

# Audi- California

Audi has agreed to arbitrate the following claims relating to its vehicles:

1. Claims covered by Audi's New Vehicle Limited Warranty but are not covered by California lemon law.

## WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

# **Time Period for Filing Claims**

Claims under the Audi New Vehicle Limited Warranty must be received within 4 years or 50,000 miles – whichever comes first – from the date the vehicle was originally placed into service.

# **Eligible Claims**

Claims must allege a defect in material or workmanship covered by the Audi New Vehicle Limited Warranty and the claims must allege the defect continues to exist, unless the customer is only seeking reimbursement for past repairs.

# **Eligible Vehicles**

The customer's vehicle must be:

- Owned or leased in the name of an individual; or
- Used primarily for personal, family or household purposes.

#### Remedies

# The arbitrator may award the following remedies:

- Repairs.
- Reimbursement for money the customer paid for repairs the arbitrator determines are entitled to coverage under Audi's New Vehicle Limited Warranty.
- Reimbursement for reasonably incurred towing costs and car rental costs excluding car rental costs incurred for same day service.
- Diminution of value of the vehicle

## Repairs / Reimbursement for Repairs

- The arbitrator may award repair of defects in material or workmanship. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its designs.
- The arbitrator may award reimbursement for money paid for the repair of defects in material or workmanship only if Audi or its dealer declined to repair the defects under the terms of the Audi New Vehicle Limited Warranty or to reimburse the consumer under an express warranty provision allowing for such reimbursement.

## Diminution of value of the vehicle

• Any diminished value award shall set forth (1) the arbitrator's calculations, and (2) the evidence upon which the calculations are based, and the specific legal authority relied upon, each as presented or provided to the arbitrator by the parties.

## CLAIMS THAT WILL NOT BE ARBITRATED

- Claims involving salvaged or "total loss" vehicles, or vehicles otherwise not covered by a Audi USA Warranty.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims for vehicles not originally sold in the United States.
- 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 an accident or fire that resulted in damage to any vehicle or damage to property.
- 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 bodily injury.
- Allegations of fraud or other violations of law.
- Claims covered by insurance or by warranties of other manufacturers.
- Claims seeking compensation for legal fees or loss of wages.
- Claims seeking compensation for personal injury or mental anguish.
- Claims seeking punitive damages.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Audi.

## OTHER IMPORTANT INFORMATION

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

- Audi may, at its option, make an exception to the above-stated requirements for the eligibility of a vehicle.
- A test drive may be taken in the vehicle only if the customer has liability insurance that satisfies his/her state's minimum requirements.

BBB AUTO LINE will let the parties know if other restrictions apply.