



BBB AUTO LINE PROGRAM SUMMARY

HONDA/ACURA

Honda/Acura has agreed to arbitrate certain unresolved claims alleging defects in material or workmanship in its vehicles:

Claims may be filed under the applicable state “Lemon Law.” These claims must be filed in accordance with the requirements set forth in the ***Lemon Law Claims*** section.

Some claims may be filed even if they do not meet the applicable state “Lemon Law” standards. Claims that do not meet applicable state “Lemon Law” standards must be filed in accordance with the requirements set forth in the ***Warranty Claims Not Covered by the Lemon Law*** section.

Please make sure to read the section titled ***Additional Terms for All Claims***, which applies to all claims (both Lemon Law and non-Lemon Law warranty claims) filed with BBB AUTO LINE.

LEMON LAW CLAIMS

Honda/Acura has agreed to arbitrate claims that meet all standards set out by the applicable state “Lemon Law.” Please see the attached description of the applicable state “Lemon Law” provisions.

Eligible Claims

Claims must be based on vehicle defects or malfunctions that are covered by the applicable state “Lemon Law” and the Honda or Acura New Vehicle Express Limited Warranty.

Time Period For Filing

Claims must be received by BBB AUTO LINE within the time period for filing a legal action under the applicable state “Lemon Law” or prior to the expiration of the New Vehicle Limited Warranty, whichever expires first.

Eligible Vehicles

Vehicles must:

- Be covered by the applicable state “Lemon Law;”
- Be covered by a Honda or Acura New Vehicle Express Limited Warranty;
- Have been sold and distributed by American Honda Motor Co., Inc., and purchased or leased through an authorized Honda or Acura automobile dealer in the United States, Puerto Rico or U.S. Virgin Islands; and
- Not have, or ever had in the past, a salvaged or “total loss” title.

Relief That May Be Awarded

If the claim meets all standards set out by the applicable state “Lemon Law,” the arbitrator will award a refund or replacement vehicle including all remedies specifically provided by that law **except for** attorney’s fees, any penalties or multiple damages.

Please note:

- The award will be reduced for the customer’s use of the vehicle to the extent permitted by the applicable state “Lemon Law.”
- The award may be adjusted based on damage to the vehicle exceeding normal wear and tear.
- If applicable, the arbitrator will decide whether the applicable state “Lemon Law” permits an adjustment to the award for any trade-in over-allowance or debt from a previous transaction (negative equity).
- The award will not include any manufacturer rebate the customer received or used as a down payment or capitalized cost reduction.

Acceptance/Rejection of a BBB AUTO LINE Award

If a customer accepts a BBB AUTO LINE arbitrator's award, Honda/Acura will be bound by that decision. Unless a shorter period is required by law or regulation, Honda/Acura will comply with an award within a reasonable time not to exceed 30 days (45 days for a replacement award) after receiving notice of acceptance of the award.

A customer may also reject the decision issued by a BBB AUTO LINE arbitrator. If a customer rejects the decision, a customer is free to pursue further legal action.

Please also see the important information in the section titled *Additional Terms for All Claims*.

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

Honda/Acura has also agreed to arbitrate certain warranty claims that do not meet all the standards of the applicable state "Lemon Law." These claims must meet all of the conditions set forth below.

Eligible Claims

Claims must be based on vehicle defects or malfunctions that are covered by the Honda or Acura New Vehicle Express Limited Warranty.

Time Period For Filing

BBB AUTO LINE must receive claims seeking **repairs** or **reimbursement for past repairs** before the expiration of the applicable Honda or Acura New Vehicle Express Limited Warranty.

BBB AUTO LINE must receive claims seeking **repurchase** or **replacement** within two years or 24,000 miles – whichever comes first – from the date the vehicle was first put into use.

Eligible Vehicles

Vehicles must:

- Be titled or leased in the name of an individual **or** used primarily for personal, family, or household purposes;
- Be covered by a Honda or Acura New Vehicle Express Limited Warranty;
- Have been sold and distributed by American Honda Motor Co., Inc., and purchased or leased through an authorized Honda or Acura automobile dealer in the United States, Puerto Rico or U.S. Virgin Islands;
- Not have, or ever had in the past, a salvaged or "total loss" title; and
- Not have a title branded "Buyback" or "Lemon Law Buyback" for defect that is currently alleged.

Relief That May Be Awarded

The following relief may be awarded in BBB AUTO LINE arbitration:

- **repairs;**
- **reimbursement for past repairs;**
- **reimbursement for reasonably incurred towing costs;**
- **repurchase; or**
- **replacement of the vehicle.**

NOTE: LEGAL FEES WILL NOT BE MADE PART OF ANY AWARD.

See the following sections for more information about these types of awards.

Repairs/Reimbursement For Repairs

The arbitrator may award repairs to, or reimbursement for money paid for the repair of, defects in the vehicle's material or workmanship. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

Repurchase

Owned Vehicles –

The maximum amount that will be awarded is the actual price of the vehicle. This will **not** include taxes, registration fees, charges for a service contract or insurance, trade-in over-allowance, debt from a previous transaction (negative equity), and finance charges.

Leased Vehicles –

The maximum amount that will be awarded for a leased vehicle is the following:

To the Lessor:

- Pay-off amount due to obtain title to the vehicle pursuant to the lease agreement (not including any early termination fees or disposition fees):
 - MINUS the security deposit held by lessor,
 - MINUS any debt from a previous transaction (negative equity),
 - AND
 - MINUS any refund due for the unexpired portion of a service contract and/or insurance policy included in the lease contract.

To the Lessee:

- Base monthly payments paid pursuant to the lease agreement until time of repurchase (not including any portion of the payment for taxes, registration fees, charges for a service contract or insurance, or lease/finance charges):
 - + PLUS the security deposit;
 - + PLUS the trade-in allowance/down-payment

Replacement

The arbitrator may award a replacement vehicle that is new and is substantially identical to the current vehicle (excluding any modifications or additions after the vehicle's purchase or lease). The Manufacturer's Suggested Retail Price ("M.S.R.P.") of the replacement vehicle may not exceed 105% of the M.S.R.P. of the current vehicle.

Reasonable Use Deduction

In determining a repurchase or replacement award, the arbitrator will make a deduction or require a payment from the customer for the customer's use of the vehicle. To determine the use deduction, the arbitrator will use the following formula:

$$\text{Deduction} = \frac{\text{Mileage attributable to the consumer at the time of the arbitration hearing}}{100,000 \text{ miles}} \times \text{total vehicle purchase price}$$

For a purchased vehicle, "total vehicle purchase price" equals the price of the vehicle as stated in the purchase agreement.

For a leased vehicle, "total vehicle purchase price" equals the agreed-upon price of the vehicle as stated in the lease agreement.

Other Deductions

The customer may receive a reduction to the award or may be required to make a payment based on the overall condition of the vehicle or for other equitable reasons.

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A customer may also reject the decision issued by a BBB AUTO LINE arbitrator. If a customer rejects the decision, a customer is free to pursue further legal action.

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ADDITIONAL TERMS FOR ALL CLAIMS

Customer Responsibilities

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered. 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, but not limited to, an odometer statement and a power of attorney for title transfer. If a replacement is awarded, it is the customer's responsibility to obtain the approval of the substitution of collateral or new loan from any lessor or lender.

Claims That Will Not Be Arbitrated

- Claims for legal fees;
- Claims alleging that an airbag failed to deploy or deployed when it should not have;
- Claims covered by insurance or warranties of other manufacturers, regardless of whether there is a deductible that the customer must pay (Note: This exclusion applies even if a claim is not filed under the customer's insurance policy.);
- Claims for deductibles that have been paid by a customer pursuant to a Honda or Acura Care Service Contract;
- Claims involving a vehicle defect if the customer alleges – either as part of a BBB AUTO LINE claim or at any other time – that the vehicle defect has caused personal injury or an accident or fire that resulted in damage to any vehicle or damage to property;
- Claims for personal injury or mental anguish;
- Claims for loss of wages;
- Claims for punitive damages;
- Allegations of fraud or other violations of law; and
- Claims that have been resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Honda/Acura.

Other Important Information

- The customer must own or lease the vehicle throughout the entire arbitration process.

- If the customer files suit or an administrative action against Honda/Acura prior to the completion of the arbitration process, Honda/Acura will not be obligated to continue with the arbitration.
- A test drive will not be taken in the vehicle unless the customer has liability insurance that satisfies the state's minimum requirements.

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