



BBB AUTO LINE Arbitration Rules

1. Definitions

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

- A. Arbitration** is a process in which two or more persons agree to let an impartial person or panel decide their dispute.
- B. Arbitrator** refers to the individual or panel selected to conduct your arbitration hearing and make a decision in your dispute. Any action taken and decision made by a panel shall be by majority vote.
- C. BBB** refers to the local Better Business Bureau office that may administer your hearing.
- D. BBB National Programs** refers to BBB NATIONAL PROGRAMS, which is the administrator of the BBB AUTO LINE program, with offices in McLean, VA
- E. Dispute Resolution Specialist** refers to the BBB AUTO LINE staff person assigned to help you resolve your dispute.
- F. Days** refers to calendar days.
- G. Decision** refers to the written document signed by the arbitrator and sent to the parties.
- H. Parties** refers to the participants in the dispute. These Rules often refer to the individual parties in arbitration as the “consumer” and the “manufacturer.”
- I. Shall** is mandatory; may is discretionary.
- J. We** refers to BBB AUTO LINE staff.
- K. You** refers to the parties involved in the dispute being arbitrated.

2. Scope of BBB AUTO LINE

Manufacturers participating in BBB AUTO LINE have agreed in advance with BBB National Programs to arbitrate certain disputes that may arise with consumers. Each manufacturer’s Program Summary explains the scope of the manufacturer’s dispute resolution program by defining the claims that are eligible and the remedies that may be awarded. We will provide the parties and the arbitrator with the Program Summary applicable to their particular dispute.

3. Agreement to arbitrate

The Dispute Resolution Specialist shall 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. The arbitrator will not have authority to consider vehicle problems unless included in the Agreement to Arbitrate.

The *Agreement to Arbitrate* shall include only those vehicle problems that fall within a manufacturer’s precommitment to arbitrate, unless the manufacturer agrees to arbitrate additional problems in your case.

The *Agreement to Arbitrate* shall be provided to each party with the written hearing notice so each party may properly prepare their presentation. If the *Agreement to Arbitrate* does not list all vehicle problems you wish to address at the hearing, immediately inform your Dispute Resolution Specialist. Without the other party's consent, changes by a party can be made to the *Agreement to Arbitrate* only if requested at least 72 hours prior to your hearing.

The *Agreement to Arbitrate* will 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. The arbitrator has discretion to award any eligible remedy contained in the applicable *Program Summary*.

Punitive damages, allegations of fraud or claims for personal injury or mental anguish shall never be arbitrated.

4. Selecting your arbitrator

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 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 he or she cannot make an impartial decision, he or she 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.

5. Communicating with the arbitrator

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.

6. Representation

You may present your own case or have someone represent you. If the owner/lessee of the vehicle will not attend the hearing, he/she must furnish the Dispute Resolution Specialist with a written statement authorizing a representative to appear at the hearing for the owner/lessee. All owners/lessees shall sign certain documents (e.g. Customer Claim Form, Acceptance/Rejection form, etc.) even if represented by an attorney.¹

If your representative is a lawyer, you must give the lawyer's name, address and telephone number to us at least 10 days before the hearing. Your Dispute Resolution Specialist will notify the other parties to give them an opportunity to obtain a lawyer. Your failure to give BBB AUTO LINE advance notice may result in a rescheduling of your hearing.

7. Inspection by the arbitrator

We will always schedule an inspection of the vehicle by the arbitrator when the consumer seeks any remedy other than reimbursement for past repairs, unless all parties agree that such an inspection is not necessary.

If an inspection is scheduled and the vehicle is not available for inspection, your case will be closed and no decision will be made unless state law or regulation provide otherwise.

The arbitrator will determine whether a test drive will be taken in the vehicle. A test drive may not be taken unless the consumer has liability insurance that satisfies the state's minimum requirements. The consumer's liability insurance will apply during any test drive.

During the test drive, all laws will be observed and reasonable safety precautions will be taken.

8. Technical experts

At the request of the arbitrator or by agreement of both parties, we will make every effort to obtain an impartial technical expert to inspect the vehicle involved in the dispute. In some cases, to the extent permitted by state law, we will automatically appoint an impartial technical expert to examine your vehicle prior to the arbitration. (Please check the manufacturer's Program Summary to see if a mandated technical inspection will apply to your case.)

If there is an inspection by an impartial technical expert, the consumer will be contacted by the technical expert to arrange the inspection. To maintain the technical expert's impartiality, the consumer should not speak with the expert, except to arrange access to the vehicle for inspection, nor accompany the technical expert on the test drive of the vehicle.

The impartial technical expert's findings will be presented in writing before, during or after the hearing as appropriate to the process. Both parties will have an opportunity to evaluate and comment on the qualifications and findings of the technical expert. The parties agree that they

¹ We will accept an attorney's signature in lieu of the consumer's signature on the Customer Claim Form only if it is accompanied by a retainer agreement signed by the owner/lessee explicitly stating the attorney is authorized to represent them in the BBB AUTO LINE claim.

will not contact the impartial technical expert at any time, including after the arbitration case has closed, in relation to the impartial technical expert's findings.

You also have the right to have your own technical expert serve as a witness at your own expense.

9. Hearing notice²

We will set a date (usually 25-35 days after the case is opened), time (during normal business hours) and a place for your arbitration hearing. The hearing will be held at your local BBB office or other neutral location. Notice of the date, time and place of the hearing will be communicated and sent to you at least 10 days in advance of the hearing.

If an emergency prevents you from attending a hearing, call BBB AUTO LINE at 1.800.334.2406 prior to the scheduled hearing time. We will decide if it can be rescheduled.

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

10. Manner in which hearing is conducted

Although most arbitrations involve in-person hearings, at your request, we may arrange to have your statement and evidence presented by telephone or in writing.

If the consumer asks to present his or her case at an in-person hearing, the company may present its case in person, by telephone or in writing.

If the consumer asks to present his or her case by telephone, the company may present its case by telephone or in writing. If the consumer asks to present his or her case in writing, the company must also present its case in writing.

The Notice of Hearing sent to all parties will indicate the manner of participation that each party initially selected. A later change in the manner of participation by one party will not require that the other party also change its manner of participation.

11. Attendance at hearings

We have the option to arrange for BBB 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).

² Effective March 2020, due to the COVID-19 pandemic, BBB AUTO LINE is holding all non-document hearings virtually until further notice.

12. Media presence at hearings

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 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).

13. Your absence from the hearing

If one party does not attend a hearing after receiving proper notice, the arbitrator will proceed with the hearing and receive evidence from the other party.

The party who did not attend the hearing will be given the opportunity to present a position in writing within the time limits set by the Dispute Resolution Specialist. If the position is received in a timely manner, the Dispute Resolution Specialist will send a copy to the other party for comments before providing it to the arbitrator. If the absent party does not present its case within the set time limits, the arbitrator may make a decision without that party's position.

If the consumer is the absent party and he or she is seeking any remedy except reimbursement for past repairs, a vehicle inspection will be scheduled with at least three days' notice, unless state law or regulation provide otherwise. If the vehicle is not brought to the inspection as required by Rule 7, no decision will be rendered and the case will be closed.

14. Record of hearing

BBB National Programs will maintain basic file information on the arbitration hearing, such as witness names and documents presented as evidence at the hearing. Copies of these materials and other official arbitration forms relating to your case will be given to you on request. A reasonable copying fee may be charged.

Your hearing will be recorded. Copies of the recording will be furnished to a party, upon request to BBB National Programs, for a reasonable copying fee. Copy requests must be made within 60 days after the hearing, since the record may be erased after that time.

Address requests for the recording and file to Attn. Document Management Specialist, BBB AUTO LINE, 1676 International Drive, Suite 550, McLean, VA 22102.

15. Oath of participants

The parties and witnesses shall be placed under oath at the hearing. Attorney representatives are not required to sign an oath.

16. Hearing procedures

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

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.

If the arbitrator directs that written evidence be submitted after the initial hearing, the evidence must be received by BBB AUTO LINE within the time period specified by the arbitrator. The Dispute Resolution Specialist will send a copy of any evidence submitted to the other party for comments. Both the written evidence and any timely response shall be submitted by the Dispute Resolution Specialist to the arbitrator.

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

17. Admission of evidence at the hearing

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

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

18. Written statements/recorded evidence

If you have a witness who cannot attend the hearing, you may present that person's written statement to the arbitrator. You must provide a copy for the other party to read and use for response.

Any party presenting its case by telephone or in writing should submit any written documents or evidence to the Dispute Resolution Specialist at least three days before the hearing. If submitted timely, we will make every effort to provide this information to the other party before the hearing.

Please inform the Dispute Resolution Specialist at least five days prior to the hearing if you will bring any taped or digitally recorded evidence to the hearing. The Dispute Resolution Specialist will make arrangements to permit this evidence to be viewed and commented on by any party participating by telephone or in writing.

Please remember it is your responsibility to bring two copies of any new evidence, including audio visual evidence, one for the arbitrator and one for the other party.

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

19. Post-hearing admission of evidence

Before a decision is made, an arbitrator may schedule new or additional hearings, or otherwise

request new or additional evidence to get all relevant facts about your dispute. No new or additional evidence may be submitted after the hearing unless it was requested by the arbitrator.

20. Settlement

If all parties voluntarily decide to settle the dispute before the hearing, the settlement will end the dispute and no hearing will be held. The Dispute Resolution Specialist will send each party a letter detailing the terms of the settlement.

If a voluntary settlement is reached during the hearing, the arbitrator shall include the settlement in a final or interim Consent Decision. The Consent Decision will be signed by the arbitrator and all parties. If a settlement is reached after the hearing, but before the arbitrator's final decision, be sure to notify your Dispute Resolution Specialist at once.

21. Time limits

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.

22. The decision

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

A. Scope of decision

A decision shall be one that the arbitrator considers fair and falls within the scope of these *Rules* and the company's Program Summary.

B. Types of decisions

There are two types of decisions:

1. A final decision might award reimbursement for past repairs, repurchase, replacement or nothing at all. In these cases, the arbitrator has no further authority over the decision unless a valid request is made pursuant to Rule 22(C), Clarifying the decision; Rule 22(D), Correcting the decision or reasons for decision; or Rule 22(E), Decision is impossible to perform or to perform on time. Except to the extent that a lesser period of time is required by state law or regulation, a repurchase decision shall require the manufacturer to perform the decision within 30 days after the manufacturer receives notice the decision has been accepted; replacement decisions shall require the manufacturer to perform the decision within 45 days after the manufacturer receives notice the decision has been accepted.
2. An interim decision will be written when the decision requires a repair to be performed, and it will require the repairs be completed within 30 days after the manufacturer receives notice the decision has been accepted.
3. The time for performance shall be extended for delays caused by reasons beyond the control of the manufacturer or its representatives, including any delay attributable to any act or omission of the consumer, but only while the reason for the delay continues.

An interim repair decision will state only those conditions/symptoms from the Agreement to Arbitrate that are to be repaired, and it will be the manufacturer's responsibility to select the appropriate repair facility and determine what repairs are necessary to correct the conditions/symptoms.

When an interim decision is rendered, the arbitrator maintains continuing authority over the decision during the time periods specified in the decision. A 30-day test-drive period shall apply, unless the arbitrator determines a longer period of time is necessary.

If an interim decision has been rendered and a reconvening is requested in writing in accordance with the terms of the decision, we will schedule a further hearing. In addition to the evidence presented at that hearing, the arbitrator may request additional evidence from the parties or from an impartial technical expert before rendering a new decision.

C. Clarifying the decision

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

You may not ask the arbitrator to clarify the reasons for a decision. A request for clarification will not be accepted if it attempts only to challenge the conclusions of the arbitrator or reargue your case. A request for clarification must be in writing and received by the BBB National Programs before the later of (1) the time for accepting the decision as specified on the Acceptance/Rejection of the Decision form and described in Rule 22(1), or (2) if the consumer has accepted the decision, the time performance is required under the decision. A request for clarification will not be accepted if the consumer rejected the decision.

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

D. Correcting the decision or reasons for decision

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

A mistake of fact is not a conclusion of the arbitrator with which you disagree; it is a true error in an objective fact such as a date, time, place or name, and may justify correction only if it concerns the essence of the decision. A request for correction must be based on information previously presented to the arbitrator.

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

The arbitrator has exceeded his or her authority if the award does not fall within the scope of these *Rules* or the manufacturer's *Program Summary*.

A request for correction of a decision must be in writing and received by BBB National Programs before the later of (1) the time for accepting the decision as specified on the Acceptance/Rejection of the Decision form and described in Rule 22(I), or (2) if the consumer has accepted the decision, the time performance is required under the decision. A request for correction will not be accepted if the consumer rejected the decision.

If your written statement to us is an appropriate request for correction, it will be handled in the same manner as a clarification request (see Rule 22(C)).

E. Decision is impossible to perform or to perform on time

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

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

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

F. Post-decision settlement

If the parties agree on a resolution that differs from the decision rendered, they should notify the Dispute Resolution Specialist so he/she can draft a Post-Decision Settlement form, which will identify the terms of the agreement and modify or supersede the arbitrator's decision.

G. Mathematical errors/correction

We reserve the right to correct obvious mathematical errors in the decision and/or obvious errors in the description of any person, thing or monetary amount.

H. Suspending the time to perform

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

I. Acceptance/rejection of decision

We will send the arbitrator's decision to the consumer for acceptance or rejection. Accompanying the decision will be an *Acceptance/Rejection of Decision* form, which will specify the number of days within which the consumer must accept or reject the decision. We may extend this period by a reasonable number of days for good cause.

For a decision to be accepted, BBB National Programs must receive a signed acceptance from all titled owners or lessees of the vehicle in question. The decision must be accepted or rejected

without qualification. The consumer may not accept the decision by agreeing to it only with modifications.

Failure to return the signed *Acceptance/Rejection of Decision* form to BBB National Programs within the specified time shall be considered a rejection of the decision.

Once the consumer *accepts* a valid decision:

- The manufacturer will be bound to abide by the decision and comply with its terms (subject to any limited right of review that may be provided by state or federal law)
- The consumer must comply with the terms of the decision
- The consumer gives up the right to sue the manufacturer in court on any claim that has been resolved at the arbitration hearing, unless the manufacturer fails to perform according to the arbitrator's decision or unless otherwise provided by state or federal law
- If the manufacturer fails to perform according to the arbitrator's decision, notify the BBB National Programs. You may have the right to enforce the decision in court or pursue other legal remedies under state or federal law.

If the consumer *rejects* the interim or final decision:

- The consumer may pursue other legal remedies under state or federal law
- The manufacturer will not be obligated to perform any part of the decision
- Depending on federal or state law, the decision may be introduced as evidence by the consumer or the manufacturer in a civil court action relating to any matter that has been resolved in your arbitration hearing
- BBB AUTO LINE involvement in the case will end

J. Verification of performance

If the consumer accepts the decision, all parties must do what the decision requires within the time limits set by the arbitrator.

Unless otherwise stated in the decision, the time for performance shall begin when the company receives written notice of the consumer's acceptance. Within ten days after the performance date, we shall contact the consumer to verify whether the decision has been performed.

23. Timely objections

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

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

24. Confidentiality of records

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.

25. Legal proceedings/exclusion of liability

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

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

26. Interpretation of rules/right to discontinue arbitration

We reserve the right, consistent with applicable state or federal law, to make the final decision on procedural questions, the scope of issues to be arbitrated, a consumer's eligibility for arbitration, and any other questions concerning the application and interpretation of these *Rules*.

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