



Program Summary General Motors

General Motors has agreed to arbitrate certain claims covered by the applicable state lemon law. General Motors has also agreed to arbitrate certain warranty claims not covered by the lemon law. This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE.

LEMON LAW CLAIMS

A claim seeking relief under the applicable state lemon law must meet all standards set out by that law. The claim must be received by BBB AUTO LINE within the time period for filing a legal action under that law. Please see the attached description of the applicable lemon law provisions.

[Note: **Florida** claims involving GM chassis or chassis cabs in motor homes may be filed with the Florida Pilot RV Mediation and Arbitration Program, and are not eligible for BBB AUTO LINE]

If the claim meets all standards set out by the applicable lemon law, the arbitrator will award a refund or replacement vehicle including all remedies specifically provided by that law excluding attorney's fees. An arbitrator may not award any penalties or multiple damages.

Please note:

- ◆ The award will be reduced for the customer's use of the vehicle in accordance with the applicable lemon law.
- ◆ The arbitrator may adjust the award based on damage to the vehicle exceeding normal wear and tear.
- ◆ The award will not include any manufacturer rebate or manufacturer-sponsored credit card earnings the customer received or used as a down payment or capitalized cost reduction.

Customer Responsibilities

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered per that state's lemon law. The customer will be responsible for turning over the vehicle as it existed at the time of sale, taking into account normal wear and tear, without any after-market equipment or accessories that were installed after the time of sale and without any abnormal wear or damage on the vehicle that is not caused by the nonconformity. The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

Certain warranty claims that do not meet all standards of the applicable lemon law may be eligible for arbitration if they meet certain conditions.

Time Period for Filing Claims

Claims seeking **repairs** or **reimbursement** for past repairs must be received by BBB AUTO LINE before the expiration of the General Motors Bumper-to-Bumper new vehicle warranty.

Eligible Claims

Claims must be based on an alleged defect in the vehicle's material or workmanship that is covered by the General Motors New Vehicle Limited Warranty.

Eligible Vehicles

Claims may be filed for cars; light duty trucks and vans up to 22,950 pounds G.V.W.R.

The customer's vehicle must be:

- ◆ Owned or leased in the name of an individual;
- ◆ Purchased or leased, registered, and normally operated in the United States, Puerto Rico or U.S. Virgin Islands; and
- ◆ Covered by a United States warranty.

Remedies for Warranty Claims

The arbitrator may award the following remedies:

- ◆ **Repairs** to defects in material or workmanship. The arbitrator may not order a change in the vehicle's options or its design. The arbitrator may not order repairs to aftermarket parts or accessories that are not covered by the General Motors New Vehicle Limited Warranty. Further, it is the customer's responsibility to remove any after-market equipment or accessories that interfere with General Motors' ability to perform the repair.
- ◆ **Reimbursement** for reasonable, documented expenses the customer incurred to repair defects in material or workmanship. It is the customer's responsibility to provide copies of receipts for these repairs.

Customer Responsibilities

If repairs are awarded, it is the customer's responsibility to remove any after-market equipment or accessories that interfere with General Motors' ability to perform the repair.

CLAIMS THAT WILL NOT BE ARBITRATED

- ◆ Claims not covered by the General Motors New Vehicle Limited Warranty.
- ◆ Claims involving vehicles with a non-U.S. warranty, or salvaged, “total loss” or similarly branded titled vehicles.
- ◆ Claims alleging that an airbag failed to deploy or deployed when it should not have.
- ◆ Claims covered by insurance or by warranties of other manufacturers.
- ◆ Repair or reimbursement claims that are not covered by the General Motors New Vehicle Limited Warranty but are covered by a service contract.
- ◆ Claims involving after-market equipment or accessories that interfere with General Motors’ ability to make repairs to the vehicle under warranty.
- ◆ Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has caused (1) bodily injury or (2) an accident or fire that resulted in damage to any vehicle or damage to property.
- ◆ Claims seeking compensation for loss of wages, personal injury, or mental anguish.
- ◆ Claims seeking damages for fraud or other violations of law, punitive damages, penalties or multiple damages.
- ◆ Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and General Motors.
- ◆ Claims seeking attorney’s fees.

OTHER IMPORTANT INFORMATION

- ◆ The customer must own or lease the vehicle throughout the entire arbitration process.
- ◆ If the customer files suit or a state arbitration claim against General Motors prior to the completion of the arbitration process, General Motors will not be obligated to continue with the arbitration.
- ◆ A test drive may be taken in the vehicle only if the customer has liability insurance that satisfies his/her state’s minimum requirements.

The BBB will let the parties know if other restrictions apply.