct consumers to BBB AUTO LINE, and, when they contact BBB AUTO LINE, they will get most of the required information.
Additional Florida Disclosure	
(F1) §681.103(3) Clear and conspicuous disclosure of how and where to file a claim, accomplished through the distribution of a booklet prepared by the Florida Attorney General's office.	Mazda provided an invoice from THE DOT Fulfillment & Distribution dated 1/11/2024 showing that it ordered 14,000 Florida Lemon Law Booklets.
Additional Ohio Disclosures	
(O1) Code §1345.74(A) Lemon Law disclosure on a separate sheet of paper.	Mazda provides “Lemon Law Rights Notice to Ohio Consumers” that contains the required disclosures.
(O2) Rule §109:4-4-03(C) (1), (2), and (4) Disclosures on the “face of the written warranty” and on a sign.	Mazda provided documents indicating disclosure of the required information on a sign.
(O3) Rule §109:4-4-03(C)(3) Prior resort disclosure, with specified text, on a sign or a separate sheet of paper provided to the consumer “at the time of the initial face-to-face contact.”	Mazda provides “Lemon Law Rights Notice to Ohio Consumers” that contains the required disclosures.
(O4) Rule §109:4-4-03(E) Taking steps “reasonably calculated to make consumers aware of the existence of the board at the time consumers experience warranty disputes.”	Mazda provided its denial letter reminding consumers of the BBB AUTO LINE Informal Dispute Resolution program.
(O5) Rule §109:4-4-03(E) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE (paralleling	Mazda does not require consumers to utilize their review process before contacting BBB AUTO LINE and states “if there is ever a question about our decision, Mazda believes in providing a fast, fair and free method such as the BBB

item (4)) and requirement of affirmative disclosures to consumers that the use of such process is optional and may be terminated at any time by either the consumer or warrantor.	AUTO LINE to ensure Mazda delivers on our commitment to do the right thing for our customers."
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MCLAREN

McLaren participates in all states but is not certified in Florida or Ohio. McLaren provided the 2024 McLaren Service and Warranty Guide, Artura Service and Warranty Guide, and the 750S Service and Warranty Guide. All are in SUBSTANTIAL COMPLIANCE with the applicable provisions of federal law.

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule §703.2(b) (and Rule §703.1(h) To define "the face of the warranty.")	McLaren provides the required information but without the proper placement. Disclosures regarding the BBB AUTO LINE are not mentioned until after the warranty information.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	McLaren provides the required information.
(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	Apart from the warranty booklets, McLaren submitted no materials or responses showing efforts to tell consumers about BBB AUTO LINE. Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	McLaren requires consumers to provide written notification of any repair issues or any alleged defect or nonconformity covered by state laws prior to seeking any legal remedy, through arbitration or an informal dispute resolution program.
(5) Rule §703.2(e) In telling consumers whether and to what extent the warrantor will satisfy a consumer request submitted directly to the warrantor, "the warrantor shall include the information required in 703.2(b) and (c) of this section."	McLaren provides the required disclosures.

MERCEDES-BENZ

In 2024, Mercedes-Benz participated in Arkansas, California, Kentucky, and Minnesota, and provided the Mercedes-Benz 2024 Service and Warranty Information.

Mercedes-Benz is in SUBSTANTIAL COMPLIANCE with the applicable provisions of federal law.

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule §703.2(b) (and Rule §703.1(h) To define "the face of the warranty.")	Mercedes-Benz initially provides information regarding BBB AUTO LINE on page 5 before the Table of Contents. The specified information is on page 98. Mercedes-Benz imposes age, mileage, and other limits on the availability of BBB AUTO LINE.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	Mercedes-Benz addresses the subjects required by the rule on pages 98-99.
(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	The required disclosures regarding BBB AUTO LINE in Mercedes-Benz's warranty booklet appear starting on page 11 and continues on pages 98-99. Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	Mercedes-Benz states, "If you have a problem arising under your Mercedes-Benz written warranty, we encourage you to bring it to our attention. If we are unable to resolve it, you may file a claim with BBB AUTO LINE."
(5) Rule §703.2(e) In telling consumers whether and to what extent the warrantor will satisfy a consumer request submitted directly to the warrantor, "the warrantor shall include the information required in §703.2(b) and (c) of this section."	Mercedes-Benz tells consumers about the existence of BBB AUTO LINE and provides a phone number and mailing address.

NISSAN NORTH AMERICA (INCLUDING INFINITI)

Nissan and Infiniti participate in all states, with certification in Florida and Ohio. Nissan submitted Nissan's 2024 Warranty Information Booklet, 2024 Infiniti Warranty Information Booklet and the Supplement to 2024 Nissan Warranty Information Booklet & 2024 Nissan Owner's Manual (Customer Care and Lemon Law Information).

Nissan is in SUBSTANTIAL COMPLIANCE with the applicable provisions of federal, Florida, and Ohio law.

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule §703.2(b) (and Rule §703.1(h) to define "the face of the warranty.")	The warranty manual includes the required information in the required placement and uses a text box to further highlight the prior resort requirement. Nissan imposes age, mileage, and other limits on the availability and scope of the program.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	Nissan addresses the subjects required by the rule, except for the types of information that consumers need to provide to BBB AUTO LINE. However, Nissan refers to consumer to the information on your state in the "Supplement to 2024 Nissan Warranty Information Booklet, and 2024 Nissan Owner's Manual."
(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	Discussions of BBB AUTO LINE are prominently placed in the warranty manuals, although they are not clearly highlighted in the table of contents. Moreover, consumers receive a supplement titled "CUSTOMER CARE & LEMON LAW INFORMATION." that discusses BBB AUTO LINE at the outset and in various state-specific discussions. Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	Nissan indicates that BBB AUTO LINE is available as the third step of a process "in the event that you believe Nissan has been unable to satisfactorily address the issue with your vehicle."

(5) Rule §703.2(e) In telling consumers whether and to what extent the warrantor will satisfy a consumer request submitted directly to the warrantor, "the warrantor shall include the information required in 703.2(b) and (c) of this section."	The manual provides the required information; if the consumer first contacts BBB AUTO LINE, they will get most, if not all, of the required information.
Additional Florida Disclosure	
(F1) §681.103(3) Clear and conspicuous disclosure of how and where to file a claim, accomplished through the distribution of a booklet prepared by the Florida Attorney General's office.	Nissan states in the Supplement on page 22 that Florida consumers should have received a copy of the "Consumer Guide to Florida Lemon Law" at the time of delivery of their vehicle.
Additional Ohio Disclosures	
(O1) Code §1345.74(A) Lemon Law disclosure on a separate sheet of paper.	Nissan indicates that it provides the Ohio-specific pages of the supplement, which contains this information, in signs and pamphlets.
(O2) Rule §109:4-4-03(C) (1), (2), and (4) Several disclosures on the "face of the written warranty" and on a sign.	Nissan provides the Ohio-specific consumer information on page 59 in the Supplement.
(O3) Rule §109:4-4-03(C)(3) Prior resort disclosure, with specified text, on a sign or a separate sheet of paper provided to the consumer "at the time of the initial face-to-face contact."	Nissan did not indicate it provides this information.
(O4) Rule §109:4-4-03(E) Taking steps "reasonably calculated to make consumers aware of the existence of the board at the time consumers experience warranty disputes."	Nissan provides all required disclosures regarding BBB AUTO LINE on pages 2 and 3 in the Nissan and Infiniti Warranty Manuals.
(O5) Rule §109:4-4-03(E) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE (paralleling item (4)) and requirement of affirmative disclosures to consumers that the use of such	Nissan and Infiniti Warranty Manuals provide a 3 Step Satisfaction and Assistance program that does not require consumers use the manufacturer review process before contacting BBB AUTO LINE.

process is optional and may be terminated at any time by either the consumer or warrantor.	
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PAGANI

Pagani participates in all states and is not certified with Florida or Ohio. It provided its 2024 Warranty Booklet.

Pagani is in SUBSTANTIAL COMPLIANCE with the applicable provisions of federal law.

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule §703.2(b) (and Rule §703.1(h) To define "the face of the warranty.")	Pagani provided the required information with the proper placement. The Table of Contents on the first page identifies the BBB AUTO LINE under bolded "Specific Warranty Information for U.S.A. and Canada."
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	Pagani provides the required information on pages 6-7.
(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	Apart from the warranty booklet, Pagani submitted no additional materials. However, detailed information regarding BBB AUTO LINE is provided on pages 6 & 7 of the warranty booklet. Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	Pagani does not require consumers use their review process before contacting BBB AUTO LINE.
(5) Rule §703.2(e) In telling consumers whether and to what extent the warrantor will satisfy a consumer request submitted directly to the warrantor, "the warrantor shall include the information required in §703.2(b) and (c) of this section."	Pagani provides the required information on pages 4-7.

RIVIAN

Rivian participates in all states and is not certified in Florida or Ohio. Rivian provided the 2024 Rivian Service Center Playbook (N. America) and Rivian Motor Vehicle Purchase Agreement.

Rivian is in SUBSTANTIAL COMPLIANCE with the applicable provisions of federal law.

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule §703.2(b) (and Rule §703.1(h) To define "the face of the warranty.")	The Purchase Agreement includes the required information with the required placement. BBB AUTO LINE is mentioned in the Table of Contents.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	The manual addresses the subjects required by the rule and provides contact information for BBB AUTO LINE.
(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	The manuals include multiple references to BBB AUTO LINE. Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing a complaint with BBB AUTO LINE.	Rivian does not require consumers to seek redress directly from the warrantor.
(5) Rule §703.2(e) In telling consumers whether and to what extent the warrantor will satisfy a consumer request submitted directly to the warrantor, "the warrantor shall include the information required in §703.2(b) and (c) of this section."	Rivian provides the required information.

VOLKSWAGEN GROUP OF AMERICA, INC. (INCLUDING AUDI)

Volkswagen participates in all states and is certified in Florida and Ohio. The Volkswagen Group of America sells passenger cars under the Audi, Bentley, Jetta, Lamborghini, Porsche, SEAT, Skoda, and Volkswagen brands. It provided USA Warranty and Maintenance information for All-electric and gasoline model year 2024 vehicles, 2024 all model California Emissions Warranty Supplement, Audi 2024 USA Warranty & Maintenance electric, gasoline engine and hybrid models, California, Florida and Ohio Dispute Resolution Program information, BBB AUTO LINE information card, and BBB AUTO LINE training information. Citations below are from the 2024 Audi manual for USA Warranty & Maintenance Gasoline Engine and Hybrid Models, unless otherwise noted.

Volkswagen is in SUBSTANTIAL COMPLIANCE with the applicable provisions of federal, Florida, and Ohio law, with the qualifications noted below.

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule §703.2(b) (And Rule §703.1(h) To define "the face of the warranty.")	The manual includes the required information with the required placement. The New Vehicle Limited Warranty contains several discussions about BBB AUTO LINE. There is a reference to BBB AUTO LINE on page 4. A second discussion on page 7 has two prominent bold-faced headings. The first says "Consumer Protection Information" in red type and the second says "Independent Dispute Resolution Program" in black. That discussion contains all the information required by Rule 703.2(b) (as well as the information required by Rule 703(c)). That is followed by a general discussion of state Specific Lemon Laws, which in turn is followed by a California-specific notice about BBB AUTO LINE. Next, on page 10 the actual warranty begins, and the introductory discussion on that page again provides the information required by subsection (b). The reference to BBB AUTO LINE on page 10 is somewhat prominent because the all-caps name stands out, even though the section is headed "Warranty period." Volkswagen also provided a USA Warranty and Maintenance for All-electric models for Model year 2024, which again contains information about BBB AUTO LINE beginning on page 4. The discussions of BBB AUTO LINE indicate that participation is limited by age and mileage; however, they do not signal that it is limited by other factors, such as relevant laws in the consumer's state that may affect their eligibility or that the type of problem the consumer is having must be covered under the manufacturer's warranty. That being said, the "Our

	commitment to you" card informs consumers about BBB AUTO LINE and tells the consumer to contact BBB AUTO LINE to determine current eligibility standards.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	The manual addresses the subjects required by the rule, except that the timing to resolve a case only appears in the California-specific discussion. ⁴⁴
(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	The manuals include multiple references to BBB AUTO LINE. Volkswagen provided an "Our commitment to you" card that tells consumers about BBB AUTO LINE. Volkswagen advises that it distributes the cards to dealers quarterly, with instruction to distribute them to consumers. It also provided a transmittal document to Dealership Service Managers providing a supply of the cards, asking service managers to "please let" consumers know about BBB AUTO LINE if a service-related issue has not been resolved to their satisfaction; to place copies on a countertop, standalone, or wall-mounted literature holder in the service area, and to provide a copy to customers who "express frustration or dissatisfaction with their repair experience." Volkswagen also provided a training module which includes information about BBB AUTO LINE and tells the trainees that they are obligated to notify consumers about BBB AUTO LINE at the time of a warranty dispute, but confines the obligation to California, Florida, and Ohio. Finally, mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing a complaint with BBB AUTO LINE.	Although Volkswagen says that BBB AUTO LINE is available "if we are unable to resolve" a problem, it only "requests" that consumers first bring the matter to the manufacturer for review.
(5) Rule §703.2(e) In telling consumers whether and to what extent the warrantor will satisfy a consumer request submitted directly to the	Volkswagen provided a letter with most of the required information, but with no mention of prior resort.

⁴⁴ As to the time to resolve a case, the issue is not discussed in the "all-states" discussion of Volkswagen's warranty manual. However, the California-specific discussion, which applies to Magnuson-Moss as well as Lemon Law claims, provides, "[t]he arbitrator's decision should ordinarily be issued within 40 days from the time your complaint is filed."

warrantor, "the warrantor shall include the information required in §703.2(b) and (c) of this section."	
Additional Florida Provision	
(F1) §681.103(3) Clear and conspicuous disclosure of how and where to file a claim, accomplished through the distribution of a booklet prepared by the Florida Attorney General's office.	Volkswagen provides the Consumer Guide prepared by the Florida Attorney General's office.
Additional Ohio Provisions	
(O1) Revised Code § 1345.74(A) Lemon Law disclosure on a separate sheet of paper.	Volkswagen provides the required information in a document that it ships to dealers quarterly and instructs them to include the document in each car's Warranty booklets.
(O2) Rule §109:4-4-03(C) (1), (2), and (4) Several disclosures on the "face of the written warranty" and on a sign.	Volkswagen provides the required information in the previously referenced document, which is also distributed in the form of a sign that it asks dealers to display in their customer service area.
(O3) Rule §109:4-4-03(C)(3) Prior resort disclosure, with specified text, on a sign or a separate sheet of paper provided to the consumer "at the time of the initial face-to-face contact."	Volkswagen provides the required information in the previously referenced documents, which is also distributed in the form of a sign and asks dealers to display them in their customer service area.
(O4) Rule §109:4-4-03(E) Taking steps "reasonably calculated to make consumers aware of the existence of the board at the time consumers experience warranty disputes."	See (O1) and (O2). The quarterly distribution to Ohio dealers also asks dealerships to ensure that sales staff are familiar with the requirements of the Ohio Lemon Law.
(O5) Rule §109:4-4-03(E) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE (paralleling item (4)) and requirement of affirmative disclosures to consumers that the use of such process is optional and may be terminated at any time by either the consumer or warrantor.	The warranty booklet uses the language noted in Item (4). Volkswagen does not make affirmative disclosures in its signage.

II. REVIEW OF BBB AUTO LINE OPERATIONS

This section provides the results of Auditor's review of BBB AUTO LINE's compliance with federal, Florida, and Ohio laws regarding the minimum requirements of an informal dispute settlement mechanism ("Mechanism"). Substantial compliance with these laws requires demonstrating that the Mechanism has met specifications as to the Mechanism's organization, qualifications of members, operation of the Mechanism, recordkeeping, and openness of records and proceedings as required in sections 703.3 through 703.8 of Magnuson-Moss and equivalent Florida and Ohio laws.

Auditor's review of the Mechanism included the BBB AUTO LINE's website, BBB AUTO LINE Arbitration Rules,⁴⁵ correspondence with manufacturers, multiple arbitrator training materials (unchanged from the 2022 Audit), statistics from the TechnoMetrica surveys, and an assessment of case files and six recorded arbitration hearings that included 2 Ohio cases, 2 Florida cases, and 2 national cases.

Auditor's review finds BBB AUTO LINE to be in *SUBSTANTIAL COMPLIANCE* with the requirements of the Mechanism under the Magnuson-Moss Act and equivalent Florida and Ohio laws as discussed in detail below.

MINIMUM REQUIREMENTS OF THE MECHANISM

§703.3 MECHANISM ORGANIZATION RULE

Rule §703.3(a) requires that: "[t]he Mechanism shall be funded and competently staffed at a level sufficient to ensure fair and expeditious resolution of all disputes and shall not charge consumers any fee for the use of the Mechanism."

At the end of 2024, BBB AUTO LINE employed 5 claims intake specialists (DRS1), 14 dispute resolution specialists (DRS2), 3 DSR1/2s, 2 Senior Dispute Resolution Specialists, and 6 Managers.⁴⁶ A DRS1 is responsible for processing the initial information provided by the consumer attempting to open a BBB AUTO LINE case. If a case is outside of their purview, it may be escalated to a DRS2. A DRS2 determines eligibility of vehicles for the BBB AUTO LINE program and mediates settlement agreements between consumers and manufacturers. DSR1/2s have similar responsibilities to a DRS2, but they have a small case load and also assist with claim intake. Cases that a DSR2 is not able to resolve are escalated to a Senior Dispute Resolution Specialist (who assists the Dispute Resolution Operations Manager in overseeing the program, especially timely processing and escalated calls), or the applicable Manager.

Newly hired claims intake specialists receive two weeks of basic training, including database usage. Claims intake specialists who are promoted to dispute resolution specialists must

⁴⁵ <https://bbbprograms.org/programs/all-programs/bbb-autoline/how-bbb-auto-line-works#rules>

⁴⁶ In 2024, BBB AUTO LINE employed a Senior Manager of Policy and Compliance, a Senior Manager of Customer Service & Policy, a Senior Manager of Dispute Resolution Operations, a Customer Service & Policy Manager, a Quality Assurance Manager, and a Compliance Manager.

complete a two-week intensive training course, then receive another two weeks of individual and group sessions in addition to shadowing experienced case handlers. Dispute resolution specialists hired externally receive the same training, with the addition of instruction regarding the database. Once training is complete, new dispute resolution specialists manage a limited caseload (often restricted to one manufacturer or a small number of states) and their cases are monitored by more experienced staff for a limited period of time.

BBB AUTO LINE also employed General Counsel to provide legal assistance to BBB AUTO LINE, a Manager of Training & Continuous Learning to oversee the arbitration coordination department and training of BBB AUTO LINE staff and volunteer arbitrators, 2 Training Coordinators, a Scheduling Coordinator, a Senior Manager of Customer Service & Policy, a Manager of Compliance, a Senior Manager of Policy & Compliance, a Director of IT Operations, a Programmer/Analyst, and a Web Developer.⁴⁷ The BBB AUTO LINE Program is overseen by the Vice President of Dispute Resolution Programs.

Rule 4 of BBB AUTO LINE's Arbitration Rules states that BBB AUTO LINE maintains a pool of individuals who are interested in the fair and expeditious resolution of consumer disputes. The arbitrators are trained and certified by BBB AUTO LINE. In all six of the recordings and corresponding case files Auditor reviewed, the arbitrators were either licensed attorneys working in various areas of practice or experienced dispute resolution specialists, each of whom displayed professionalism and adherence to the BBB AUTO LINE program's policies, procedures, and trainings.

BBB AUTO LINE is primarily funded by the manufacturers, based on a per case charge to the involved manufacturer, which includes a flat fee (based on how far the case advances) and any related expenses for the case. Consumers are not charged for participation in the Mechanism.

When a consumer visits BBB AUTO LINE's website⁴⁸ to file a claim ("Complaint"), an initial clear and conspicuous disclosure states "At BBB AUTO LINE, we help you settle your vehicle warranty dispute without the need for an attorney. This dispute resolution program is free of charge to the vehicle owners of participating manufacturers." Additional information provided on the website under the title "What is BBB AUTO LINE" again informs the consumer that "BBB AUTO LINE does not charge any fee to consumers."

Rule §703.3(b) requires that "[t]he warrantor and the sponsor of the Mechanism (if other than the warrantor) shall take all steps necessary to ensure that the Mechanism, and its members and staff, are sufficiently insulated from the warrantor and the sponsor, so that the decisions of the members and the performance of the staff are not influenced by either the warrantor or the sponsor. Necessary steps shall include, at a minimum, committing funds in advance, basing

⁴⁷ Auditor interviewed the Senior Manager of Policy and Compliance, the Manager of Training & Continuous Learning, the Quality Assurance Manager, and the Senior Manager of Dispute Resolution Operations for the purposes of this Audit.

⁴⁸ Auditor notes that BBB AUTO LINE has migrated to a new website and a new complaint management system as of February 2024, though the web address is the same. <https://bbbprograms.org/programs/all-programs/bbb-autoline>

personnel decisions solely on merit, and not assigning conflicting warrantor or sponsor duties to Mechanism staff persons."

On its website, BBB AUTO LINE acknowledges its impartiality obligation by stating "to protect impartiality, funding for staff and program administrative costs of BBB AUTO LINE are committed in advance by participating manufacturers that participate in BBB AUTO LINE and perform no duties for these manufacturers other than providing impartial dispute resolution services." Among consumers surveyed in the 2024 National sample, 80.0% of consumers reported that the BBB AUTO LINE Staff's objectivity and fairness were Good or Excellent. Of the consumers who went through the arbitration process, 52.0% reported that the arbitrator's objectivity and fairness was Good or Excellent. This increased to 74.1% when limited to cases with awarded remedies, and decreased to 26.1% for those without awards. Overall, 85.5% of the consumers surveyed rated BBB AUTO LINE as Average, Good, or Excellent.

Moreover, Rule 4 of BBB AUTO LINE's Arbitration Rules states that the arbitrator will be selected in an impartial manner that ensures the arbitrator does not have a financial, competitive, professional, family, or social relationship with any party. The arbitrators are picked randomly from the pool of arbitrators available on the parties' preferred date for the arbitration hearing. The Rule further provides that BBB AUTO LINE shall select the arbitrator in a procedure designed to avoid any conflict of interest and to provide the parties with a neutral arbitrator to resolve the dispute. To the extent any sort of relationship exists between a party and the arbitrator, either party may decide whether the arbitrator should serve in the case.⁴⁹ Further, if the arbitrator believes they cannot make an impartial decision, they shall refuse to serve. Also, BBB National Programs reserves the right to reject an arbitrator for any reason it believes will affect the credibility of the program.

Rule §703.3(c) requires that the Mechanism "shall impose any other reasonable requirements necessary to ensure that the members and staff act fairly and expeditiously in each dispute."

In addition to the discussion above regarding the arbitrator's independence, Rule 21 of the BBB AUTO LINE Arbitration Rules states that "We shall make every effort to obtain a decision in your case within 40 days from the time your claim is filed, unless state or federal law provides otherwise."

When asked to evaluate the arbitrator's understanding of the facts of their case, 60.0% of consumers responding to the 2024 National survey provided ratings of Average, Good, or Excellent. 58.0% of consumers graded the arbitrators as Average, Good, or Excellent when evaluating the impartiality of the arbitrator's decision. 55.1% of consumers stated the arbitrators were Average, Good, or Excellent in coming to a "reasoned & well-thought-out decision." These numbers are comparable to the 2023 survey results.

Based on Auditor's review of employee and arbitrator training materials, policies and procedures and implementation of both, BBB AUTO LINE materials, website, results of the

⁴⁹ BBB AUTO LINE Arbitration Rule 4.

TechnoMetrica Survey (which are addressed in Section III), and review of the recordings of a sample of arbitrations, Auditor finds BBB AUTO LINE in *SUBSTANTIAL COMPLIANCE* with §703.3.

§703.4 QUALIFICATIONS OF MEMBERS (ARBITRATORS)

Rule §703.4 requires:

(a) No member deciding a dispute shall be:

(1) A party to the dispute, or an employee or agent of a party other than for purposes of deciding disputes; or

(2) A person who is or may become a party in any legal action, including but not limited to class actions, relating to the product or complaint in dispute, or an employee or agent of such person other than for purposes of deciding disputes. For purposes of this paragraph (a) a person shall not be considered a "party" solely because they acquire or own an interest in a party solely for investment, and the acquisition or ownership of an interest which is offered to the general public shall be prima facie evidence of its acquisition or ownership solely for investment.

(b) When one or two members are deciding a dispute, all shall be persons having no direct involvement in the manufacture, distribution, sale, or service of any product. When three or more members are deciding a dispute, at least two-thirds shall be persons having no direct involvement in the manufacture, distribution, sale, or service of any product. "Direct involvement" shall not include acquiring or owning an interest solely for investment, and the acquisition or ownership of an interest which is offered to the general public shall be prima facie evidence of its acquisition or ownership solely for investment. Nothing contained in this section shall prevent the members from consulting with any persons knowledgeable in the technical, commercial, or other areas relating to the product which is the subject of the dispute.

(c) Members shall be persons interested in the fair and expeditious settlement of consumer disputes.

Auditor refers to the discussion and analysis above referencing Rule §703.3 requirements and BBB AUTO LINE's imposition of reasonable requirements necessary to ensure that its members and staff are sufficiently insulated from the warrantor and the sponsor.

BBB AUTO LINE Arbitration Rule 4 ("Selecting your arbitrator") states:

BBB AUTO LINE maintains a pool of individuals who are interested in the fair and expeditious resolution of consumer disputes. These persons have been trained and certified by BBB AUTO LINE, a division of BBB National Programs. They do not necessarily have mechanical or legal expertise but can call upon the assistance of an expert when necessary. Based on the parties' preferred date for the arbitration hearing, BBB AUTO LINE staff will randomly obtain an arbitrator from the pool of arbitrators available on the designated date.

The arbitrator(s) will be selected in an impartial manner that ensures the arbitrator does not have a financial, competitive, professional, family, or social relationship with any party

(unless, pursuant to Rule 6, all parties are aware of any such relationship and specifically agree that the arbitrator may serve).

We shall select the arbitrator in a procedure designed to avoid any conflict of interest and to provide the parties with a neutral arbitrator to resolve the dispute. If a 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 may decide whether this arbitrator should serve in the case.

If the arbitrator believes they cannot make an impartial decision, they shall refuse to serve. BBB National Programs reserves the right to reject an arbitrator for any reasons it believes will affect the credibility of the program.

Further, arbitrator training materials state that to ensure parties leave the hearing with the belief it was conducted fairly is an important part of the dispute resolution process. The arbitrator's conduct must always remain professional, and the arbitrator must follow rules and guidelines which encourage uniformity and consistency of the proceeding. Arbitrators are expected to conduct hearings in an impartial and professional manner.

Auditor also makes note that the BBB AUTO LINE Standards of Professional Responsibility for BBB AUTO LINE Arbitrators sets strict standards for the arbitrators assuring their impartiality. Those standards provide that:

- 1. Arbitrators shall not accept appointment for a case that is beyond their competence or abilities. Arbitrators shall withdraw from a case if at any time they determine the case is beyond their competence and abilities.*
- 2. Arbitrators shall not accept appointment for a case if the arbitrator cannot make an impartial decision in the case, or if there are any facts that might reasonably create an appearance of partiality or bias on the part of the arbitrator. Arbitrators shall withdraw from a case if, at any time, the arbitrator determines that they cannot make an impartial decision, or that there are any facts that might reasonably create an appearance of partiality or bias on the part of the arbitrator.*
- 3. Arbitrators shall immediately disclose to the BBB AUTO LINE staff, as soon as it is known to them, any existing or past financial, competitive, professional, family, or social relationship with a party to the arbitration or a party's representative.*
- 4. Arbitrators shall not, either during or after an arbitration, establish a relationship with any party to the arbitration under circumstances that would raise questions regarding the integrity of the arbitrator or the arbitration process.*
- 5. Arbitrators shall abide by the arbitration rules and all other established rules, policies, and procedures of the BBB AUTO LINE program.*
- 6. Arbitrators shall hold confidential all information presented during the course of an arbitration hearing, except as needed to share with employees or staff of the Better Business Bureau system or as required pursuant to administrative or judicial proceedings.*

7. Arbitrators shall, in accordance with program rules and in a timely manner, issue a decision within the scope of the arbitrator's authority. The decision shall be accompanied by reasons that provide a clear explanation in support of the arbitrator's decision.

8. Arbitrators shall conduct hearings in a neutral and impartial manner and in accordance with established BBB AUTO LINE hearing procedures.

9. Arbitrators shall act in a professional manner and refrain from any action that may reflect negatively on the Better Business Bureau system or the BBB AUTO LINE program.

10. Arbitrators shall maintain and improve their professional skills, including review of updates provided by BBB AUTO LINE and participation in any required refresher.

The arbitrator appointment and oath require arbitrators in individual cases to commit to applying a broad standard in addressing possible conflicts.⁵⁰

Additionally, BBB AUTO LINE's arbitration rules impose strict standards on communications between the parties and an arbitrator.

Rule 5 ("Communicating with the arbitrator") provides:

You or anyone representing you shall not communicate in any way with the arbitrator about the dispute except: (1) at an inspection or hearing for which the other party has received notice, or (2) when all other parties are present or have given their written permission.

All other 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.

BBB AUTO LINE's arbitrator training manual highlights the program's focus on preserving impartiality, fairness, and the appearance of both. BBB AUTO LINE has imposed multiple requirements in its Arbitration Rules and arbitrator training to assure arbitrator impartiality, and, furthermore, Auditor found no example of where an arbitrator had a direct relation with a party

⁵⁰ The document provides:

You have been selected to serve as Arbitrator in a dispute involving the above parties. Unless you are not able to accept this responsibility or feel you cannot give an impartial decision in this matter, please sign this Arbitrator's Oath. With this form you will receive a copy of the Agreement to Arbitrate, which outlines the dispute and establishes the limits within which you must make your decision. To maintain the integrity of this entire process, please disclose any relationship you may have had with any of the parties named above or with their attorneys (if any). Financial, professional, commercial, competitive, social, or family relationships, no matter how remote, should be revealed.

Oath

I, __, hereby accept appointment as Arbitrator of the dispute concerning the Parties named above. I swear/affirm that I will act faithfully and impartially, to the best of my ability, to hear and examine the issues in dispute, and conduct the proceedings and render a decision pursuant to the Rules of the Better Business Bureau AUTO LINE Arbitration Program and, to the best of my ability, within the time allotted.

to a dispute, nor any manufacturer, nor any other information that would indicate a lack of impartiality.

Based on Auditor's review of arbitrator training materials, policies and procedures, and implementation of both, BBB AUTO LINE materials, website, results of the TechnoMetrica Survey (which are addressed in Section III herein), and a review of recordings of sample arbitrations, Auditor finds BBB AUTO LINE in *SUBSTANTIAL COMPLIANCE* with §703.4.

§703.5 OPERATION OF THE MECHANISM.

WRITTEN OPERATING PROCEDURES

Rule 703.5(a) requires that "[t]he Mechanism shall establish certain operating procedures which shall include at least those items specified in paragraphs (b) through (j) of this section. Copies of the written procedures shall be made available to any person upon request."

The requirements of Rule 703.5(a) are addressed in the Audit of Rule 703.5(b) through (j) below. However, in general, BBB AUTO LINE Arbitration Rules establish detailed written operating procedures. Other written operating procedures are provided on the BBB AUTO LINE website, such as the following Claim Process.

CLAIM PROCESS

Information regarding how to contact the BBB AUTO LINE is included in the participating Manufacturer's Warranty and/or Owner's Manual (see detailed analysis in Section I, above).

Consumers start the process by filing a complaint with BBB AUTO LINE using an online complaint form or calling the Dispute Settlement Center (DSC) at 1.800.955.5100. The consumer is informed they will need to provide the following key information:

- Vehicle's owner's name and address
- Vehicle make, model, and year
- Description of the problem
- Current mileage
- For vehicle owners in CA/FL, the vehicle identification number.⁵¹

BBB AUTO LINE provides the consumer with a form to complete which asks a series of questions regarding their dispute. The consumer is asked to edit, sign, and return the complaint form along with the required supporting documents.

Rule §703.5(b) requires "Upon notification of a dispute, the Mechanism shall immediately inform both the warrantor and the consumer of receipt of the dispute." BBB AUTO LINE notifies the consumer and manufacturer when it receives notice of a dispute. This is triggered when the consumer makes the initial contact (Florida and California) or when the completed consumer complaint form is received (all other states).

⁵¹ [How BBB AUTO LINE Works \(bbbprograms.org\)](http://bbbprograms.org)

OPENING A CASE

Once the consumer submits the complaint, they receive an email from the BBB AUTO LINE Intake Specialist with instructions on how to create an account for the BBB AUTO LINE Portal and how to access and submit the Consumer Claim Form (CCF).⁵²

The consumer then completes and submits the CCF to the Portal, including copies of the vehicle registration, purchase contract, correspondence, and repair orders. BBB AUTO LINE notifies the consumer when all required information has been received. The email may include whether the claim is eligible for arbitration, that the claim has been opened, or identify additional information that is necessary. BBB AUTO LINE alerts the manufacturer as soon as the consumer files the complaint. Once the claim has been opened, a Dispute Resolution Specialist is assigned to the claim, and they facilitate the process with the consumer and manufacturer.

Among consumers surveyed in the 2024 National sample, 77.2% recalled receiving these materials. And, among those, 94.1% said the explanatory materials were very or somewhat clear and easy to understand, and 81.0% said they were very or somewhat helpful.

In Florida, when the Vehicle Identification Number (VIN) is received, the manufacturer is notified that the claim has officially been opened. The manufacturer may contact the consumer directly to negotiate a settlement, or communicate a settlement offer to the Dispute Resolution Specialist who will attempt to assist the parties. If no settlement is reached, the DSC staff works with the parties to draft the *Agreement to Arbitrate* (ATA) and schedules the hearing. The Dispute Resolution Specialist will review the program guidelines with the consumer and prepare the ATA to include each vehicle problem alleged by the consumer as well as the remedy sought. The ATA will also reflect the manufacturer's perspective on the dispute. Once the ATA is finalized, an arbitrator is selected, and the hearing is scheduled. The arbitrator will be asked to confirm that they have no conflict of interest with either party. A formal notice identifying the date, time, and location of the hearing⁵³ is sent to the parties and the arbitrator. In order to comply with FTC Rule § 703, a decision must be sent to the parties within 40 calendar days after the complaint has been filed. As such, the hearing will typically occur between day 25 and day 30 of the 40-day timeline, and the arbitrator's decision should be received within three business days of the close of the hearing along with any evidence collected.

ELIGIBILITY DETERMINATION

Once a case is open, a Dispute Resolution Specialist reviews the claim for eligibility under the applicable program summary and specific state Lemon Laws. A number of factors may determine a claim's eligibility for the BBB AUTO LINE Program, these include, but are not limited to: (1) whether the vehicle's manufacturer participates in the BBB AUTO LINE Program, (2) whether the vehicle is covered under the manufacturer's warranty, (3) state-specific laws affecting eligibility, and (4) whether the specific issue with the vehicle is covered by the warranty.⁵⁴

⁵² A sample CCF is attached as Appendix A, Fig. 4.

⁵³ BBB AUTO LINE advised that most hearings in 2024 were held remotely; however, some were held in-person at the request of the consumer. Arbitrators may also request an in-person or third-party inspection of a vehicle.

⁵⁴ <https://bbbprograms.org/programs/all-programs/bbb-autoline>

In 2024, BBB AUTO LINE rejected as ineligible 5,564 of 12,906 (43.1%) submitted claims that led to open case files. These cases were generally judged to be ineligible based on one of three conditions: the vehicle exceeded age or mileage restrictions, the consumer had not allowed the manufacturer sufficient opportunity to repair the vehicle, or the consumer had not returned their signed Customer Claim Form.⁵⁵

AGE AND MILEAGE RESTRICTIONS

Upon receipt of the initial complaint, BBB AUTO LINE sends the consumer a program summary and a summary of any applicable state Lemon Laws. These summaries contain eligibility requirements, such as age and mileage restrictions. Outside of California, all program summaries are specific to the manufacturer of the vehicle in question. In California, the state Lemon Law summary effectively doubles as a program summary. BBB AUTO LINE also makes these programs and Lemon Law summaries available on their website to those who have not officially made a complaint.

Many program summaries also cover non-Lemon Law warranty claims and most non-Lemon Law coverage provisions include age and mileage standards that may mirror the manufacturer's bumper to bumper warranty.

TOLLING ISSUES

Some Lemon Laws specifically provide for pausing a case's 40-day timer while a vehicle is awaiting repairs for covered defects, also known as "tolling." Reasons for this may include that the warrantor is waiting for parts, the arbitrator has requested a technical expert's opinion, or that the arbitrator has scheduled a test drive. The California statute provides for some such tolling, for example, while Florida's statute provides for tolling for warranty purposes but not for Lemon Law purposes.⁵⁶ Ohio's Lemon Law is silent on the subject.

REASONABLE OPPORTUNITY TO REPAIR ISSUES

In some cases, claims may be closed by BBB AUTO LINE if the manufacturer has not had sufficient opportunities to fix a problem. However, this will only happen if federal or state Lemon Law repair restrictions prevent the case from moving forward, and the case also cannot move forward on non-Lemon Law grounds per the program summary.

Rule §703.5(c) requires:

The Mechanism shall investigate, gather, and organize all information necessary for a fair and expeditious decision in each dispute. When any evidence gathered by or submitted to the Mechanism raises issues relating to the number of repair attempts, the length of repair

⁵⁵ This information is provided to the consumer via BBB AUTO LINE's federal and state-specific lemon law summaries, or, in the case of the unsigned CCF, the BBB AUTO LINE program summary. These materials are sent to the customer at the same time as their initial claim form. BBB AUTO LINE reaches out to the consumer at least twice before marking their case as ineligible due to lack of a signed CCF.

⁵⁶ Section 681.103(1) of the Florida statute provides that manufacturers have a duty to complete warranty repairs after the warranty expires if the problem was reported before the period expires but adds that "[n]othing in this paragraph shall be construed to grant an extension of the Lemon Law rights period or to expand the time within which a consumer must file a claim under this chapter."

periods, the possibility of unreasonable use of the product, or any other issues relevant in light of Title I of the Act (or rules thereunder), including issues relating to consequential damages, or any other remedy under the Act (or rules thereunder), the Mechanism shall investigate these issues. When information which will or may be used in the decision, submitted by one party, or a consultant under § 703.4(b) of this part, or any other source tends to contradict facts submitted by the other party, the Mechanism shall clearly, accurately, and completely disclose to both parties the contradictory information (and its source) and shall provide both parties an opportunity to explain or rebut the information and to submit additional materials. The Mechanism shall not require any information not reasonably necessary to decide the dispute.

BBB AUTO LINE's investigation is initiated when it receives the consumer's complaint. BBB AUTO LINE alerts the manufacturer to the complaint once it is received and notifies the manufacturer that it may contact the consumer. When sending the complaint form to the consumer to confirm, sign, and return, BBB AUTO LINE alerts the consumer that they may be contacted by the manufacturer and asks the consumer to inform BBB AUTO LINE if the case is settled outside the program. The 40-day clock starts upon initial contact in California and Florida; however, in all other states, it begins upon receipt of the consumer's returned signed claim form.

The initial communication to the consumer requests that the consumer provide sales agreements/purchase contracts or lease agreements; current vehicle registration; work orders, including proof of payment if the consumer seeks reimbursement; and any other relevant documents that support the claim. A consumer can obtain comprehensive repair records by going to any dealership and providing their vehicle identification number. BBB AUTO LINE dispute resolution specialists will also request materials and submissions from manufacturers.

Under BBB AUTO LINE's Arbitration Rule 16, the arbitrator has broad authority to request additional information if needed, which further fulfills BBB AUTO LINE's investigative obligations. BBB AUTO LINE Arbitration Rule 16 – Hearing Procedures states, in pertinent part:

If the arbitrator determines additional information is necessary in order to make a fair decision, the arbitrator may direct that this additional evidence be submitted at a subsequent hearing or in any manner deemed appropriate by the arbitrator. The arbitrator will make every effort to obtain all necessary information in a timely manner so the decision may be rendered within the applicable time limits.

Pursuant to the BBB AUTO LINE Arbitration Rule 7, the arbitrator has the discretion to schedule an inspection of the vehicle and determine whether a test drive of the vehicle is necessary. Further, under Arbitration Rule 8, the arbitrator can request an impartial technical expert inspection. Arranging for inspections, test drives, or a report from a technical expert is usually the cause of a delay, particularly since the rules afford the parties an opportunity to comment on a technical expert's report or on additional evidence submitted in response to an arbitrator's request. Per Rule §703.5(c), the arbitrator may also investigate, gather, and organize additional information as long as it is "necessary for a fair and expeditious decision" in the dispute.

MEDIATION

In cases where the consumer was unable to resolve their dispute with the dealership or manufacturer directly, BBB AUTO LINE's Dispute Resolution Specialists can provide an optional mediation process. However, mediation is not required prior to the consumer's request for arbitration. In 2024, the BBB AUTO LINE reported that 4,262 (65.7%⁵⁷) submitted claims were mediated through the Program.

BBB AUTO LINE describes the mediation process to consumers as follows:⁵⁸

Once your claim is opened with BBB AUTO LINE, the first step is to see if your dispute can be resolved in the settlement process. The settlement process is entirely voluntary, and you may proceed to arbitration (if eligible) at any point.

Once the manufacturer receives information about your case from BBB AUTO LINE, a representative from the manufacturer may contact you to discuss settlement options. In these discussions, you will discuss your vehicle's problems and explore possibilities for a mutually agreed settlement of your claim.

You and the manufacturer representative may explore settlement options directly, or you may be assisted by your BBB AUTO LINE Dispute Resolution Specialist.

In some instances, the Dispute Resolution Specialist will receive a position or settlement offer from the manufacturer which they will then relay to you for consideration.

The role of the Dispute Resolution Specialist assigned to your case is to open lines of communication between you and the manufacturer.

The BBB AUTO LINE team will not comment on whether an offer made to you by the manufacturer is "fair" or "unfair" because to do so would compromise our neutral role in this process. Only you can determine if an offer is satisfactory.

If you and the manufacturer representative agree to a settlement without the support of the Dispute Resolution Specialist, please be sure to inform BBB AUTO LINE as soon as possible.

If a settlement is reached, BBB AUTO LINE will draft a letter that summarizes the terms of the agreement. This letter will be sent to both parties, and we will follow up with you to confirm the terms of the agreement were carried out.

⁵⁷ Percentage excludes ineligible or withdrawn cases.

⁵⁸ [How BBB AUTO LINE Works \(bbbprograms.org\)](https://bbbprograms.org)

ARBITRATION

In cases where the consumer was unable to resolve their dispute with the dealership or manufacturer through mediation, or opted to move directly into arbitration, BBB AUTO LINE's Dispute Resolution Specialists schedule an arbitration hearing. In 2024, the BBB AUTO LINE reported that 2,228 (34.3%⁵⁹) submitted claims were arbitrated through the Program.

Rule §703.5(d) provides:

(d) If the dispute has not been settled, the Mechanism shall, as expeditiously as possible but at least within 40 days of notification of the dispute, except as provided in paragraph (e) of this section:

(1) Render a fair decision based on the information gathered as described in paragraph (c) of this section, and on any information submitted at an oral presentation which conforms to the requirements of paragraph (f) of this section (A decision shall include any remedies appropriate under the circumstances, including repair, replacement, refund, reimbursement for expenses, compensation for damages, and any other remedies available under the written warranty or the Act (or rules thereunder); and a decision shall state a specified reasonable time for performance);

(2) Disclose to the warrantor its decision and the reasons therefor;

(3) If the decision would require action on the part of the warrantor, determine whether, and to what extent, warrantor will abide by its decision; and

(4) Disclose to the consumer its decision, the reasons therefore, warrantor's intended actions (if the decision would require action on the part of the warrantor), and the information described in paragraph (g) of this section. For purposes of paragraph (d) of this section a dispute shall be deemed settled when the Mechanism has ascertained from the consumer that:

(i) The dispute has been settled to the consumer's satisfaction; and

(ii) The settlement contains a specified reasonable time for performance.

Rule §703.5(e) provides an exemption to the 40-day deadline: (1) where the period of delay is due solely to failure of a consumer to provide his or her name and address, brand name and model number of the product involved, and a statement as to the nature of the defect; and (2) for a 7-day period in those cases where the consumer has made no attempt to seek redress directly from the warrantor.

In reviewing the arbitrator training manuals, Auditor found that the BBB AUTO LINE program places great value on a "well written" decision. The arbitrator manuals state that the decision and

⁵⁹ Percentage excludes ineligible or withdrawn cases.

its reasoning, more than any other aspect of the program, is the chief standard by which the program's effectiveness is measured.

The BBB AUTO LINE Arbitration Rules places further emphasis and detailed information on the requirements of arbitrator's decision. Rule 22(A) states, "A decision shall be one that the arbitrator considers fair and falls within the scope of these Rules and the company's Program Summary."

The training manuals stress that fairness is an important consideration in the overall decision-making process. Written decision should:

- Provide detailed reasoning that cites specific evidence presented by the parties;
- Include reasoning that is definitive, clear, decisive and unequivocal;
- Resolve contradictory evidence;
- Reflect each party's perspective;
- Reflect the Standards of the Lemon Law; and
- Be written so that the losing party understands why they lost.

BBB AUTO LINE provides the arbitrators with a checklist and explanation of issues that should be addressed when writing the *Reasons for the Decision*:

1. Claim Eligibility;
2. Nonconformity;
3. Repair Attempts/Days out of Service;
4. Reasonable Opportunity to Repair;
5. Entitlement under State Lemon Law (if relevant); and
6. Offset for Mileage.

To help ensure consistency between arbitrators' decisions, BBB AUTO LINE utilizes standard forms for arbitrators to write their decisions. These forms expressly provide for both a non-Lemon-Law and a Lemon Law decision when applicable, allowing the arbitrator to award either remedy. Additionally, the Quality Assurance Manager reviews each decision and works with the arbitrator to ensure decisions are well-written and compliant with the applicable laws.

Among consumers surveyed in the 2024 National sample, 58.0% of consumers graded the arbitrators as Average, Good, or Excellent when evaluating the impartiality of the arbitrator's decision. 55.1% of consumers stated the arbitrators were Average, Good, or Excellent in coming to a "reasoned & well-thought-out decision."

Rule §703.5(f) provides for an oral presentation by a party with the agreement of both parties and requires that certain procedures be met:

The Mechanism may allow an oral presentation by a party to a dispute (or a party's representative) only if:

- (1) Both warrantor and consumer expressly agree to the presentation;*

(2) Prior to agreement the Mechanism fully discloses to the consumer the following information:

(i) That the presentation by either party will take place only if both parties so agree, but that if they agree, and one party fails to appear at the agreed upon time and place, the presentation by the other party may still be allowed;

(ii) That the members will decide the dispute whether or not an oral presentation is made;

(iii) The proposed date, time, and place for the presentation; and

(iv) A brief description of what will occur at the presentation including, if applicable, parties' rights to bring witnesses and/or counsel; and

(3) Each party has the right to be present during the other party's oral presentation. Nothing contained in this paragraph (b) of this section shall preclude the Mechanism from allowing an oral presentation by one party, if the other party fails to appear at the agreed upon time and place, as long as all of the requirements of this paragraph have been satisfied.

The BBB AUTO LINE Arbitration Rules ("Arbitration Rules"), Rule 3, requires that the Dispute Resolution Specialist prepare an *Agreement to Arbitrate* that lists the vehicle problems to be arbitrated. Only those vehicle problems listed in the Agreement to Arbitrate may be discussed at the arbitration hearing and considered by the arbitrator when reaching a decision. Additionally, only those vehicle problems that fall within a manufacturer's precommitment to arbitrate shall be included in the Agreement to Arbitrate.

The *Agreement to Arbitrate* must be provided to each party with the written hearing notice and state the remedies sought by each party, which must be within the manufacturer's Program Summary unless the manufacturer agrees to arbitrate for additional remedies. Both parties are required to sign the document prior to the scheduling of the arbitration.⁶⁰

In moving the case to the final stage of the arbitration process, Rule §703.5(g) requires certain disclosures be given to the consumers when they are sent the decision. In Florida, BBB AUTO LINE makes the disclosures required for Lemon Law complaints, telling consumers that if they want to pursue a Lemon Law case in the state, they must next go to a state arbitration board.⁶¹

⁶⁰ In the sample of cases that Auditor reviewed, all cases that reached arbitration provided an Agreement to Arbitrate to all parties, excepting one case which was filed by a California resident. BBB AUTO LINE's California-specific Rules do not mention Agreements to Arbitrate. BBB AUTO LINE's "Arbitration in California" Rules can be found here: <https://bbbprograms.org/programs/all-programs/bbb-autoline/how-bbb-auto-line-works#rules>

⁶¹ The bolded disclosure in the Decision Cover Letter reads:

"You may reject this decision, and, if eligible, may request arbitration by the Florida New Motor Vehicle Arbitration Board administered by the office of the Attorney General.

To obtain information about and file a claim with the state-run Florida New Motor Vehicle Arbitration Board, you should contact the Office of the Attorney General, Lemon Law Hotline at 800.321.5366 (850.414.3500 if

Rule §703.5(g), requires:

The Mechanism shall inform the consumer, at the time of disclosure required in paragraph (d) of this section that:

(1) If they are dissatisfied with its decision or warrantor's intended actions, or eventual performance, legal remedies, including use of small claims court, may be pursued;

(2) The Mechanism's decision is admissible in evidence as provided in section 110(a)(3) of the Act, 15 U.S.C. 2310(a)(3); and

(3) The consumer may obtain, at reasonable cost, copies of all Mechanism records relating to the consumer's dispute.

The BBB AUTO LINE provides an ACCEPTANCE OR REJECTION OF DECISION notice to consumers along with the arbitrator's decision. The notice states in bold letters:

Note: if this form is not received at our office within 14 days from the date of the cover letter, the decision will be considered rejected and the manufacturer will be notified. You may want to return the form via certified mail or fax it to us at 703.247.9700. We suggest you call your case specialist to confirm receipt.

Please check one of the following.

_____ **I ACCEPT THE ARBITRATION DECISION.** I understand this means:

** the business will be legally bound to abide by this decision; and*

** I, too, will be legally bound, which means I give up any right to sue the business in court on any claim that has been resolved at the arbitration hearing, unless the business fails to perform according to the Arbitrator's decision or unless otherwise provided by state or federal law.*

_____ **I REJECT THE ARBITRATION DECISION.** I understand this means:

** I may pursue other legal remedies under state or federal law;*

** depending on federal or state law, the decision may be introduced as evidence by me or the business in any civil action relating to any matter considered in this arbitration hearing;*

outside Florida), or via email to: flalemonlaw@myfloridalegal.com. The mailing address is: Office of the Attorney General, Lemon Law Arbitration, PL-01, The Capitol, Tallahassee, FL 32399-1050.

PLEASE BE ADVISED: the Florida Lemon Law requires that a request for arbitration by the Florida New Motor Vehicle Arbitration Board be filed by a consumer no later than 60 days after the expiration of the lemon law rights period (the period ending 24 months after the date of the original delivery of a motor vehicle to a consumer) or within 30 days after the final action of BBB AUTO LINE, whichever date occurs later."

** the business will not be obligated to perform any part of the decision; and*

** this will end BBB AUTO LINE's involvement in my case.*

BBB AUTO LINE informs the consumer who rejects the arbitration decision that they may pursue legal remedies under state and federal laws and that the arbitrator's decision may be introduced into evidence. There is no disclosure stating the consumer may obtain copies of all the arbitrator's records at a reasonable cost (a requirement of a Mechanism under §703.5(g)(3)); however, consumers may download all the materials in their case file directly from the BBB AUTO LINE portal at no cost, including the arbitrator's decision, by clicking the "DOCUMENTS" tab in their case file and either saving each individual PDF to their device or clicking the "Download All" button

After an arbitrated decision is provided to the consumer, the arbitrator generally will not be further involved.⁶² However, under the Arbitration Rules, either party can request correction on the basis that a decision misstates facts, miscalculates figures, or exceeds the scope of the arbitrator's authority.⁶³ Both the consumer and the manufacturer may request clarification on the actions required by the decision, though they may not seek clarification regarding the arbitrator's reasoning.⁶⁴ The national rules also allow for further review by the arbitrator if a party believes a decision is impossible to perform at all, or impossible to perform in the required time.⁶⁵

Auditor notes that pursuant to BBB AUTO LINE Arbitration Rule 20, when a case moves into the arbitration phase and a hearing is scheduled, the consumers and the manufacturers may still reach a settlement agreement outside of the arbitration hearing. If this occurs before the hearing, the settlement will end the dispute and the hearing is canceled. BBB AUTO LINE categorizes these cases as mediated. The parties may also reach a settlement agreement during the hearing, or after the hearing but before the arbitrator issues their decision, both of which BBB AUTO LINE categorizes as arbitrated for the purposes of recordkeeping.

TIMING

Rule §703.5(d) requires that the Mechanism shall, as expeditiously as possible, but at least within 40 days of notification of the dispute, except as provided in paragraph (e) of this section, render a decision.

BBB AUTO LINE Arbitration Rule 21 states:

We shall make every effort to obtain a decision in case within 40 days from the time your claim is filed, unless state or federal law provides otherwise.

⁶² Except in the case of repair decisions, which are considered "interim decisions," pending the result of the repair attempt. The arbitrator retains authority throughout the time specified in the decision, in addition to a test drive period of 30 days or more.

⁶³ BBB AUTO LINE Arbitration Rule 22.D.

⁶⁴ BBB AUTO LINE Arbitration Rule 22.C; California Rule 23.E.

⁶⁵ BBB AUTO LINE Arbitration Rule 23.E.

However, as previously cited, 703.5(e) provides some exceptions.⁶⁶

BBB AUTO LINE reports that for cases arbitrated and closed in 2024, 26.3% of all arbitrated cases were closed within the 40-day period. For mediated cases, 76.3% were closed within the 40-day period. Across all cases, 73.1% were completed within the 40-day period. Compared to 2023, the overall percentage of cases completed within the 40-day period decreased by 13.8%. This may be attributable to difficulties that arose in the early stages of migration to a new consumer-facing and record-keeping system.

Generally, most delays were caused by the consumer's or arbitrator's request for a technical expert's opinion, consumer delay in responding to an additional information request, or the arbitrator's timing in issuing a decision.⁶⁷ Of the six recordings and sample claim files reviewed by Auditor, none met the 40-day deadline. However, five of the cases were delayed beyond the period due to an Arbitrator's request for an examination by a technical expert, or to the consumer either not responding to BBB AUTO LINE Staff or not providing further documentation requested by Staff or the Arbitrator. The decision in the final case was rendered 6 days past the deadline (46 days total).

These figures may understate BBB AUTO LINE's performance to some extent, as FTC Rule 703.5(e)(2) allows an extension of the 40-day period "[f]or a 7-day period in those cases where the consumer has made no attempt to seek redress directly from the warrantor."

These statistics, and others reported in this section, are based on BBB AUTO LINE's internal records and not the results of the survey. The rates reported by the consumer survey were below those reported by BBB AUTO LINE, with surveyed consumers reporting a 71.3% timeliness rate across both mediated and arbitrated cases; 74.0% of mediated cases and 52.4% of arbitrated cases were completed within the specified time period. However, there are multiple sources of possible consumer confusion as to how BBB AUTO LINE reports timing, further explained in Section III.

BBB AUTO LINE measures timing as follows:

Starting the clock. Outside of Florida and California, the 40-day clock begins after a consumer contacts BBB AUTO LINE, provides information that is incorporated into a consumer complaint form, and returns the signed form together with the required documents. In Florida and California, the clock begins when the consumer first contacts BBB AUTO LINE.

Stopping the clock. The 40-day period ends when an arbitrator's decision is issued, a settlement agreement is reached between the consumer and manufacturer, the

⁶⁶ The Mechanism may delay the performance of its duties under paragraph (d) of this section beyond the 40-day time limit:

(1) Where the period of delay is due solely to failure of a consumer to provide promptly his or her name and address, brand name and model number of the product involved, and a statement as to the nature of the defect or other complaint; or

(2) For a 7-day period in those cases where the consumer has made no attempt to seek redress directly from the warrantor.

⁶⁷ See Section III for more details.

consumer withdraws their claim, or the claim is deemed ineligible for the BBB AUTO LINE Program.

The vast majority of dates that cases are opened and closed are reported accurately, thus leading to an accurate report of the time it took BBB AUTO LINE to close a case. A more in-depth analysis can be found in Section III.

If a consumer informs BBB AUTO LINE of their dissatisfaction with the execution of their awarded remedy within sixty days from the date of the settlement letter sent by BBB AUTO LINE, the case will be reopened. If the consumer communicates their dissatisfaction to BBB AUTO LINE *after* the sixty-day period, a new case is opened, with the original case number followed by “-1R,”⁶⁸ and a new 40-day clock begins. BBB AUTO LINE's written repair settlement agreements clearly inform consumers of their ability to reopen their cases within the specified time limits.

Rule §703.5(h) requires that “if the warrantor has agreed to perform any obligations, either as part of a settlement agreed to after notification to the Mechanism of the dispute or as a result of a decision under paragraph (d) of this section, the Mechanism shall ascertain from the consumer within 10 working days of the date for performance whether performance has occurred.”

BBB AUTO LINE confirms whether performance by the manufacturer occurs primarily through “Performance Verification Letters” sent after the specified remedy time period has elapsed. The letter asks consumers if and when the settlement obligations were performed, whether performance was satisfactory, and if unsatisfactory, whether the consumer wants to further pursue the claim.

When consumers do not respond to a Performance Verification Letter (PVL) within 10 days of receipt, BBB AUTO LINE assumes timely compliance. There were 171 cases in the National Survey where the consumer was asked about timely compliance and did not respond “not sure.”⁶⁹ Among these 171 cases, 8 (4.8%) consumers reported that the deadline had not yet expired, 119 consumers (73.1%) responded that the manufacturer had complied in timely fashion, while 34 consumers (20.4%) reported delayed compliance and 6 (3.6%) reported the deadline expired and the manufacturer had not yet carried out the remedy. Of these 40 cases, 2 consumers rejected their awarded remedies, and 23 consumers did not return their PVL, so BBB AUTO LINE assumed timely and satisfactory compliance.⁷⁰

Auditor reviewed the audio recordings and case files of six arbitration hearings, which included two from Ohio, two from Florida, and two from other states. Of those, there was one case in which an attorney represented the consumer. No deficiencies were observed in the arbitrators' preparation for any of these hearings or in the arbitrators' conducting of the hearing were noted.

Rule §703.5(i) requires “that a consumer resort to the Mechanism prior to commencement of an action under section 110(d) of the Act, 15 U.S.C. 2310(d), which states that prior resort shall

⁶⁸ As needed, there could also be a 2R (and, on rare occasions, beyond).

⁶⁹ Consumers know whether the manufacturer performed, so “not sure” responses are most likely to reflect uncertainty about timing. See Section III for more details.

⁷⁰ See TechnoMetrica Market Intelligence Report, more fully analyzed in Section III.

be satisfied 40 days after notification to the Mechanism of the dispute or when the Mechanism completes all of its duties under paragraph (d) of this section, whichever occurs sooner. In the event that the Mechanism delays performance of its duties under paragraph (d) of this section as allowed by paragraph (e) of this section, the requirement that the consumer initially resort to the Mechanism shall not be satisfied until the period of delay allowed by paragraph (e) of this section has ended."

See Auditor's review of Rule §703.5(d) above for further explanation of timing obligations.

Rule §703.5(j) requires that the Mechanism shall not be legally binding on any person. However, the warrantor shall act in good faith, as provided in §703.2(g) of this part. In any civil action arising out of a warranty obligation and relating to a matter considered by the Mechanism, any decision of the Mechanism shall be admissible in evidence, as provided in section 110(a)(3) of the Act, 15 U.S.C. 2310(a)(3). In short, Manufacturers participating in BBB AUTO LINE agree to be bound by the arbitrator's decision; however, the consumer is not bound.

In a letter sent to the consumer along with the arbitrator's decision, BBB AUTO LINE informs the consumer that failure to accept the decision within 14 calendar days (30 days in California) will be considered to be a rejection and the manufacturer will not be bound by its terms. The California letter further states:

- *If you accept the decision, the manufacturer will be bound by its terms and must comply within 30 days unless the period for performance is extended for delays caused by reasons beyond the control of the manufacturer or its representative. Within 10 days after expiration of the compliance period, the BBB AUTO LINE will contact you to verify that the manufacturer has performed all actions required by the decision.*
- *If you reject the decision, or if you accept the decision and the manufacturer does not promptly perform the terms of the decision, you may pursue other legal rights and remedies available to you under state or federal law. This may include the use of small claims court.*
- *The decision and findings may be admissible in evidence in any court decision.*
- *You may regain possession, without charge, of any documents that you submitted to the BBB AUTO LINE. In addition, you may obtain copies of BBB AUTO LINE's records relating to your dispute, although a reasonable copying charge may be assessed.*

The National letter template, referenced previously, includes similar information.

Based on Auditor's review of employee and arbitrator training materials, policies and procedures and implementation of both, BBB AUTO LINE materials, website, results of the TechnoMetrica Survey (which are further addressed in Section III), and review of the recordings of a sample of arbitrations, Auditor finds BBB AUTO LINE in **SUBSTANTIAL COMPLIANCE** with §703.5.

§703.6 RECORDKEEPING

Rule §703.6 provides:

(a) The Mechanism shall maintain records on each dispute referred to it which shall include:

(1) Name, address, and telephone number of the consumer;

- (2) Name, address, telephone number and contact person of the warrantor;*
- (3) Brand name and model number of the product involved;*
- (4) The date of receipt of the dispute and the date of disclosure to the consumer of the decision;*
- (5) All letters or other written documents submitted by either party;*
- (6) All other evidence collected by the Mechanism relating to the dispute, including summaries of relevant and material portions of telephone calls and meetings between the Mechanism and any other person (including consultants described in § 703.4(b) of this part);*
- (7) A summary of any relevant and material information presented by either party at an oral presentation;*
- (8) The decision of the members including information as to date, time and place of meeting, and the identity of members voting; or information on any other resolution;*
- (9) A copy of the disclosure to the parties of the decision;*
- (10) A statement of the warrantor's intended action(s);*
- (11) Copies of follow-up letters (or summaries of relevant and material portions of follow-up telephone calls) to the consumer, and responses thereto; and*
- (12) Any other documents and communications (or summaries of relevant and material portions of oral communications) relating to the dispute.*

Further, Rule §703.6(b), (c), and (d) require that BBB AUTO LINE maintain certain indices. BBB AUTO LINE provided the appropriate indices, which included an index of all complaints grouped by brand; all disputes where the warrantor has failed or refused to comply with the remedy; and all disputes delayed beyond 40 days. These indices were relied upon for the analysis of statistical compilations in Section III.

Based on Auditor's review of BBB AUTO LINE materials, the results of the TechnoMetrica Survey, which are addressed in Section III, herein, and review of the audio recordings and case file documents of a sample of arbitrations, Auditor finds BBB AUTO LINE in *SUBSTANTIAL COMPLIANCE* with §703.6.

§703.8 OPENNESS OF RECORDS AND PROCEEDINGS

Rule §703.8 states to what extent records and proceedings are open to the public or, conversely, confidential. Rule 703.8(b) allows the Mechanism to keep certain records confidential, and Rule 703.8(c) requires it to set out a confidentiality policy.

Rule §703.8 requires:

- (a) The statistical summaries specified in § 703.6(e) of this part shall be available to any person for inspection and copying.*
- (b) Except as provided under paragraphs (a) and (e) of this section, and paragraph (c) of § 703.7 of this part, all records of the Mechanism may be kept confidential, or made available only on such terms and conditions, or in such form, as the Mechanism shall permit.*

(c) The policy of the Mechanism with respect to records made available at the Mechanism's option shall be set out in the procedures under § 703.5(a) of this part; the policy shall be applied uniformly to all requests for access to or copies of such records.

(d) Meetings of the members to hear and decide disputes shall be open to observers on reasonable and nondiscriminatory terms. The identity of the parties and products involved in disputes need not be disclosed at meetings.

(e) Upon request the Mechanism shall provide to either party to a dispute:

(1) Access to all records relating to the dispute; and

(2) Copies of any records relating to the dispute, at reasonable cost.

(f) The Mechanism shall make available to any person, upon request, information relating to the qualifications of Mechanism staff and members.

BBB AUTO LINE's Arbitration Rule 24 provides:

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

We 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.

We may use information in BBB AUTO LINE records to conduct general research, which may lead to the publication of aggregate demographic data, but will not result in the reporting or publication of any personal information provided to us. Semi-annual statistics for the national BBB AUTO LINE program are available on request.

Further, Rule 11 of the arbitration rules states:

We have the option to arrange for BBB AUTO LINE staff, other arbitrators, or government representatives to attend arbitration hearings.

For any other observer to attend a hearing, we will first determine if reasonable accommodations exist, and then make sure the consumer and arbitrator have no objection to the presence of an observer. If there is room and there are no objections, the observer may attend subject to proper behavior (i.e., observers will not interfere with or participate in the hearing).

Finally, Arbitration Rule 12 provides that:

Media shall be permitted access to arbitration hearings on the same basis as other observers.

Unless there is approval by all parties and the arbitrator, no one other than BBB AUTO LINE staff shall be permitted to bring cameras, lights, recording devices or any other equipment into the hearing. Media representatives shall be subject to

proper behavior during the hearing (i.e., media representatives will not interfere with or participate in the hearing).

Based on Auditor's review of employee and arbitrator training materials, policies and procedures and implementation of both, BBB AUTO LINE materials, website, the results of the TechnoMetrica survey (addressed in Section III), and review of the recordings of a sample of arbitrations, Auditor finds BBB AUTO LINE in *SUBSTANTIAL COMPLIANCE* with §703.8.

III. ANALYSIS OF STATISTICAL COMPILATIONS

The FTC requires that Mechanisms such as BBB AUTO LINE are audited at minimum once a year, and that the Audit must include an analysis of a random sample of disputes handled to determine (i) the adequacy of BBB AUTO LINE's dispute resolution procedures and (ii) the accuracy of its recordkeeping as required by federal or state law.⁷¹

METHODOLOGY

The random sample was provided by TechnoMetrica Marketing Intelligence ("TechnoMetrica") and conducted via telephone survey.⁷² The consumers eligible for the survey participated in BBB AUTO LINE cases that closed as early as January of the previous year and did not involve attorneys. To combat coverage error, consumers who submitted and closed multiple complaints about the same vehicle within the same calendar year were contacted only about the most recent complaint. Any consumers without a valid phone number were also excluded from the list.

The sampling frame was then randomized and divided into a total of 22 replicates: 19 replicates of 500 records each, 2 with 501 records, and 1 with 59 records. Sample for data collection was released in replicates – that is, a fresh replicate was only released upon completion of the prior replicate. This sampling method ensured that the National sample was truly representative of the population of 2024 cases. The National data collection touched 8 of the 22 replicates.⁷³ Due to sample limitations, there was some overlap between the consumer responses in Florida and Ohio and the National survey. Some of the consumer responses in the Florida and Ohio surveys are also represented in the National survey, and vice versa, which constitutes a type of sampling error that may bias the survey results.⁷⁴ For the purposes of this survey, cases that were processed through one state's program but for which the consumer contact address was in a different state were identified by the processing state. That is to say, if a consumer's address were in Indiana, but their case was processed in Ohio, it would have been deemed an "Ohio" case and included in the Ohio survey.⁷⁵

Auditor performed both a macro and a micro analysis of the survey data provided by TechnoMetrica. Macro analysis was used to compare BBB AUTO LINE records with the survey results. If there was discordance between the two, Auditor performed a micro analysis comparing the consumer's answers to the survey with the corresponding individual case records.

⁷¹ 16 CFR § 703.7(b)(3).

⁷² Auditor made some small alterations to the survey questions to make them clearer to the respondents; otherwise, it is largely identical to the survey from the previous year.

⁷³ Appendix B, BBB AUTO LINE Annual Audit Telephone Survey of 2024 Customers National Cases April 2025 (TechnoMetrica Market Intelligence).

⁷⁴ This survey is also biased towards consumers who completed the questionnaire; in this case, consumers whose case reached mediation or arbitration were more likely to complete the questionnaire, and, among them, consumers who were awarded a remedy were more likely to complete it.

⁷⁵ Similarly, this was also the basis by which it was determined which cases took place in California, as California regulations and therefore BBB AUTO LINE processes differ from the National standard, necessitating different scripts.

NATIONAL SURVEY

Informal Dispute Settlement Mechanisms are required to be audited at least once a year. This Audit must include an analysis of a random sample of disputes handled to determine (i) the adequacy of BBB AUTO LINE's dispute resolution procedures and (ii) the accuracy of its recordkeeping as required by federal or state law.⁷⁶

ANALYSIS

TechnoMetrica reported that the sampling frame for the national survey was 10,561 after cleaning and refining. This sampling frame was then randomized and divided into a total of 22 replicates: 19 replicates of 500 records each and 2 with 501 records. Sample for data collection was released in replicates – that is, a fresh replicate was only released upon completion of the prior replicate. This sampling method ensured that the National sample was truly representative of the population of 2024 cases. The National data collection touched 8 of the 20 replicates, resulting in a total of 405 completed survey responses and a +/-4.8% margin of error.

Due to sample limitations, there is some overlap between the consumer responses in Florida and Ohio surveys and the ones in the National survey. That is to say, some of the consumer responses in the Florida and Ohio surveys are also represented in the National survey, and vice versa. For the purposes of this survey, cases that were processed through one state's program but for which the consumer contact address was in a different state were identified by the processing state. That is to say, if a consumer's address were in Indiana, but their case was processed in Ohio, it would have been deemed an "Ohio" case and included in the Ohio survey.

Auditor performed both a micro and a macro analysis of the data provided by TechnoMetrica and BBB AUTO LINE. The macro analysis compared consumer answers (produced by TechnoMetrica) to BBB AUTO LINE's internal indices. Discrepancies and discordant answers prompted micro analysis, which consisted of comparing consumers' survey responses to the corresponding case files to identify the cause of the differing answers.

For the purposes of determining which survey questions to ask each participant, consumer answers were treated as more accurate than the data provided by BBB AUTO LINE. For example, if BBB AUTO LINE indices indicated that a case was withdrawn, but the consumer reported that it was arbitrated, then the survey continued under the assumption that the case was arbitrated and asked the consumer arbitrated-specific questions. The complete survey results can be found in Appendix B.

⁷⁶ 16 CFR § 703.7(b)(3).

GENERAL INFORMATION

When consumers were asked to confirm that BBB AUTO LINE had handled a complaint about their vehicle in 2024,⁷⁷ only 1 respondent (0.2%) disagreed with BBB AUTO LINE records, correcting the model of their vehicle. This discrepancy was the result of the consumer not correcting the model on their initial claim form, although they did make other corrections (e.g., the spelling of their name) and the correct model name appeared in other documents in their file.

The majority (77.5%) of the vehicles involved in the complaints filed with BBB AUTO LINE were manufactured in the last five years. BBB AUTO LINE primarily handles cases under Magnuson-Moss and various state Lemon Laws, which require the vehicles to be under warranty, so most (91.8%) of the oldest vehicles (2008-2019) were deemed ineligible for the BBB AUTO LINE program. The manufacturers had attempted to repair the majority (86.5%) of the vehicles in question at least once, and 48.2% of these cases pertained to vehicles that had been through four or more repair attempts.⁷⁸

Most (60.9%) consumers who completed this survey discovered that they could file a complaint with BBB AUTO LINE either through a dealer or manufacturer representative or via the internet. Only 8.7% of consumer respondents learned about BBB AUTO LINE from their warranty documents.⁷⁹ Consumers appear to be looking to the internet or a dealership before their warranty documents, which emphasizes the importance of providing supplemental materials either within the dealership (such as signs or placards advertising informal dispute settlement mechanisms such as BBB AUTO LINE) or on the dealership and manufacturer websites.

PROCESS QUESTIONS

When asked to confirm whether their complaints were ineligible, withdrawn, mediated, or arbitrated, the majority of consumers agreed with BBB AUTO LINE's internal indices.⁸⁰ Of the 405 eligible cases, 37 (9.1%) disagreed with BBB AUTO LINE's internal indices. Most of these discrepancies were due to the consumers misunderstanding the question; however, two (0.5%) were the result of administrative error.

INELIGIBLE CASES

Twelve of the 37 cases (32.4%) were categorized by BBB AUTO LINE as ineligible. Seven of these consumers were able to seek relief directly from the manufacturer or dealership and reported that outcome instead of the outcome of the BBB AUTO LINE case. These cases were deemed ineligible for BBB AUTO LINE for a variety of reasons, including exceeding the age or mileage requirement, not signing the customer claim form to open their case, no longer owning or leasing the vehicle, or the vehicle being subject to a lawsuit or state arbitration program case.

Four consumers claimed their cases had not been resolved because they did not agree with the reasons for their ineligibility. These cases were deemed ineligible for the BBB AUTO LINE

⁷⁷ Appendix B, Q1A Chart.

⁷⁸ Appendix B, Q2 Chart.

⁷⁹ Appendix B, Q3 Chart.

⁸⁰ Appendix B, Q4-Q5 Chart.

program either because the vehicle exceeded the age requirement or the complaint concerned issues that were not covered by the warranty, such as third-party monetary incentives.

The final consumer reported that they were not contacted due to a regional issue. According to the BBB AUTO LINE case file, the consumer was sent a letter detailing the reason their case was ineligible for the program. The letter stated that, although the vehicle the consumer had bought was certified pre-owned and had an unexpired new car warranty, it did not have a manufacturer's new vehicle warranty issued at the time of sale or lease. The vehicle therefore did not qualify as a 'motor vehicle sold with a manufacturer's new car warranty' under section 1793.22 of the Song Beverly Act and was ineligible for the BBB AUTO LINE program.

MEDIATED CASES

Twenty-one of the 37 discordant answers (56.8%) concerned cases where BBB AUTO LINE indices stated that the BBB AUTO LINE mediated a settlement between the manufacturer and the consumer.

When asked to confirm that their cases were mediated, six consumers instead reported the outcomes of their cases. Three consumers stated that they ultimately ended up resolving the issues with their vehicles outside of BBB AUTO LINE, though all three had settlement agreements on file. One consumer reported that they accepted the mediation terms. Another stated that their case was closed. The final consumer described the remedy in the settlement agreement that BBB AUTO LINE facilitated.

Two consumers reported that their cases were unresolved. An examination of their case files revealed that both consumers had accepted settlement agreements mediated by BBB AUTO LINE. In one case, after the settlement agreement was reached, the manufacturer notified BBB AUTO LINE that it was unable to carry out the terms of the agreement as the consumer had cancelled several appointments. The consumer agreed to an extension, then did not respond to the performance verification letter, so BBB AUTO LINE assumed the remedy had been completed timely and satisfactorily. In the second case, the consumer responded to the performance verification letter stating that their remedy had not been performed and they wished to continue pursuing their claim through BBB AUTO LINE. Follow up with the consumer and the manufacturer was assigned to the specialist in charge of the case, though there was no documented post-settlement correspondence in the case file. Nine consumers reported that their cases were ineligible for the BBB AUTO LINE program. In all of these cases, BBB AUTO LINE facilitated an agreement with the manufacturers for an inspection and final repair attempt. In one case, the manufacturer notified BBB AUTO LINE that they were unable to complete the remedy because the consumer had opened another case concerning the vehicle before the inspection was scheduled. In another, the consumer notified BBB AUTO LINE that their remedy had not been completed but they did not wish to continue pursuing their case through BBB AUTO LINE. In three others, the consumer reported that the manufacturer determined that there were no warrantable repairs to be made to their vehicle. The final four consumers did not respond to their performance verification letters, so BBB AUTO LINE assumed that the manufacturers carried out the agreed to inspections and repair attempts in a timely and satisfactory manner. However, since the consumers reported that their cases were ineligible, it seems reasonable to assume that the results

of the inspections were that either the consumers were not eligible for their preferred remedy or the repairs necessary were not under warranty.

One consumer reported that they had withdrawn their case. An examination of the case file revealed that, although BBB AUTO LINE had mediated a settlement agreement between the consumer and the manufacturer, the consumer later changed their mind and opened a new case before their remedy could be completed. BBB AUTO LINE categorized this case as mediated, since the parties had agreed to a settlement, but the consumer categorized it as withdrawn because they withdrew the case after agreeing to the settlement.

One consumer reported that BBB AUTO LINE had recorded them as having settled the case when the consumer had not agreed to the settlement. This particular settlement agreement was the result of a call between the consumer, manufacturer, and BBB AUTO LINE resolution specialist. However, BBB AUTO LINE sent a written version of the agreement to all parties after the call to record the details of the settlement. The consumer never contacted BBB AUTO LINE to revise the terms of the agreement and did not return the performance verification letter, so BBB AUTO LINE assumed the remedy had been carried out satisfactorily.

Two consumers reported that their cases had been arbitrated instead of mediated. A review of the case files revealed that, although one consumer had agreed to a settlement mediated through BBB AUTO LINE, the other had gone through the arbitration process. There was no settlement agreement on file, and the consumer accepted the arbitration decision. This consumer was correct; this case should have been categorized as arbitrated instead of mediated. This was an administrative error by BBB AUTO LINE.

WITHDRAWN OR ARBITRATED CASES

Three of the 37 discordant cases (8.1%) concerned a vehicle that had been categorized as withdrawn by BBB AUTO LINE. Two of these cases involved consumers who answered the survey question based on a remedy they were offered outside of the BBB AUTO LINE program. BBB AUTO LINE understood the acceptance of the externally offered remedies to indicate that the consumer no longer wished to pursue their claims through its program and categorized the cases as withdrawn.

In the final withdrawn case, the consumer reported their case was ineligible. This consumer was correct; this case was miscategorized by BBB AUTO LINE. After a review of the consumer's claim form, BBB AUTO LINE determined that the remedy requested by the consumer was outside the scope of its program and sent a letter to the consumer explaining why their case was ineligible. This case should have been categorized as ineligible instead of withdrawn.

One case was categorized by BBB AUTO LINE as arbitrated, while the consumer claimed that it was ineligible. In this case, the consumer misunderstood the way that BBB AUTO LINE classifies its cases. This case was arbitrated, but the arbitrator's decision was that the consumer's vehicle was not eligible for their desired remedy.

RELIEF QUESTIONS

The consumers whose cases were mediated or arbitrated by BBB AUTO LINE were asked to confirm that:

- the manufacturer was supposed to take their vehicle back for a full or partial refund or vehicle replacement;
- repair or inspect their vehicle;
- provide a remedy that was not a replacement, refund, or repair; or
- if none of the above, what would best describe their settlement.

There were a total of 8 (4.0%) consumers whose answers differed from BBB AUTO LINE's internal indices. All of these discordant answers were the result of the consumers misunderstanding the survey question or BBB AUTO LINE policies and procedures.

MEDIATED CASES

Five of the eight discordant cases⁸¹ were mediated.⁸² The first of these cases was categorized as a replacement or refund by BBB AUTO LINE's indices, while the consumer classified their remedy as a repair. An examination of the case file revealed that the settlement agreement mediated by BBB AUTO LINE was for a refund, while the manufacturer later offered a partial refund as a goodwill payment or the option of a repurchase. The consumer agreed to the partial refund. There is no mention of a repair remedy in the case file, so it is possible the consumer used their refund to pay for repairs to their vehicle.

The second case was categorized by BBB AUTO LINE as having a remedy other than a repair or replacement/refund. The consumer reported that the remedy they received was a repair. A review of the case file revealed that the consumer and manufacturer had accepted a settlement agreement for a partial refund. There is no mention of a repair remedy in the case file, so it is possible the consumer used their refund to pay for repairs to their vehicle.

The third case was categorized as withdrawn by BBB AUTO LINE, while the consumer stated that it had been mediated and the resulting remedy was an inspection and repair. An examination of the case file revealed that the consumer accepted the manufacturer's offer of a reimbursement for repairs. This offer was not made through BBB AUTO LINE, so it was not categorized as mediated in the system. Similarly, by accepting the manufacturer's offer, the consumer indicated they did not want to continue to pursue their case through BBB AUTO LINE, so it was categorized as withdrawn.

The final two cases were categorized as ineligible by BBB AUTO LINE, while the consumers stated that they had been mediated with a resulting remedy of a refund or replacement. In the first case, the consumer accepted the manufacturer's offer of a repurchase. This offer was not made through BBB AUTO LINE, so the case was not categorized as mediated, and, as the vehicle had been repurchased by the manufacturer, the case was ineligible for the BBB AUTO LINE

⁸¹ Appendix B, Q6-6A Chart.

⁸² A BBB AUTO LINE employee facilitated a settlement agreement between the consumer and manufacturer.

program as the consumer no longer owned the vehicle. The second case was closed because BBB AUTO LINE had not received a signed complaint form, so the mediation process had not yet begun. The consumer may have been responded based on a remedy they received outside of the BBB AUTO LINE program.

ARBITRATED CASES

Three of the eight discordant cases⁸³ were arbitrated.⁸⁴ The first case was categorized as a refund or replacement, where the manufacturer took back the consumer's vehicle, while the consumer stated that "THE DEALER WAS GOING TO BUY IT BACK." A review of the case file revealed that the arbitration decision was for a repurchase, which the consumer accepted. The tense of their answer seems to indicate that, although the dealership was supposed to have bought back the consumer's vehicle, it had not yet done so at the time of the survey. The consumer may have been confused by the phrasing of the survey question.

The remaining two cases were categorized by BBB AUTO LINE as ineligible. One consumer stated that their case had been arbitrated and the remedy was a refund or replacement. According to the corresponding case file, their claim was ineligible because the vehicle was subject to a lawsuit or state arbitration program. The other consumer stated that their case had been arbitrated with an inspection and repair remedy. This case was deemed ineligible by BBB AUTO LINE because it exceeded age and mileage limitations. These consumers may have answered this question based on the outcome of their external cases, not the claims filed through BBB AUTO LINE.

Consumers whose cases were arbitrated were also asked if they accepted the arbitration decision by returning the form provided by BBB AUTO LINE. Six (24.0%) consumer answers differed from BBB AUTO LINE's records. Two consumers reported that they accepted the arbitration decision; however, they did not return the decision form, so BBB AUTO LINE assumed that they had rejected the decision per the instructions on the form⁸⁵. Another two consumers reported that they had accepted arbitration decisions, but their cases were ineligible for the BBB AUTO LINE program and were not arbitrated. The final two consumers were miscategorized as a result of an administrative error by BBB AUTO LINE; according to the case files, one consumer returned the form and rejected the arbitration decision, though BBB AUTO LINE categorized them as having accepted. The second consumer was the aforementioned whose case was miscategorized as mediated by BBB AUTO LINE. They accepted their arbitration decision.

WITHDRAWN CASES

A total of 24 consumers who withdrew their case answered these questions.⁸⁶ Ten consumers withdrew their complaints because they had hired an attorney or were otherwise pursuing their case outside of BBB AUTO LINE. Six consumers reported that they withdrew their complaint because the matter was settled, or their vehicle was repaired. Five consumers

⁸³ Appendix B, Q7-7A Chart.

⁸⁴ The consumer and the manufacturer agreed to let an impartial BBB AUTO LINE arbitrator decide the outcome of their dispute.

⁸⁵ Generally 14 days, although this can vary based on the state.

⁸⁶ Appendix B, Q8 Chart.

expressed frustration with the BBB AUTO LINE program. One consumer reported that they sold their vehicle, and another reported that the manufacturer was not willing to agree to their preferred remedy. The final consumer stated that BBB AUTO LINE never read their complaint even though they had provided all necessary documents; an examination of the case file revealed that, although the consumer provided the documents, BBB AUTO LINE advised that their case was not eligible for the program under the applicable state lemon law.

COMPLIANCE QUESTIONS

Of the cases were arbitrated or mediated *and* accepted an award, consumers reported that 119 (71.3%) of the awards were completed within the time specified (including any extensions to which the consumer agreed). The awards of 8 cases (4.8%) had, at the time of the survey, not yet been completed, but the time limit had not yet expired. The awards of 40 (24.0%) of the cases were delayed; 34 consumers reported that their award had been carried out after the specified time period, and 6 consumers reported that the specified time period expired, but the settlement had not yet been carried out.⁸⁷

A micro analysis of the 40 delayed cases revealed that 23 (57.5%) were cases in which BBB AUTO LINE sent the consumer a performance verification letter and the consumer did not return it or otherwise communicate with BBB AUTO LINE. Per the notice on the letter,⁸⁸ if BBB AUTO LINE does not receive a response within 10 days, it assumes that the awards were completed in a satisfactory and timely manner. BBB AUTO LINE generally sends at least one reminder to the consumer to respond to the performance verification letter, and there is no deadline for the consumer's response. That is to say, if a consumer responds to the performance verification letter after 10 days, BBB AUTO LINE will update its indices to reflect their responses.

In 8 (20%) of the remaining cases with delayed remedies, the consumer returned their performance verification letter and indicated that the remedy had not been performed before the deadline or that they were not satisfied with the remedy and wished to continuing pursuing the case with BBB AUTO LINE. The dispute resolution specialist in charge of each case was notified that they needed to review the remedy performance; the specialist in charge of each case was notified, and, in all cases but one, BBB AUTO LINE documented efforts to reach out to consumers and manufacturers to determine the issue. Three cases documented the date of compliance; one case was reopened as a 1R case.

Two (5%) of the consumers' complaints were arbitrated, but they did not notify BBB AUTO LINE that they accepted their awarded remedies. It assumed the decisions had been rejected and closed the cases.

Two (5%) consumers returned their performance verification letters to report a date of compliance with their awarded remedy that was after the timeframe they had accepted in the settlement agreement.

⁸⁷ Appendix B, Q9-10 Chart.

⁸⁸ ***"If I have not heard from you within 10 days from the date of this notice, your claim will be closed and I will assume that performance was both timely and satisfactory."***

Of the remaining five cases, one consumer returned their performance verification letter with a remedy compliance date that was within the timeframe listed in their settlement agreement; another returned their letter the same day they agreed to the settlement, possibly misunderstanding the letter's purpose. A third was required by the arbitration decision to send a motor vehicle defect notice to the manufacturer before it performed an inspection and repair attempt. However, the consumer never sent the notice, so the manufacturer was unable to perform the remedy. In the fourth case, the consumer agreed to a settlement through BBB AUTO LINE, then later changed their mind and came to a different agreement with the manufacturer directly, outside the purview of BBB AUTO LINE. Finally, one consumer was never sent a performance verification letter and there was no documented communication after they accepted the arbitration decision, which was an administrative error by BBB AUTO LINE.

TIMING QUESTIONS

Respondents were asked to confirm the number of days (as recorded in BBB AUTO LINE's records) that it took to either come to a settlement agreement or receive a decision from the arbitrator.⁸⁹ Most arbitration cases took over 41 days for a decision to be issued, while mediated cases were typically resolved within 40 days. Twenty-five of the 200 consumer answers differed significantly⁹⁰ from BBB AUTO LINE's indices, resulting in a 12.5% discordance.

One (4.0%) of these cases was ineligible for the BBB AUTO LINE program as the vehicle exceeded the mileage limitations. BBB AUTO LINE considers the day the consumer is notified of their ineligibility the day the case is closed. This consumer may have pursued their claim with the manufacturer directly and answered based on the time it took to resolve their claim outside of BBB AUTO LINE.

Four (16.0%) of these cases were "1R" or otherwise reopened cases. While the survey requested information about the consumers' most recent cases in the 2024 calendar year, the consumers may not have realized that BBB AUTO LINE restarts the clock on cases when they are reopened instead of continuing it, as these cases are considered 'new' cases. These consumers reported case durations that either more closely matched the amount of time from the opening date of the initial case to the closing or remedy date of the final case or included the time it took for their remedy to be completed.

The remaining 20 (80.0%) of these consumers likely responded based on the amount of time it took for their remedies to be performed. BBB AUTO LINE considers a case to be closed once both parties agree to a settlement, or the consumer agrees to an arbitration decision. These fifteen consumers responded with case durations that more closely matched the amount of time between the dates their claims were filed and the dates the performance verification letters were sent or the dates they indicated they wanted to reopen their claims.

When consumers whose cases were categorized as withdrawn were asked how many days it took to decide their complaint, 3 (27.3%) disagreed significantly with BBB AUTO LINE records. A micro analysis of the cases revealed that, in one of these cases, the duration provided by the

⁸⁹ Appendix B, Q11-12 Chart.

⁹⁰ For example, a case that BBB AUTO LINE records indicated took 20 days to resolve, while the consumer reported that it took over 40 days.

consumer more closely matched the duration between the case opening and the consumer withdrawing the claim (instead of the first settlement agreement). The other two cases were categorized as withdrawn because the consumer did not return their signed claim form within the allotted time frame, so BBB AUTO LINE assumed they did not want to pursue their cases further.

DOCUMENTS

Of the 405 completed survey responses, 274 consumers (77.2%) reported that they received a claim form and an explanation of the BBB AUTO LINE program (and state-specific Lemon Laws, if applicable) after they first contacted BBB AUTO LINE, and 81 (22.8%) reported that they did not.⁹¹ This is approximately double the number of negative responses as in 2023, which may be attributable to the fact that BBB AUTO LINE migrated to a new customer-facing system in 2024.

A review of BBB AUTO LINE records and case files revealed that 56 (69.1%) of the consumers who reported they did not receive a claim form had both received the form and uploaded a signed copy to their case file. BBB AUTO LINE sent an additional 20 consumers (24.7%) claim forms, but did not receive a signed copy. There is a possibility that these forms never reached the consumer, though BBB AUTO LINE reaches out via both the portal and email at least twice before determining a consumer is unresponsive.

Three (3.7%) of the cases in which the consumers reported that they had not received a claim form had no claim form (signed or otherwise) in their online case files. All three cases were filed in the first quarter of 2024. This was likely the result of a porting issue when BBB AUTO LINE moved to their new system in February of 2024, as the information needed to open a claim is elsewhere documented in the case files.

Of the 81 (22.8%) consumers who reported that they did not receive an explanation of the BBB AUTO LINE program, 7 (8.6%) consumers had no summary document uploaded to their online case files. All these claims were filed around the turn of the year, so the absence of the program summaries is likely the result of a porting issue. Additionally, the program summaries are prominently displayed within the case file system. If the consumer clicks on the "About AUTO LINE" tab in the case system, they will be directed landing page where they have the ability to download the appropriate program summary. These program summaries are also readily available on the BBB AUTO LINE website.

The total number of BBB AUTO LINE cases with missing customer claim forms or program summaries, as reported by consumers, was 9 (2.5%). This was higher than usual, likely due to the migration to a new, more user-friendly system, though within reasonable expectations.

Of the 274 respondents who reported they had received both the summary and claim documents, 58.5% thought that the documents were "very" clear and understandable, while 35.7% thought they were "somewhat" clear and understandable, and only 5.9% (16 respondents)

⁹¹ 50 reported they were not sure or did not remember. Appendix B, Q19 Chart.

thought that they were “not at all” clear and understandable. These numbers are comparable to those from the 2023 survey.

Of these same 274 respondents, 44.2% reported that the documents were “very” helpful, 36.8% reported that they were “somewhat” helpful, and 19.0% (51 respondents) reported that they were “not at all” helpful. These numbers are comparable to those from the 2023 survey.

Auditor reviewed the summary documents and found them to be clear and concise.

Of the 140 respondents whose cases were mediated by BBB AUTO LINE and answered questions about BBB AUTO LINE documents,⁹² 13 (9.3%) stated that they did not receive an explanation of the terms of their settlement via mail, email, or their online account. A micro analysis of the corresponding case files revealed that BBB AUTO LINE had sent settlement letters or agreements to all of these consumers via their online account. Most consumers also received these documents via email.

Similarly, of the 51 relevant arbitrated cases, 12 (23.5%) reported that they did not get a notice via mail, email, or their online account telling them when and where to go for their hearing or vehicle inspection.⁹³ A micro analysis of the BBB AUTO LINE files revealed that a hearing/inspection notice was sent to 7 (13.7%) of the consumers through their online accounts and via email. Of the remaining cases, one (2.0%) was mediated (and therefore there was no arbitration hearing) and the final 4 (7.8%) were document-only hearings, so the hearing was not live and did not require attendance.

All consumers with arbitrated cases reported that they received a copy of the arbitrator’s decision via mail, email, or their online account.⁹⁴

When asked if BBB AUTO LINE called and/or messaged them to discuss whether the manufacturer was performing the remedies as documented in the settlement agreement or arbitration decision,⁹⁵ 23 (14.5%) consumers expressed that BBB AUTO LINE did neither, down from 42 (26.8%) respondents in 2023. An examination of the corresponding case files revealed that all but 3 (1.9%) of these consumers were sent performance verification letters via their online account, and most also received an email. Of these three, two (1.3%) rejected their arbitration decision and did not indicate they wished to pursue their claims through BBB AUTO LINE, so there was no remedy on which to follow up. The final consumer (0.6%) responded to the verification letter stating that their repurchase had not gone through. BBB AUTO LINE reopened the case and later issued an arbitration decision to which the consumer agreed. After the consumer’s acceptance, there was no indication in the case file that BBB AUTO LINE had tried to reach the consumer again concerning their remedy.

Twelve of the consumers who stated they had not received any communication after their settlement or arbitration responded to the verification letters, while 7 did not.

⁹² Appendix B, Q20 Chart.

⁹³ Appendix B, Q21 Chart.

⁹⁴ Appendix B, Q22 Chart.

⁹⁵ Appendix B, Q23-23A Charts.

SATISFACTION

Satisfaction with Arbitrator. When asked how they would grade the arbitrator on understanding the facts of their case, the consumers who were awarded a remedy gave the arbitrator an average grade of B+, while the consumers who received no reward gave the arbitrator an average grade of C-. When asked about the objectivity and fairness of the arbitrator, the consumers who received a reward gave the arbitrator a B+, while consumers who did not receive an award gave them an average grade of D+, for an overall average of C+. When asked about the arbitrator's ability to reach an impartial decision, the consumers who received a reward gave the arbitrator a B, while consumers who did not receive an award gave them an average grade of D, for an overall average of C. When asked about the arbitrator's ability to reach a reasoned and well-thought-out decision, consumers who received a reward gave the arbitrator a B, while consumers who did not receive an award gave them an average grade of D-, for an overall average of C.

Across all questions and all award types, the arbitrators were given an average grade of C+.⁹⁶

Satisfaction with BBB AUTO LINE Staff. Consumers whose cases were mediated or arbitrated were asked similar questions regarding BBB AUTO LINE's staff. BBB AUTO LINE was given an average grade of B+ for objectivity and fairness, a B for efforts to assist the consumer with resolving their claim, and an overall average grade of B.⁹⁷

Recommendation of BBB AUTO LINE. In total, 65.4% of the respondents stated that they would recommend BBB AUTO LINE to their friends or family. When limited to only consumers whose claims were mediated or arbitrated (excluding consumers whose claims were ineligible or who withdrew their complaints), that number increased to 83.9%. Therefore, consumers who were eligible for BBB AUTO LINE's program were more likely to recommend it to others.⁹⁸

CONCLUSION

The margin of error for questions within this survey that were posed to all consumers was +/-4.8%, which increased as the number of participants who were asked each question decreased. At first glance, the discordance for some of these questions exceeded the margin of error, meaning that there was a significant problem with BBB AUTO LINE's recordkeeping. However, after performing a micro analysis of the cases associated with the discordant answers, many of the differences were the result of consumers misinterpreting either the survey questions or how BBB AUTO LINE categorizes its data, rather than an issue with BBB AUTO LINE's recordkeeping procedures. For example, when asked to categorize their cases as arbitrated, mediated, ineligible, or withdrawn, several consumers instead reported their remedy. Similarly, many consumers answered the survey questions based on actions and remedies agreed to outside of BBB AUTO LINE, which is beyond both BBB AUTO LINE's purview and the scope of this Audit.

⁹⁶ Appendix B, Q24-27 Charts.

⁹⁷ Appendix B, Q28-30 Chart.

⁹⁸ Appendix B, Q31 Chart.

After disregarding the discordant answers that were likely due to consumer misinterpretations, there were few instances in which BBB AUTO LINE's internal indices differed greatly from consumer answers. There were three instances in which BBB AUTO LINE miscategorized a case, likely due to administrative error. Additionally, one consumer was not sent a performance verification letter, and some consumers did not receive program summaries, though this is somewhat mitigated by the prominent links to the documents in the consumer portal. There was also a lack of documented follow up in a couple of the cases where the consumer indicated they were not satisfied with the results of their remedies.

Other than those minor errors, BBB AUTO LINE's internal indices matched consumers' responses almost exactly and were well within the margin of error. Auditor finds that BBB AUTO LINE's records for National consumers were substantially accurate and, therefore, adequate.

FLORIDA SURVEY

Informal Dispute Settlement Mechanisms are required to be audited at least once a year. This Audit must include an analysis of a random sample of disputes handled to determine (i) the adequacy of BBB AUTO LINE's dispute resolution procedures and (ii) the accuracy of its recordkeeping as required by federal or state law.⁹⁹

ANALYSIS

The sampling frame for the Florida survey was 1,791 and was conducted nightly by phone for a one-week period with up to four call attempts per respondent. Of the 1,791 samples, 213 surveys were completed in Florida, which resulted in a response rate of 13.1%. As the sample pool for the survey was relatively small, completed questionnaires from the Florida survey were combined with the questionnaires completed by Florida consumers from the National survey. Because the sample size was limited, the margin of error for the Florida survey as a whole was +/- 6.3%; for questions asked only to subgroups, the margin of error was higher.

Auditor performed both a micro and a macro analysis of the data provided by TechnoMetrica and BBB AUTO LINE. The macro analysis compared consumer answers (produced by TechnoMetrica) to BBB AUTO LINE's internal indices. Discrepancies and discordant answers prompted micro analysis, which consisted of comparing consumers' survey responses to the corresponding case files to identify the cause of the differing answers.

For the purposes of determining which survey questions to ask each participant, consumer answers were treated as more accurate than the data provided by BBB AUTO LINE. For example, if BBB AUTO LINE indices indicated that a case was withdrawn, but the consumer reported that it was arbitrated, then the survey continued under the assumption that the case was arbitrated and asked the consumer arbitrated-specific questions. The complete survey results can be found in Appendix B.

GENERAL INFORMATION

Complaints handled in 2024 mainly consisted of vehicles from 2021-2024, and all vehicles older than 2019 were withdrawn or deemed ineligible/out of warranty.¹⁰⁰ This is consistent with age/mileage requirements set by the program and applicable state Lemon Laws. Almost half of the complaints filed involved the dealer or manufacturer attempting to repair the vehicle over four times, while only 14.4% concerned vehicles that had not been through at least one repair attempt.¹⁰¹ 58.5% of consumers found that they could file a complaint with BBB AUTO LINE either from the dealership or manufacturer representative or online. Only 10.5% of consumers found that they could file a complaint from the manufacturer's manuals or other warranty documents, which is an indication that manufacturers should include the necessary information not only within their manuals, but also in supplementary materials.¹⁰²

⁹⁹ 16 CFR § 703.7(b)(3)

¹⁰⁰ Appendix B, Q1 Chart.

¹⁰¹ Appendix B, Q2 Chart.

¹⁰² Appendix B, Q3 Chart.

PROCESS QUESTIONS

Consumers were asked if BBB AUTO LINE had handled a complaint about their vehicle in 2024. The vehicle was identified by year, make, and model, and the survey requested the consumers verify the information. Three consumers (1.4%) disagreed with the information provided by BBB AUTO LINE. Of these 3 cases, one consumer corrected the model name, and a review of the file revealed that they had done the same to the Customer Claim Form they needed to sign and return to begin their case, though BBB AUTO LINE records did not reflect this change. In the second and third cases, the consumers corrected the year of the vehicle; however, a review of the case file indicated that they did not correct their claim forms.

Over half of the cases were either mediated (39.4%) or arbitrated (16.4%), while 33.8% of cases were deemed ineligible under the BBB AUTO LINE program and 5.2% were categorized as withdrawn. When consumers were asked to confirm whether their case had been mediated, arbitrated, ineligible, or withdrawn, 18 (8.5%) disagreed with the type of case recorded in BBB AUTO LINE's indices.¹⁰³

Of the six cases that BBB AUTO LINE indices indicated were ineligible, one consumer reported their case was arbitrated, though their case was closed because they did not return their signed claim form or respond to attempts to contact them. Another respondent elaborated on the reason their claim was deemed ineligible. Two other consumers reported that their claims had not been resolved because there were still issues with their vehicles after the BBB AUTO LINE case was closed. The final two consumers reported that their cases were mediated; however, both these cases were closed because they did not return their signed claim form or respond to attempts to contact them.

Three cases were categorized by BBB AUTO LINE as withdrawn. One consumer stated that they received a repossession letter; BBB AUTO LINE considered the case withdrawn because the consumer no longer owned the vehicle. Another reported that they never closed the case but pursued it with the attorney general's office. BBB AUTO LINE classified the case as withdrawn because, although the consumer returned their signed claim form, they did not respond to BBB AUTO LINE's subsequent efforts to contact them. The third case the consumer classified as ineligible, while the case file notes say that the consumer indicated that they did not wish to further pursue the case.

Eight cases were categorized by BBB AUTO LINE as mediated. All eight case files contained at least one settlement agreement between the manufacturer and the consumer, mediated by BBB AUTO LINE. One consumer reported their case as arbitrated; this consumer reopened their case as a 1R case and proceeded through arbitration. However, since this case was closed in 2025, it was beyond the purview of both the survey and this Audit. Another consumer responded that they had hired an attorney after agreeing to the settlement to further pursue the case outside of BBB AUTO LINE. A third consumer reported that their case had been ineligible; a review of the case file revealed that this consumer filed another case concerning the same vehicle before the manufacturer could perform a repair attempt, which meant the manufacturer was unable to perform the terms of the settlement. The fourth reported that their case was never decided,

¹⁰³ Appendix B, Q4-5 Chart.

although there is a settlement agreement on file. The fifth stated that their complaint was never resolved. However, there was a settlement agreement on file; the manufacturer inspected their vehicle per its terms but found no warrantable repairs. The sixth consumer reported that their case was arbitrated, although BBB AUTO LINE was able to facilitate a settlement agreement before the case reached arbitration. The seventh consumer stated that BBB AUTO LINE had closed their case after agreeing to the settlement agreement. This consumer attempted to reopen their case but reported receiving no response from BBB AUTO LINE.

The final consumer with a mediated case reported that BBB AUTO LINE had recorded them as having settled the case when the consumer had not agreed to the settlement. This particular settlement agreement was the result of a call between the consumer, manufacturer, and BBB AUTO LINE resolution specialist. BBB AUTO LINE sent a written version of the agreement to all parties after the call to record the details of the settlement. The consumer never contacted BBB AUTO LINE to revise the terms of the agreement and did not return the performance verification letter, so BBB AUTO LINE assumed the remedy had been carried out satisfactorily.

The final discordant case BBB AUTO LINE categorized as arbitrated. The consumer disagreed and then expanded on the result of the arbitration.

RELIEF QUESTIONS

Most cases covered by the Florida survey reached a mediated settlement agreement before the case was scheduled for arbitration. Consumers reported that 67.9% of the mediated cases and 20.0% of the arbitrated cases resulted in refunds (usually in the form of a buy-back) or replacements, while 21.4% of mediated and 17.1% of arbitrated cases resulted in a repair or inspection. The remaining cases were awarded another type of remedy or no remedy.

When asked to confirm the remedies that resulted from their BBB AUTO LINE cases, 6 (5.0%) of 119 consumers disagreed with BBB AUTO LINE's records. Three of these cases were categorized as ineligible by BBB AUTO LINE because they did not sign and return their claim forms. A fourth consumer confirmed their remedy was a partial refund and expanded on the settlement. A fifth consumer reported that their awarded remedy was a repurchase, instead of no award as per BBB AUTO LINE records. An examination of the case file revealed that the arbitrator had initially decided the vehicle was ineligible for a remedy; however, the consumer supplied additional documents and requested a correction. Based on the new information, the arbitrator revised their decision and awarded the consumer a repurchase. However, BBB AUTO LINE did not update its records. In the final case, the consumer and manufacturer came to an agreement for a remedy that was not a repair or replacement/repurchase, but the consumer's survey answer was that they had received no remedy. According to the BBB AUTO LINE case file, the consumer returned the performance verification letter and confirmed that the remedy had been performed, though they were not satisfied with the result.

When consumers were asked to recall if they accepted the arbitration decision by returning the form provided by BBB AUTO LINE, 66.7% of the responses were in concordance with BBB AUTO LINE's records. Five of the fifteen consumers whose cases were eligible for this question disagreed with BBB AUTO LINE's records. One case was deemed ineligible because the consumer did not return their claim form. A second was mediated, though the case was reopened and

arbitrated as a 1R case in 2025, which is out of the purview of this Audit. The remaining cases were erroneously categorized as rejected; two cases had acceptance forms uploaded by the consumer, though one appeared to have a second decision issued several months later, which was assumed rejected when the consumer did not respond. However, the decision was not uploaded to the case file, so it may have initially been uploaded to the wrong file by mistake and subsequently deleted, though not before prompting the automation that sent an acceptance/rejection note to the consumer. In the third case, the arbitration decision was issued, and the consumer requested a correction. While the correction was pending, the deadline for the acceptance/rejection form passed and the system automatically designated the decision as rejected by the consumer.

WITHDRAWN CASES

There was a total of 11 respondents who answered the questions concerning withdrawn cases.¹⁰⁴ Eight cases were withdrawn because the parties settled the matter outside of BBB AUTO LINE or the vehicle was ultimately fixed. The remaining three cases were withdrawn for some other reason, including being told that the manufacturer would not repurchase the car and feeling discouraged with the BBB AUTO LINE program.

COMPLIANCE QUESTIONS

Terms of a settlement or a decision for 67.8% of mediated and arbitrated cases were carried out within the time specified, including any extension agreed upon. 5.6% of the consumers whose cases were either mediated or arbitrated reported that the manufacturer had not yet carried out the settlement agreement or arbitration decision, but the time to do so had not yet expired. Three (3.3%) of the mediated and arbitrated cases were reported by consumers as yet to have the settlement or terms of the decision carried out despite the specified time period expiring. Twenty-one (23.3%) of the mediated or arbitrated cases had remedies that were reported to take place after the specified time period had expired.¹⁰⁵

Of these 24 cases where either the settlement had been carried out after the specified timeframe or the remedy period had expired but the remedy itself had not been completed, 12 consumers were sent performance verification letters but did not return them to BBB AUTO LINE with confirmation that the remedy had been performed satisfactorily. If BBB AUTO LINE does not receive a response from the client, it is assumed that the remedy was performed in a satisfactory and timely manner.

One consumer did not return their claim form and therefore was never awarded a remedy. Another consumer was awarded an inspection for warrantable repairs, which occurred within the specified time period, but reported that the remedy had not been carried out. A review of the case file revealed that the inspection found that there were no warrantable repairs. The consumer may have been dissatisfied with the result of the inspection and answered that the remedy was not carried out because there were no repairs made to the vehicle. A third consumer accepted

¹⁰⁴ Appendix B, Q8 Chart.

¹⁰⁵ Appendix B, Q9-Q10 Chart.

the remedy awarded by the arbitration decision, but was marked as having rejected it in BBB AUTO LINE's system.

The remaining nine consumers returned their performance verification letters to BBB AUTO LINE to inform it that the remedy had not been carried out. The BBB AUTO LINE specialists in charge of each case were notified of the delay and reached out to the consumers and manufacturers to attempt to fix the issue.

TIMING QUESTIONS

Consumers were asked to confirm how many days it took BBB AUTO LINE to facilitate a settlement or issue an arbitration decision. If the consumer disagreed with BBB AUTO LINE's records, they were asked to provide an estimate of how long their case took to complete. Most arbitration cases took over 41 days for a decision to be issued, while mediated cases were typically resolved within 40 days. Concordance with BBB AUTO LINE records was 81.5%, resulting in a total of 22 discordant cases.¹⁰⁶

An examination of each of these case files revealed that 21 of these consumers may have misunderstood when BBB AUTO LINE considers a case to be opened or closed. In Florida, a case begins the day that a consumer first makes contact with BBB AUTO LINE and is closed the day that a mediated settlement agreement or arbitration decision is sent to the consumer and manufacturer. However, some consumers seem to have included the amount of time it took for their remedies to be completed, or to have their complaints resolved satisfactorily. For example, four of these cases were 1R or 2R cases. If a consumer communicates their dissatisfaction to BBB AUTO LINE more than sixty days after the final settlement agreement, a new case is opened with the original case number followed by "-1R,"¹⁰⁷ and a new 40-day clock begins. In these cases, consumers answered this question with numbers comparable to the time between the start date of the initial case and the end date of the final case, or the initial case's start date and the date the remedy was carried out successfully.

The remaining discordant case seems to be the result of errors in BBB AUTO LINE's records. An investigation of the case files revealed that the consumer first contacted BBB AUTO LINE in early January, then returned their signed claim form two weeks later, the same day as their initial settlement agreement. BBB AUTO LINE records state that this case took zero days to conclude. However, as previously established, although BBB AUTO LINE generally starts the clock on the date it receives the signed claim form, in Florida, it starts when the consumer first contacts BBB AUTO LINE.

DOCUMENTS

According to the Florida survey results, 133 (74.7%) consumers reported receiving a claim form and explanation of the program after initially contacting BBB AUTO LINE, while 45 (25.3%) reported that they did not.¹⁰⁸ A micro analysis of the relevant case files revealed that 23 of these consumers received and returned their signed claim form. Another 20 were sent the claim form

¹⁰⁶ Appendix B, Q11-Q12 Chart.

¹⁰⁷ As needed, there could also be a 2R (and, on rare occasions, beyond).

¹⁰⁸ Appendix B, Q19 Chart.

via email or through the BBB AUTO LINE portal, though did not sign it. Two cases were not sent claim forms as the claims were determined to be ineligible the same day that the claim information was submitted.

All case files contained a copy of the BBB AUTO LINE program explanation document, with the exception of four cases. These cases were filed in January or February and the lack of explanation document on file was likely the result of a porting issue. However, the program summaries are prominently displayed within the case file system. If the consumer clicks on the "About AUTO LINE" tab in the case system, they will be directed landing page where they have the ability to download the appropriate program summary. These program summaries are also readily available on the BBB AUTO LINE website.

Of the 130 respondents who reported they had received both the summary and claim documents, 51.5% thought that the documents were "very" clear and understandable, 42.3% thought they were "somewhat" clear and understandable, while only 6.2% (eight respondents) thought that they were "not at all" clear and understandable.

Of these same respondents, 43.8% reported that the documents were "very" helpful, 42.3% reported that they were "somewhat" helpful, and 13.8% reported that they were "not at all" helpful. Auditor reviewed the summary documents and found them clear and concise.

Of the 78 respondents whose cases were mediated by BBB AUTO LINE, only ten (12.8%) stated that they did not receive an explanation of the terms of their settlement via mail, email, or their online account.¹⁰⁹ A micro analysis of the corresponding case files revealed that BBB AUTO LINE sent a settlement explanation to each consumer via the online portal, and also notified most of these consumers via email.

Twenty-nine of the 35 applicable respondents with arbitrated cases stated that they received a notice via mail, email, or their online account telling them when and where to go for their hearing or vehicle inspection. Four of those who reported they did not receive a notice had notices uploaded to their case files via the online portal. The fifth case was mediated and did not reach arbitration. The final case was determined by the arbitrator based only on written statements submitted by the manufacturer and consumer, so there was no in-person or virtual hearing. However, the consumer received a notice of the deadline for submitting written materials.

Thirty-two of the 35 respondents stated that they received a notice via mail, email, or their online account informing them of the arbitrator's decision.¹¹⁰ The first consumer reported that they never heard back; however, BBB AUTO LINE's online portal contains copies of both the decision and the consumer's signed acceptance form. The second reported that they heard from the Florida Attorney General's Office; however, BBB AUTO LINE's online portal contains copies of both the decision and the consumer's signed acceptance form. The final case was mediated and did not proceed to arbitration.

¹⁰⁹ Appendix B, Q20 Chart.

¹¹⁰ Appendix B, Q21-22 Chart.

SATISFACTION

Satisfaction with Arbitrator. Consumers graded arbitrators based on the arbitrator's understanding of the facts of their case; objectivity and fairness; reaching an impartial decision; and coming to a reasoned and well-thought-out decision.¹¹¹ Consumers who were granted an award gave a higher grade on average (B to B+) than those who received no award (D- to D+). The average overall grade for arbitrators was a C.

Satisfaction with BBB AUTO LINE Staff. Consumers with mediated or arbitrated cases also graded the BBB AUTO LINE staff based on objectivity and fairness, efforts to assist in resolving the claim, and their overall experience with BBB AUTO LINE.¹¹² The average overall grade for BBB AUTO LINE staff was a B. Survey results for BBB AUTO LINE staff grading were not divided by result of the consumers' claims.

Recommendation of BBB AUTO LINE. Of the total consumers surveyed, 64.1% of respondents would recommend BBB AUTO LINE to friends and family. Of those who had their cases mediated or arbitrated, 80.2% of respondents indicated they would recommend BBB AUTO LINE to friends and family. Consumers who participated in mediation or arbitration were more likely to recommend BBB AUTO LINE than those who did not.¹¹³

CONCLUSION

The margin of error for the Florida survey was +/- 6.3%, which increased as the survey pool decreased. At first glance, the discordance for some of these questions exceeded the margin of error, meaning that there was a significant problem with BBB AUTO LINE's recordkeeping. However, after performing a micro analysis of the cases associated with the discordant answers, many of the differences were the result of consumers misinterpreting either the survey questions or how BBB AUTO LINE categorizes its data, rather than an issue with BBB AUTO LINE's recordkeeping procedures. For example, when asked to categorize their cases as arbitrated, mediated, ineligible, or withdrawn, several consumers instead reported their remedy. Similarly, many consumers answered the survey questions based on actions taken or remedies agreed to outside of BBB AUTO LINE, which is beyond both BBB AUTO LINE's purview and the scope of this Audit.

BBB AUTO LINE migrated to a new platform this year, which resulted in a few administrative errors, such as porting issues where all the documents in the case file were missing (which were quickly rectified once Auditor notified BBB AUTO LINE of the issue), or the system automatically sending arbitration decision rejection notices while the consumer was in the midst of requesting a decision correction. There were also several errors made by BBB AUTO LINE staff, including not updating case records based on a revised agreement or corrections provided by a consumer, marking an arbitration decision as rejected when it was accepted, and starting the clock at the wrong point for Florida.

¹¹¹ Appendix B, Q24-27 Chart.

¹¹² Appendix B, Q28-30 Chart.

¹¹³ Appendix B, Q31 Chart.

Other than those minor errors, BBB AUTO LINE's internal indices matched consumers' responses almost exactly and were well within the margin of error. Auditor finds that BBB AUTO LINE's records for Ohio consumers were substantially accurate and, therefore, adequate.

OHIO SURVEY

Mechanisms are required to be audited at least once a year. This Audit must include an analysis of a random sample of disputes handled to determine (i) the adequacy of BBB AUTO LINE's dispute resolution procedures and (ii) the accuracy of its recordkeeping as required by federal or state law.¹¹⁴

ANALYSIS

In addition to the yearly Audit of BBB AUTO LINE at a national level required by the FTC, Ohio also requires a state-specific Audit to verify and evaluate the adequacy of BBB AUTO LINE's record-keeping and reporting based on Ohio's rules and regulations.

The sampling frame for Ohio was 368. Due to the limited sample size, all individuals were called and as many completed survey responses as possible were gained from those who had not been called during the national survey. The responses from the Ohio-specific survey were combined with the completed responses by consumers in Ohio from the national survey. This resulted in a 22.2% response rate and a total of 75 completed survey responses. Because the sample size was limited, the margin of error for this survey as a whole was +/-10%; for questions asked only to subgroups, the margin of error was higher.

Auditor performed both a micro and a macro analysis of the data provided by TechnoMetrica and BBB AUTO LINE. The macro analysis compared consumer answers (produced by TechnoMetrica) to BBB AUTO LINE's internal indices. Discrepancies and discordant answers prompted micro analysis, which consisted of comparing consumers' survey responses to the corresponding case files to identify the cause of the differing answers.

For the purposes of determining which survey questions to ask each participant, consumer answers were treated as more accurate than the data provided by BBB AUTO LINE. For example, if BBB AUTO LINE indices indicated that a case was withdrawn, but the consumer reported that it was arbitrated, then the survey continued under the assumption that the case was arbitrated and asked the consumer arbitrated-specific questions. The complete survey results can be found in Appendix B.

GENERAL INFORMATION

Many of the vehicles involved in the complaints filed with BBB AUTO LINE were manufactured in the last five years, as BBB AUTO LINE primarily deals with Magnuson-Moss and the various state Lemon Laws that require the vehicles to be under warranty. The oldest cases (2013-2018) were deemed ineligible as the warranties had expired, with the exception of one case which was mediated. The manufacturers had attempted to repair most of the vehicles in question at least once, and 47.9% of these cases pertained to vehicles that had been through four or more repair attempts.¹¹⁵

Most consumers who completed this survey discovered that they could file a complaint with BBB AUTO LINE either through a dealer or manufacturer representative or through the internet.

¹¹⁴ 16 CFR § 703.7(b)(3)

¹¹⁵ Appendix B, Q2 Chart.

Only 4 consumers learned about BBB AUTO LINE from their warranty documents.¹¹⁶ This data supports the continuation of the trend noted in previous Audits; consumers are increasingly looking online or to their dealership before their warranty documents, which emphasizes the importance of supplemental materials.

PROCESS QUESTIONS

The first discrepancies between the survey results and BBB AUTO LINE's internal records appeared when the consumers were asked if BBB AUTO LINE had handled a complaint about their vehicle in 2024. The vehicle was identified by year, make, and model. One consumer disagreed with the information provided by BBB AUTO LINE and corrected the model of the vehicle in question. An examination of the appropriate case file revealed that the consumer had also corrected the model on their customer claim form; however, BBB AUTO LINE did not update its records to reflect the correction.

Next, consumers were asked how BBB AUTO LINE addressed their cases.¹¹⁷ It was requested that they confirm that their complaints were either ineligible, withdrawn, mediated, or arbitrated. Ten of the 75 respondents who answered this question (13.3%) disagreed with BBB AUTO LINE's internal records.

Three consumers' vehicles were categorized as ineligible for the program by BBB AUTO LINE. One consumer reported that the problem was never resolved, so they traded in the vehicle. BBB AUTO LINE categorized this case as ineligible because the consumer no longer owned the vehicle. The second consumer reported their case as mediated; although the case file contained a settlement offer from the manufacturer for a repurchase, BBB AUTO LINE did not facilitate this offer. The case became ineligible once the repurchase was completed, as the consumer no longer owned the vehicle.

The final consumer reported their case as arbitrated; although they filed a claim with BBB AUTO LINE, the vehicle exceeded age requirements and the consumer was sent a letter detailing the reason for ineligibility. However, there was another case concerning a vehicle with the same VIN also filed in 2024 appealing the ineligible decision; as the consumer was asked to consider only the most recent case, they likely answered based on this case. In BBB AUTO LINE's system, the purchased/leased state field for this case is blank, so this case may have been missed when pulling data for the survey.

One consumer reported that their case was ineligible, while BBB AUTO LINE records categorized it as withdrawn. Notes in the BBB AUTO LINE case file state that the consumer withdrew their appeal; presumably after speaking with BBB AUTO LINE staff or reading the program summary, they realized that their vehicle was outside eligibility requirements and withdrew their case.

BBB AUTO LINE categorized the remaining six cases as mediated. One consumer reported that they had withdrawn their case; an examination of their case file revealed that they had

¹¹⁶ Appendix B, Q3 Chart.

¹¹⁷ Appendix B, Q4-5A Chart.

agreed to the settlement mediated by BBB AUTO LINE, and that the manufacturer had uploaded the repair orders to confirm the date of compliance. Two more consumers reported the outcome of their case rather than if it had been arbitrated, mediated, ineligible, or withdrawn. The remaining three consumers reported that their cases were not yet resolved; however, all three had agreed to the settlement that BBB AUTO LINE had mediated, so it is possible they answered the question based on whether the remedy had been carried out or not. One did not return their performance verification letter, so BBB AUTO LINE assumed that the manufacturer had complied with the settlement timely and satisfactorily. The remaining two consumers returned their letters saying that they wanted to continue pursuing their cases through BBB AUTO LINE. Presumably, they responded to the survey question based on their remedy rather than the type of case.

RELIEF QUESTIONS

The consumers whose cases were mediated¹¹⁸ by BBB AUTO LINE were asked to confirm that the manufacturer was supposed to take their vehicle back for a full or partial refund or vehicle replacement; repair or inspect their vehicle; provide a remedy that was not a replacement, refund, or repair; or what would best describe their settlement. Consumers whose cases were arbitrated by BBB AUTO LINE were asked the same question.¹¹⁹ One consumer with a mediated case and one with an arbitrated case disagreed with BBB AUTO LINE's indices.

These cases were categorized by BBB AUTO LINE as ineligible, while the consumers categorized their cases as either mediated or arbitrated, with a resulting refund or replacement remedy. The mediated case accepted an offer from the manufacturer outside of the BBB AUTO LINE program; once the manufacturer had completed the repurchase, BBB AUTO LINE notified the consumer that the case was no longer eligible as the consumer no longer owned the car. The arbitrated case was deemed ineligible as the vehicle exceeded mileage requirements. If the vehicle was repaired, it was done outside the purview of BBB AUTO LINE.

The survey revealed most cases reached a mediated settlement agreement before the case was scheduled for arbitration. 58.1% of the mediated cases and 58.3% of the arbitrated cases resulted in refunds (usually in the form of a buy-back) or replacements, while 16.1% (mediated) and 8.3% (arbitrated) resulted in a repair or inspection to determine warrantable repairs. The remaining cases were awarded either another remedy or no remedy.

Consumers with arbitrated cases were also asked if they had accepted their arbitration decision using the form provided by BBB AUTO LINE. Two (22.2%) consumers' answers differed from BBB AUTO LINE records. The first consumer reported that they had accepted their decision, but BBB AUTO LINE records indicated that it had been rejected. An examination of the case file revealed that the consumer did not return their decision form, so BBB AUTO LINE assumed that they rejected the decision for a repurchase. However, the consumer and manufacturer later came to an agreement on an appropriate amount for the repurchase.

The second consumer reported that they had accepted their arbitration decision, though, according to the data sent to the survey company, their case was ineligible for the BBB AUTO LINE

¹¹⁸ Appendix B, Q6-6A Chart.

¹¹⁹ Appendix B, Q7-7A Chart.

program and did not go through the arbitration process. However, there was another case concerning a vehicle with the same VIN, also filed in 2024, which appealed the ineligible decision; as the consumer was asked to consider only the most recent case, they likely answered based on this case. In BBB AUTO LINE's system, the purchased/leased state field for this case is blank, so this case may have been missed when pulling data for the survey.

WITHDRAWN CASES

A total of three Ohio consumers who withdrew their cases answered these questions.¹²⁰ Two withdrew their cases because they sold the car. The final consumer stated that they withdrew their case because they had settled with the manufacturer outside of BBB AUTO LINE.

COMPLIANCE QUESTIONS

Of the consumers whose cases were arbitrated or mediated and accepted an award, 71.4% reported their awards were carried out within the time specified (including any extensions to which the consumer agreed). One award (2.9%) had, at the time of the survey, not yet been carried out, but the time limit had not yet expired. However, 8 consumers (22.9%) reported that their award had been carried out *after* the time period specified in their settlement agreements or arbitration decisions, including any extensions to which they agreed, and one consumer (2.9%) reported that the time limit had expired but the award had not been carried out.¹²¹

A micro analysis of these cases revealed that five consumers did not return their performance verification letters, so BBB AUTO LINE assumed that the awards were performed satisfactorily and within the timeframe specified and closed the cases, as per the letter. The fifth consumer returned their performance verification letter indicating that their award had not yet been performed and that they wished to pursue their claim. BBB AUTO LINE facilitated a revised settlement, and the compliance date was within a month. Two cases were arbitrated, and both consumers returned their performance verification letters to notify BBB AUTO LINE that their awards had not been performed and they had not agreed to extensions. One case was reopened as a 1R case. In the other, the specialist in charge of the case was notified, but there was no further communication with the consumer or manufacturer documented.

The final consumer's vehicle was not eligible for the program, and therefore did not receive any award through BBB AUTO LINE. However, there was another case concerning a vehicle with the same VIN, also filed in 2024, which appealed the ineligible decision; as the consumer was asked to consider only the most recent case, they likely answered based on the case that was not included in the survey. In BBB AUTO LINE's system, the purchased/leased state field for this case is blank, so this case may have been missed when pulling data for the survey.

¹²⁰ Appendix B, Q8 Chart.

¹²¹ Appendix B, Q9-10 Chart.

TIMING QUESTIONS

Consumers were told the number of days it took for their case to reach a settlement or arbitration decision according to BBB AUTO LINE internal records and were asked if the number were accurate.¹²² Four of the 39 consumer answers differed significantly¹²³ from BBB AUTO LINE's indices, resulting in a 10.3% discordance.

One of these cases was, according to the data provided to the survey company, ineligible for the BBB AUTO LINE program because it exceeded mileage restrictions, and therefore did not go through the mediation or arbitration process. However, there was another case concerning a vehicle with the same VIN filed in 2024 appealing the ineligible decision; as the consumer was asked to consider only the most recent case, they likely answered based on this case. In BBB AUTO LINE's system, the purchased/leased state field for this case is blank, so this case may have been missed when pulling data for the survey.

In the second case, the consumer reported that it had taken almost 200 days for their claim to be resolved, while BBB AUTO LINE's indices documented that it had taken less than 20. A micro analysis of this case revealed that the initial settlement agreement was accepted within 20 days of the date that BBB AUTO LINE received all the information necessary to open the case. However, afterwards, the consumer was not satisfied with the specific terms of their repurchase remedy and denied the manufacturer's offers, agreeing to several extensions to further discuss the terms. BBB AUTO LINE considers the closing date of mediated cases to be the date all parties agree to an initial settlement agreement, but this consumer likely answered the survey question based on how long it took for them to accept the specific terms of the repurchase.

In the third and fourth cases, an examination of the case files revealed that the start date of both cases was over a month after the consumer initially contacted BBB AUTO LINE. However, in one of the cases, BBB AUTO LINE's system sent a notification that their claim form had not been updated, even though the consumer had uploaded it two weeks before. This claim was first marked eligible for the program three weeks before the start date as documented by BBB AUTO LINE. Similarly, the second case was first marked eligible for the program one week before BBB AUTO LINE's documented case start date. While the dates of the initial settlement agreements are within two weeks of the start date, these seem to be administrative errors made by BBB AUTO LINE.

Consumers who ultimately withdrew their complaints were asked to confirm the number of days it took them to withdraw.¹²⁴ All consumer answers were in concordance with BBB AUTO LINE records. One consumer reported that it took more than 40 days because of an action they took, while two reported that it was not because of their actions. Of these, one consumer's case was categorized as withdrawn because they did not respond to BBB AUTO LINE's attempts to contact them regarding their case. The second case was mediated, not withdrawn.

¹²² Appendix B, Q11-12 Chart.

¹²³ E.g., the consumer reported that it took more than 40 days while BBB AUTO LINE indices categorized it as having taken fewer than 40 days to resolve the case.

¹²⁴ Appendix B, Q15-16 Chart.

DOCUMENTS

Of the 63 eligible survey responses, 51 consumers (81.0%) reported that they received a claim form and an explanation of the BBB AUTO LINE program and Ohio Lemon Laws after they first contacted BBB AUTO LINE, and 12 (19.0%) reported that they did not.¹²⁵ A micro analysis of BBB AUTO LINE records and case files revealed that all 12 of these consumers had claim forms on file, and all but two of them signed and returned them to BBB AUTO LINE. All but one of the consumers had a program summary in their files. However, the program summaries are prominently displayed within the case file system. If the consumer clicks on the "About AUTO LINE" tab in the case system, they will be directed landing page where they have the ability to download the appropriate program summary. These program summaries are also readily available on the BBB AUTO LINE website.

Of the 51 respondents who reported they had received both the summary and claim documents, 60.8% thought that the documents were "very" clear and understandable, 31.4% thought they were "somewhat" clear and understandable, while only 7.8% (four respondents) thought that they were "not at all" clear and understandable.

Of these same respondents, 40.0% reported that the documents were "very" helpful, 42.0% reported that they were "somewhat" helpful, and 18.0% reported that they were "not at all" helpful. Auditor reviewed the summary documents and found them clear and concise.

Of the 25 respondents whose cases were mediated by BBB AUTO LINE, only three stated that they did not receive an explanation of the terms of their settlement via mail, email, or their online account.¹²⁶ A micro analysis of the corresponding case files revealed that BBB AUTO LINE had indeed sent a settlement explanation to each consumer, although there is no guarantee that the consumers received or read them.

Twelve of the 13 applicable respondents with arbitrated cases stated that they received a notice via mail, email, or their online account telling them when and where to go for their hearing or vehicle inspection. The consumer who reported they did not receive one had a notice of hearing on file and was present at the hearing.

Twelve of the 13 respondents stated that they received a notice via mail, email, or their online account informing them of the arbitrator's decision.¹²⁷ The final respondent reported that they needed to look in their online account to find the decision, so they may have misunderstood the question.

SATISFACTION

Satisfaction with Arbitrator. When asked how they would grade the arbitrator on understanding the facts of their case, most consumers who were awarded a remedy gave the arbitrator an A, while one gave the arbitrator a C, resulting in an average of A-. Most consumers who received no award gave the arbitrator an F, resulting in an average grade of F.¹²⁸ When

¹²⁵ Appendix B, Q19 Chart.

¹²⁶ Appendix B, Q20 Chart.

¹²⁷ Appendix B, Q21-22 Chart.

¹²⁸ Appendix B, Q24 Chart.

asked about the objectivity and fairness of the arbitrator, and their ability to reach a reasoned and well-thought-out decision, the grades of consumers who received an award varied between A and B, and those who did not receive an award varied between D and F, resulting in an average grade of B-. When asked about the arbitrator's ability to reach an impartial decision, consumers who received an award gave the arbitrator an A, while consumers who did not receive an award gave the arbitrator an F, for an average of B-.

Across all questions and all award types, the arbitrators were given an average grade of B-.¹²⁹

Satisfaction with BBB AUTO LINE Staff. Consumers whose cases were mediated or arbitrated were asked similar questions regarding BBB AUTO LINE's staff. BBB AUTO LINE was given an average grade of C+ for objectivity and fairness, a C for efforts to assist the consumer with resolving their claim, and an overall average grade of C.¹³⁰

Recommendation of BBB AUTO LINE. In total, 59.5% of the respondents stated that they would recommend BBB AUTO LINE to their friends or family. When limited to only consumers whose claims were mediated or arbitrated, that number increased to 71.8%. Consumers who were eligible for BBB AUTO LINE's program were more likely to recommend it to others.¹³¹

CONCLUSION

Due to the small sample size for this survey, the margin of error was +/-10% for questions that were posed to all 75 respondents. The margin of error increased as the survey pool decreased. All questions that produced discordance were well within the margin of error, after taking into account the consumers who misunderstood the question. In fact, most of the discrepancies between BBB AUTO LINE internal indices and consumer responses to the TechnoMetrica survey were due to consumer misunderstandings of BBB AUTO LINE processes or the survey questions.

There was one minor error that resulted in four of the discordant answers. BBB AUTO LINE mistakenly provided data concerning one consumer's first ineligible case filed in 2024 instead of the case they filed to appeal it. As the consumer was asked to consider only the most recent case, they answered the survey questions based on the latter. In BBB AUTO LINE's system, the purchased/leased state field for this case is blank, so this case may have been missed when pulling data for the survey. Additionally, there were several other administrative errors, including not sending one consumer a program summary, two delayed case start dates, a lack of follow up on a case where the consumer indicated they were unsatisfied with their remedy and would like to continue pursuing the case through BBB AUTO LINE, and not correcting internal records to match the correction on the consumer's claim form.

Other than those minor errors, BBB AUTO LINE's internal indices matched consumers' responses almost exactly and were well within the margin of error. Auditor finds that BBB AUTO LINE's records for Ohio consumers were substantially accurate and, therefore, adequate.

¹²⁹ Appendix B, Q25-27 Chart.

¹³⁰ Appendix B, Q28-30 Chart.

¹³¹ Appendix B, Q31 Chart.

IV. AUDITOR RECOMMENDATIONS

Auditor finds BBB AUTO LINE to be in SUBSTANTIAL COMPLIANCE with all applicable Rules and Regulations that are within the scope of this Audit. As such, Auditor has very few recommendations, which are as follows:

1. Auditor recommends that BBB AUTO LINE continues to encourage warrantors to use methods other than the required disclosures in warranty manuals to inform dissatisfied consumers of BBB AUTO LINE program, as there is a downward trend in consumers discovering the program through warranty manuals. Increasingly, consumers are discovering BBB AUTO LINE through the internet or through discussions with dealership representatives. BBB AUTO LINE might encourage manufacturers and dealerships to include a link to BBB AUTO LINE on their webpages, or to include signs or placards in dealership service areas.
2. Auditor recommends that BBB AUTO LINE inform manufacturers about the deficiencies in their warranties. Several warrantors do not meet the requirements of FTC Rule §703.2(b), which necessitates providing certain disclosures on the face of the warranty; although the disclosures were provided, they did not appear on the face of the warranty. Similarly, several warrantors who are certified and/or operate in Ohio do not comply with OAC §109:4-4-03(C), which requires certain information about a certified arbitration board to be posted on a sign in a public-facing area within the warrantor's agent's business, or OAC §109:4-4-03(E), which prohibits requiring that consumers use the manufacturer's dispute resolution process before resorting to a mechanism and that affirmative disclosures be made to the customer that the use of any such process may be terminated at any time by either the customer or the warrantor. See Section I for more information.
3. Auditor recommends that BBB AUTO LINE remind its employees to check Customer Claim Forms carefully for any corrections the consumer may have added. Although there were few instances of this occurring, it is important for BBB AUTO LINE to have the correct information about any vehicles that are the subject of a consumer complaint.

APPENDIXES PROVIDED IN SEPARATE PDF